

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
BUCKNAM INFRASTRUCTURE GROUP, INC.**

THIS AGREEMENT is made and entered into this 6th day of January, 2015 ("Effective Date"), by and between the City of Costa Mesa, a municipal corporation ("City"), and Bucknam Infrastructure Group, Inc., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering services to update the city's pavement management program, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Eighty Eight Thousand Four Hundred and Seventy Five Dollars (\$88,475.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or

the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six (6) years, ending on January 6, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two (2) term periods of one (1) year.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) **Additional insureds:** "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) **Notice:** "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) **Other insurance:** "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) **Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.**
- (e) **The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.**

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. **Certificates of Insurance.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. **Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Tel: (760) 216-6529 (office)
(760) 501-1024 (cell)
Fax: (760) 216-6549
Attn: Peter Bucknam

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5378
Fax: (714) 754-5028

Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results

under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENT HEAD APPROVAL

Ernesto Munoz, Director of Public Services

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

P. O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 26, 2014

SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO UPDATE THE CITY'S PAVEMENT MANAGEMENT PROGRAM

Dear Consultant:

The City of Costa Mesa is seeking a qualified consultant to update the City's Pavement Management Program (PMP) and prepare final reports for updated citywide Pavement Management Plan for the next six years (June 2020). The PMP shall comply with Orange County Transportation Authority (OCTA) guidelines. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE:</u>
1. Proposal Received by the City	October 17, 2014
2. Council Award of Consultant Contract	December 2, 2014
3. Project Kick-off Meeting	December 3, 2014
4. Complete inspection and submit data of MPAH	March 23 of 2015, 2017 & 2019
5. Complete inspection and submit data of Local Streets	September 23, 2016
6. Submit Draft Pavement Management Report	May 1 of 2016, 2018 & 2020
7. Submit Final Pavement Management Report	June 1 of 2016, 2018 & 2020

Enclosed is a Request for Proposals (RFP's) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and one (1) copy of the fee proposal no later than 3:00 p.m. on October 17, 2014. All proposals shall be delivered or mailed to:

Fariba Fazeli, P. E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Sincerely,

Fariba Fazeli, P. E.
City Engineer

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
TO UPDATE THE CITY'S PAVEMENT MANAGEMENT PROGRAM**

1. INTRODUCTION

The City's roadways consist of approximately 232.6 centerline miles paved streets. The roadways are divided into three networks: Master Plan of Arterial Highways (MPAH), Local Streets, and Alleys.

- 80.3 center miles of MPAH roadways
- 152.3 center miles of local residential roads
- 15 center miles of local alleys

The pavement conditions of the MPAH roads were last surveyed in 2013; however, the local networks were surveyed in 2010. The final report for the updated citywide Pavement Management Plan was last submitted to OCTA in June 2014.

The consultant shall resurvey the MPAH roads in 2015, 2017 and 2019, the local streets in 2016 and prepare Final reports in 2016, 2018 and 2020 per the OCTA guidelines.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to a maximum of fifteen pages (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

- Statement of project understanding containing any suggestions to expedite the project or additional concerns about which the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.
- A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. One separate fee schedule shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee for the project.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- D. Payment shall not be processed for any submitted invoices if the Consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include the City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

The proposal should include the following tasks and any additional tasks deemed necessary by the Consultant shall be clearly identified in the proposal:

Task 1.1 - Management and Administration

The Consultant shall monitor project progress and maintain project files. Other responsibilities include supervising and reviewing the inspection process and pavement report for conformance with OCTA guidelines. The Consultant shall meet with City staff to review schedule, budget, project documents, project goals, format of deliverables and clarify responsibility of each party.

Task 1.2 - Update Maintenance & Rehabilitation History

Review all maintenance and rehabilitation activities conducted by the City since the last PMP update. Update the City's database to include all street segments that have been rehabilitated since the last update. City staff will provide the current database in PAVER 6.5 (.e65) format and a list of streets improved since the last update.

Task 1.3 - Pavement Condition Surveys

Collect and record pavement distress data, as per ASTM D6433-11 and OCTA guidelines. The pavement distress data shall be collected using the walking survey method; windshield surveys will not be accepted in lieu of walking surveys.

Input pavement distress data into the City's database and calculate Pavement Condition Index (PCI) for each segment utilizing the latest version of PAVER 6.5 software. City staff will provide the current database in PAVER 6.5 (.e65) format. The consultant shall keep a log of any discrepancies between the database information (i.e. dimensions, surface type, etc.) and actual field conditions, and shall coordinate with City staff to correct the database as necessary. Corrections/changes to the database shall not be made without prior City staff approval.

Task 1.4 - Database Verification & Organization

Verify database information against City's GIS database information to add, delete, and/or correct segments, as needed. Organize and re-label branches and segments in a more logical manner.

Task 1.5 - Budgetary Analysis

Forecast future PCI values for each segment and create OCTA-required budget scenarios for each network utilizing the latest version of PAVER 6.5 software. The consultant shall coordinate with City staff to develop a 7-year maintenance & rehabilitation strategy (including but not limited to selecting segments, treatment type, costs, and year of implementation).

Task 1.6 - Final Report

The consultant shall prepare a final Pavement Management Program report and any other required submittal items, as per OCTA guidelines. The report shall include, without limitation, the methods, findings and recommendations of the consultant, which shall be presented in a single comprehensive document which, should include findings generated as part of other tasks described herein.

General Requirements

- All work shall be performed in conformance with the City and OCTA's policies, procedures, and standards.
- The Consultant has total responsibility for the accuracy and completeness of all inspections performed and documents prepared. The documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, and technically and grammatically correct. The assumption of the number of review rounds is not allowed.
- The City has traditionally used paper distress forms but electronic data collection (using laptop/tablet computers) will be acceptable. The paper distress forms shall be submitted to the City for the City's records or the methodology for upload of electronic data collected shall be clearly defined and a method for data verification provided.

Project Deliverables

- Updated database in PAVER 6.5 (.e65) format; digital file on CD
 - Updated M&R work data
 - Updated pavement condition survey data
 - Update Budgetary Analysis Scenarios
- Final PMP report; digital file on CD and 1 hard copy.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each Consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected Consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the Consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

11. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

**EXHIBIT B
CONSULTANT'S PROPOSAL**

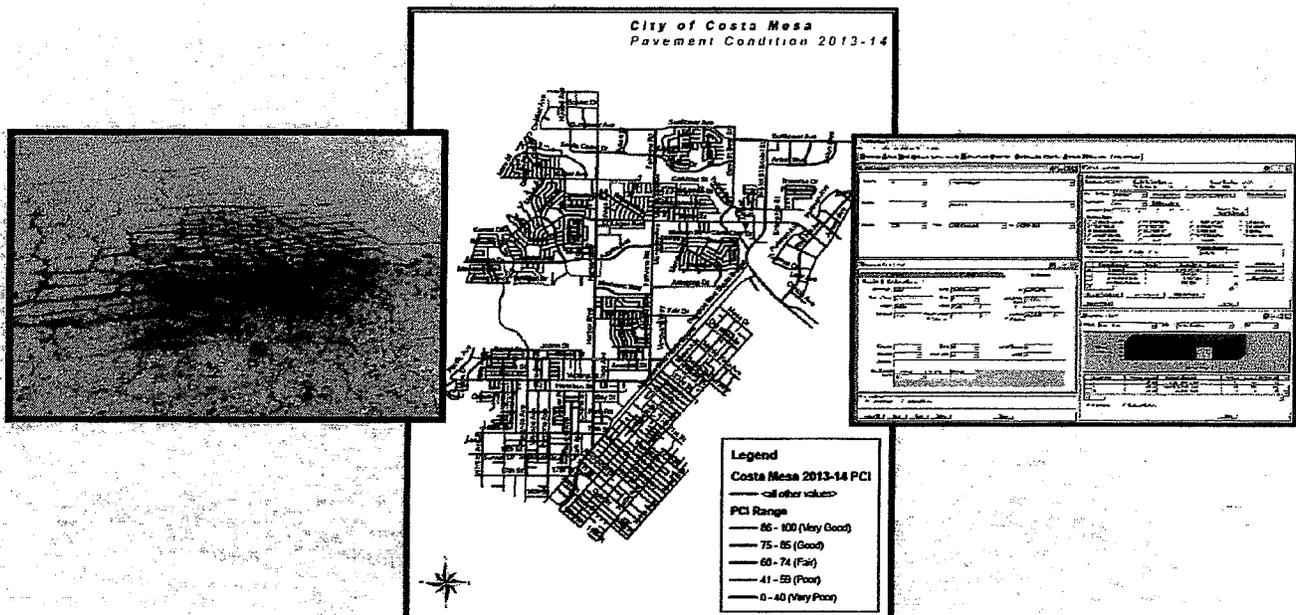
PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO UPDATE THE CITY'S PAVEMENT MANAGEMENT PROGRAM

City of Costa Mesa, CA

October 17, 2014

Submitted by:

Bucknam Infrastructure Group, Inc.



Legend
Costa Mesa 2013-14 PCI
-all other values-
PCI Range
86 - 100 (Very Good)
75 - 85 (Good)
60 - 74 (Fair)
41 - 59 (Poor)
0 - 40 (Very Poor)

October 17, 2014

Ms. Fariba Fazeli, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Subject: Proposal to Provide Professional Engineering Services to Update the City's Pavement Management Program

Dear Fariba:

It is our pleasure to submit our proposal to the City of Costa Mesa for the continuing, proactive management of your Pavement Management Program (PMP). With the City seeking to continue the strong development and implementation of infrastructure management methodologies through advanced inspections, Capital Improvement reporting (CIP), OCTA compliance reporting and GIS development, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in continued development of your pavement management program. Our team will focus our high-end pavement and right-of-way management knowledge, extensive Costa Mesa - Orange County experience and GIS/GPS technologies to optimize the City's capital and maintenance dollars by implementing manageable and reliable infrastructure methodologies.

With our staff under contract with Costa Mesa since 2010 for pavement management services, our firm has the unique, current and applicable ability to immediately provide proactive PMP services. We will continue to provide quality services such as:

- ❖ Relevant and accurate PMP services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M2 compliance (**Bucknam has assisted fifteen (15) OC agencies comply with Renewed Measure M in the past year**)
- ❖ OCTA Renewed Measure M compliant MicroPAVER surveying, reporting and pavement analysis; in March of 2014, Bucknam staff was certified by OCTA as having "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines.
- ❖ Mr. Peter Bucknam has served as the Project Manager for Costa Mesa's PMP since 2010
- ❖ Local-Orange County knowledge and experience gained through our management of 70 local agency PMP's within Southern California; **Mr. Peter Bucknam is currently serving as Project Manager for numerous Orange County PMP projects (i.e. Costa Mesa, Laguna Niguel, Brea, Fountain Valley, Huntington Beach, Irvine, Tustin, RSM, Laguna Beach, Laguna Hills, Newport Beach, Santa Ana, and Westminster, SJC, Aliso Viejo)** and he has personally managed over 200 PMP projects over the past sixteen years

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760.216.6549
www.bucknam-inc.com

- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting, project planning and maintenance zone development
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys / ArcGIS Online dynamic PMP-GIS link
- ❖ Alternative Pavement CIP funding scenario generation and presentation (Bucknam has delivered numerous alternative PMP CIP budget recommendations to the City to identify the greatest ROI for the City.
- ❖ Professional Engineering experience through our Principal/Project Engineer, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP / **Renewed Measure M** submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules. Our deliverables will be used to strategize and improve upon the City's Pavement CIP for Arterial and Locals.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Costa Mesa will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

Bucknam agrees with the contract terms and conditions set forth in the City's RFP; our proposal shall remain valid for ninety (90) days.

Respectfully submitted,
Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager / President

Project Understanding (Scope of Work)

City of Costa Mesa

Project Understanding / Approach

We have defined a detailed scope of work in accordance to the City's RFP / goals;

1. Project Implementation; 2. Client Satisfaction; 3. Project Schedule; 4. Scope of Work;

1) Project Management & Administration

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Costa Mesa it will be essential to establish, up front, the Public Services/Engineering pavement management priorities for FY 2014-15 and beyond. During August 2014, our firm/Project Manager discussed with Costa Mesa staff the upcoming 2014-15 work efforts and long-term management of the PMP. This allowed for the identification of key project tasks while identifying tasks that could be refined, improved upon and/or removed; thus allowing for cost-savings to the City.

Once the Notice-to-Proceed is given, our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, zone maintenance, Orange County Transportation Authority (OCTA) compliance, finalization of the scope of work and the review of the schedule. This effort will continue to build upon the consensus between the Public Services and Maintenance departments as well as build stronger ARTERIAL and LOCAL maintenance programs/schedules. The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, OCTA compliance, survey areas (based on recent maintenance work and schedules), new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- 1) Minimum of three meetings during the project (kickoff, field, and status meetings); 2) Field review meetings; 3) Monthly progress status reports will be delivered to City project manager

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original surveys will be re-surveyed by an independent survey crew, supervised by a lead supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. **Since we are collecting distress information on our**

Project Understanding (Scope of Work)



City of Costa Mesa

field Tablets with the Costa Mesa MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Costa Mesa's street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

All general draft and final reporting will follow the OCTA "Countywide Pavement Management Program, Guidelines Manual. Over the past year, Bucknam has submitted fifteen (15) OCTA Measure M2 compliant reports for OC municipalities, they include:

Brea	Irvine	Laguna Beach
Costa Mesa	Aliso Viejo	RSM
Laguna Hills	Laguna Niguel	Tustin
Fountain Valley	San Juan Capistrano	Westminster
Huntington Beach	Newport Beach	Santa Ana

Our surveys follow the accepted OCTA walking requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff has already attended the OCTA MicroPAVER Distress Training Classes held in November, 2011, 2012, 2013. In March, 2014 our staff was acknowledged as "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines.

Registered Engineer / Lead Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement based upon field data and analysis.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Services / Engineering department. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Project Understanding (Scope of Work)



3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (two/three field technicians will drive the proactive schedule). Please see Section 4 of our proposal for the complete Project Schedule.

4) Scope of Work

TASK 4.1: Update Maintenance and Rehabilitation History

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in order to update specific section work histories and PCI ratings. Bucknam recently updated the Costa Mesa MicroPAVER database with pavement maintenance up to May 2014.

Currently the City has the most current MicroPAVER database (version 6.5); our staff will export the necessary MicroPAVER files from the City's server and will perform the necessary updates as shown above (i.e. import database into MicroPAVER 6.5.7). Once the project is completed, our staff will install the updated MicroPAVER database at the City.

TASK 4.2: Pavement Condition Survey

MPAH and Local Street Survey

Bucknam has met and discussed the specific arterial and residential sections that will be surveyed for the 2014-15 efforts. Furthermore, back in July, Bucknam worked with City staff where we prepared several GIS maps that demonstrated what residential streets had been surveyed over the past several survey cycles. During previous projects, Bucknam has worked in junction regarding Ms. Fariba Fazeli's slurry/overlay maintenance schedule and for this project we are already familiar with what sections need to be surveyed prior to any major asphalt improvements (i.e. MPAH & 2016 residential survey schedule).

Once the pavement segmentation has been assessed and verified, the necessary annual inspections will be performed. The City is on two (2) year MPAH survey cycle and a six (6) year cycle residential survey cycle (OCTA guideline).

Our annual survey methodology will include the following approach based on the ASTM D6433-11 and OCTA reporting guidelines:

1. **Walking** All sections are surveyed through walking methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with MicroPAVER & the Army Corp of Engineers sampling guidelines while being flexible to current City requirements.

Project Understanding (Scope of Work)

City of Costa Mesa

All sample locations are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded.

- **2014-15 Survey** - The inspection of approximately 80.3 miles of MPAH segments will be performed
- **2015-16 Survey** - The inspection of approximately 152.3 miles of Residential and 14.8 miles of Alley segments will be performed. Alley sections will be surveyed within the appropriate zones; no private streets will be surveyed under this effort (City maintains 129 unique alley sections). Additionally, the City maintains 40 unique parking lots within the City; these will be surveyed if required
- **2016-17 Survey** - The inspection of approximately 80.3 miles of MPAH, Arterial /Collector segments will be performed
- **2017-18 Survey** - No inspections will be performed; see Task 4.5 for biennial OCTA reporting requirement
- **2018-19 Survey** - The inspection of approximately 80.3 miles of MPAH, Arterial /Collector segments will be performed
- **2019-20 Survey** - No inspections will be performed; see Task 4.5 for biennial OCTA reporting requirement

For all surveys, the use of our **MicroPAVER-Tablet units** allows our staff to collect pavement data with the City of Costa Mesa's **MicroPAVER database** live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as CIP reporting, MicroPAVER training, and on-call services.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. **Field Attribute Data (updated and/or verified)**

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name,
- ❖ Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2014-15 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ ADT volumes (if available from previous reports or current City documents)

2. **Conditional data will be evaluated for all street segments and will include:**

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress
- ❖ Other known or found environmental issues (standing water, site condition, etc.)

Project Understanding (Scope of Work)



City of Costa Mesa

We welcome staff from the City to join our surveys. All pavement data will be entered into the City's most current licensed software (version 6.5.7). If the City has not obtained the most recent version of MicroPAVER we will assist the City in purchasing the software upgrade.) All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office. At the completion of the project, the MicroPAVER database will be placed within your information services network. Additionally, all distress data will be submitted in paper form to the City.

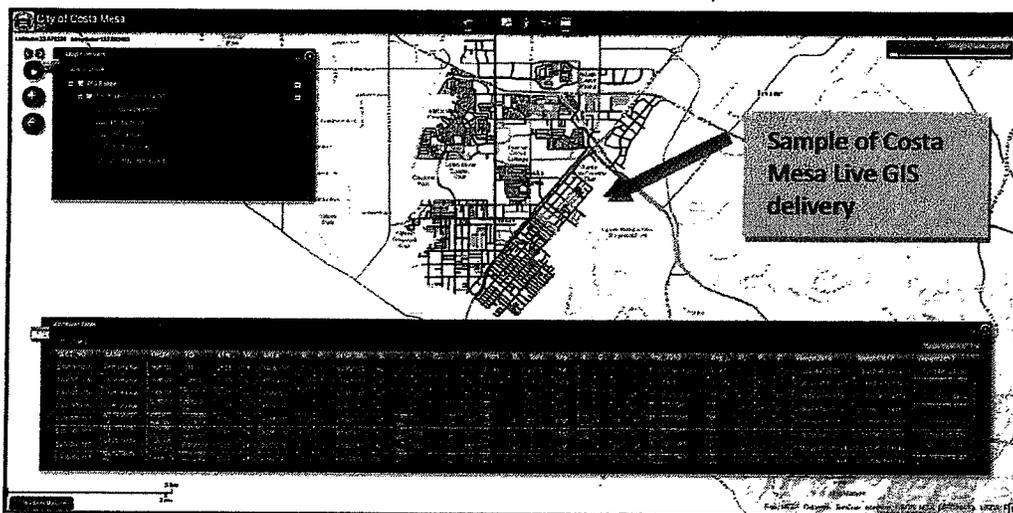
3. Section Distress and PCI Reporting

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly. PCI reports will include identification of all street segments in a continuous manner (i.e., W to E, S to N) as well as PCI values for each segment sorted by rank, name and PCI.

TASK 4.3: Mapping & GIS (Database Verification)

As an enhancement and proactive approach to this project, our staff will implement a dynamic Pavement-GIS link between the selected PMP software and the City's GIS system (ESRI ArcMap 10, ArcGIS Online). The City's existing PMP-GIS layer will be used as base file for importing the new, unique pavement-GIS layer to ArcGIS Online.

Prior to the establishment of pavement surveys, we will update the necessary PMP software-GIS linkages. By using the unique ID's within the PMP and the City's GIS street segment ID's, we will create a one-to-one match for each pavement section in the GIS. As new pavement inspections and edits are entered into the PMP the link that we have created will display the most current PMP data through the City's online web server access. Costa Mesa staff will be able to view access all PMP-GIS through Bucknam's web-portal. Accessing your data will not require any additional GIS software or installation, you simply log on and review your data.



Project Understanding (Scope of Work)



The maps described below will be incorporated into the Final PMP report and GIS Enterprise:

- ❖ PCI values for every section; work history locations; Seven-yr forecasted maint.

Bucknam services are unique in that we now provide your Costa Mesa PMP live on the web through ESRI's web hosting services, staff will simply log in through our client portal at www.bucknam-inc.com. This functionality displays your PMP in a "editing, viewing and query" environment that allows you to view PCI's, run queries, view budgetary reports, work histories and create/delete new sections.

Additionally, any electronic document / image type (i.e. street improvement plans, videos, digital images, site assessment photos, etc.) can be linked to the service shown above. A simple hyperlink will be provided within the table structure shown.

As shown in the PCI map above, by using ESRI's ArcGIS Online, the existing PCI data will be uploaded to the Bucknam Infrastructure Group's ArcGIS Online organizational account. The GIS data is securely stored and hosted by ESRI. In addition to hosting the data, a web service is created by Bucknam to use in web-mapping applications. City Hall will not be required to use any City resources. Access to the application will be secured through a username/password combination to be assigned to the City. Bucknam will ensure that all past, current and future PMP-GIS data and their links to improvement plans are working and accurate.

TASK 4.4: Budgetary Analysis / Maintenance CIP

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. We will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the biennial (even-year) OCTA submittals and Public Services/Engineering CIP programs.

Our staff will review the Costa Mesa database deterioration curves that have been developed based on historical pavement condition inspections (Bucknam inspections going back to 2010), surface type, work histories and road class. The curves will be updated based on 2014-15 pavement conditions. Maintenance strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, grinding, slurry seals, AC on PCC patching and overlays, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into software and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our staff will also review and recommend an update to the existing Area/Zone residential cycle; this will allow us to proactively schedule localized maintenance efforts throughout the CIP.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year (i.e. 2015-2022). Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance

Project Understanding (Scope of Work)

City of Costa Mesa

schedule will be generated. The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Cost benefit of individual strategies (e.g. reach a PCI of 80 in 7-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA Local Match Reduction guidelines
- Future routine maintenance needs based on projected deterioration rates
- Renewed Measure M and AHRP objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

TASK 4.5: Final CIP Report/OCTA Measure M Compliance Reports

We will deliver the Final Report to the City which will be essential for staff use//reference and beneficial for elected officials/upper management. The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will be delivered every two years (June 2016, 2018 & 2020) and will provide the City with information on:

- ❖ Current inventory and pavement conditions indices (PCI) for all road classes
- ❖ Projected annual rehabilitation programs for street maintenance for a seven-year period (ARTERIAL and RESIDENTIAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service
- ❖ Modeling and comparison of budget scenarios typically include:
 - Maintenance required to complete all streets within 7-years
 - Current / Actual budget projection (citywide approach)
- ❖ Strategies and recommendations for the City's AHRP, Prop 42 and maintenance programs and procedures, including a preventative maintenance schedule
- ❖ Supporting documentation required by OCTA Renewed Measure M (December, 2012, or latest version); Chapter 3 items from Countywide PMP Guidelines Manual (OCTA)
- ❖ A detailed breakdown of deferred maintenance (backlog)
- ❖ The PMP will be presented to the Costa Mesa City Council and/or upper management, and we will support Costa Mesa staff in the development of the PMP presentation

Deliverable: Three (3) copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Final PMP database will be installed at City.

Project Team



Project Team – Personnel

The *Bucknam* pavement management team's local agency expertise is demonstrated through:

- ❖ Our experience of managing pavement projects over the past sixteen years;
- ❖ Assisting cities comply with County PMP Propositions / Measures
- ❖ Implementing MicroPAVER throughout Southern California
- ❖ Extensive Los Angeles, Orange, San Diego, Ventura, and Inland Empire PMP project management experience;
- ❖ Our understanding of public works projects from the "city" side through City Engineer and Public Works Director experience;
- ❖ Implementing a realistic, proactive and repeatable PMP methodology that matches your agencies needs and goals.

Bucknam will continue to bring our extensive experience to the City of Costa Mesa by building upon our knowledge and understanding of your PMP goals. For example, we will bring new perspectives through alternative pavement applications (i.e. HAS, overlays, etc.) and progressive GIS applications (ArcGIS Online). Mr. Bucknam's pavement team includes six (6) dedicated, qualified managers and field technicians that have served under his management for over sixteen years on PMP projects. His team of inspectors will update your PMP through sound Army Corps of Engineers – ASTM D6433-11 inspection methodologies. Mr. Bucknam's experience covers the management / implementation of infrastructure management programs that exceeds 26,950 miles of pavement for more than 70 cities and 200+ PMP projects.

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City of Costa Mesa regarding innovative survey methodologies (i.e. Tablet-based windshield, ArcGIS Online PMP-GIS and/or automated digital roadway imaging). We bring a wealth of relevant project experience, pavement application knowledge and relationship building through trust and adherence to schedule.

Bucknam Team Experience (Costa Mesa PMP management since 2010)

PETER BUCKNAM, Project Manager, has managed numerous pavement management projects over the past 16 years in the Southern California region and will be the Project Manager for Costa Mesa's PMP project. Within this time he has served as project manager for seventy agencies in the Southern California. Peter is committed to the project from the receipt of the notice-to-proceed through completion and furthermore he is a certified PMS software trainer on MicroPAVER and performed numerous training sessions for local agencies. He has performed over 40 training workshops covering software's such as MicroPAVER and MTC.

As the City continues to move into the "program management" phase for its pavement program, Mr. Bucknam brings his experience of working with individual cities for numerous years, where he has assisted cities from the onset (turn-key, data conversion) to high-end pavement management and GIS integration and County compliance. Our staff is proud of the long-term PMP contracts we have with local agencies (e.g. Costa Mesa, Irvine, Lake Elsinore,

Project Team



City of Costa Mesa

Ontario, Fountain Valley, Huntington Beach, Newport Beach, and Rancho Santa Margarita, John Wayne Airport). Mr. Bucknam will continue to bring new, fresh and proactive recommendations to your PMP projects (i.e. ArcGIS Online, zone maintenance) and will identify realistic program management and fiscal goals to assist the City in its upcoming CIP.

STEVE BUCKNAM, PE, Principal-in-Charge, will be responsible for the overall performance of the project and provide quality assurance review. Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project. Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 45 years of professional experience and has managed street maintenance, reconstruction and improvement programs.

PATRICK MULLEN, GIS Planner, will oversee all GIS and PMP data migration prior and during the project. He drives all GIS creation, editing and deliverables for the project and is our key staffer for the ArcGIS Online web-hosting services that we provide. Mr. Mullen has been involved with over 50 pavement management projects throughout Southern California.

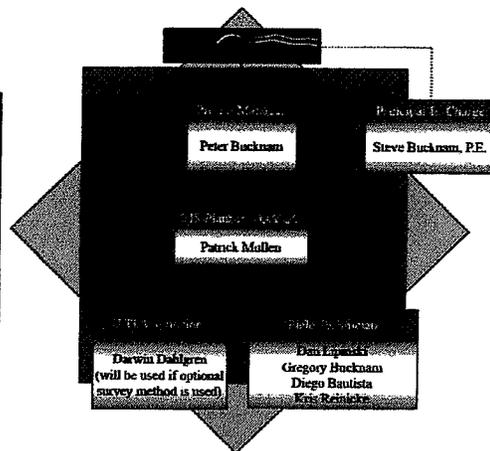
GREGORY BUCKNAM, Lead Field Technician, will be the lead field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 75 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. Greg has been involved with all PMP updates regarding Bucknam's tenure with the City of Costa Mesa.

DIEGO BAUTISTA, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. Mr. Bautista has been involved with over 25 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project.

DAN LIPINSKI, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 45 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project.

With three technicians on this project that have: surveyed Costa Mesa's PMP network from 2010 to 2014, are OCTA certified, are trained in the Army Corps of Engineers survey methodology and are available to begin work immediately; your survey schedule will be expedited.

Our team will be able to perform the necessary surveys within four (4) weeks' time due to our experience, availability and man-power.



Qualifications / References



Firm Profile and Qualifications

With more than sixteen years of managing change, *Bucknam Infrastructure Group, Inc. (S-Corp)* is committed to building stronger relationships with government organizations through frequent communication and team building. We build long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, capital programs, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure management services, as well as database management, pavement / ROW field inspection services, and GIS automation and management. Our staff consists of registered civil engineers; former Director of Public Works-City Engineers and maintenance specialists who can help implement solutions based upon your specific facility/infrastructure needs and will provide assistance through each step of your project.

Our extensive professional experience includes:

Regarding Pavement Management Programs, our firm is currently assisting 25+ local agencies comply with County pavement reporting requirements. In addition to the extensive knowledge

Pavement-CIP Management (PMP)	Public Works Management
Pavement Data Conversion	ADA Self-Evaluation/Transition Planning
Pavement Condition Surveys	GASB 34 Compliance/Reporting
PMP Assessments / Software	Intranet GIS Implementation
PMP/GIS Deliverables	Contract GIS Services
ArcGIS Online Apps / Tool Development	Traffic Control Device / Sign Inventory
Public Right-of-Way Inventories	Maintenance Management Programs
PMP OCTA - Compliance Reporting	Record Retention / Scanning Services
Digital Roadway Imaging / Survey	Utility GIS Services

and experience of our infrastructure management professionals, Bucknam provides a broad scope of administrative, inspection, construction management, civil engineering, and GIS services to public agencies. The extensive experience of Bucknam's staff, coupled with its service to more than 100 cities and other public agencies, assures our clients that the firm is a broad based resource with an understanding of today's infrastructure issues and knows how to provide the necessary solutions to public agencies in today's complex governmental environment.

We bring a wealth of experience to the City through our successful track record, pavement management knowledge through application, and relationship building through trust and adherence to schedule. We look forward to working with you on your project.

Delineation of Bucknam Infrastructure Group's Strengths

As Bucknam approaches sixteen (16) years of pavement management experience, our firm is distinct and unique in the fact that we have continued to improve upon our long-term local

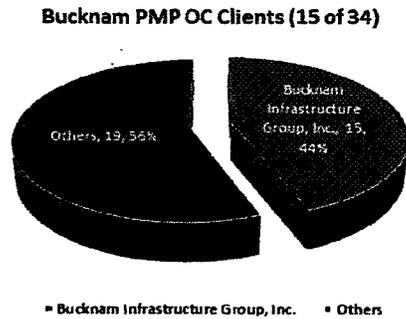
Qualifications / References

City of Costa Mesa

agency client based throughout Orange County. Building and establishing long-term client relationships through PMP management is a clear delineation of our professional services.

Bucknam's experience and qualifications directly related to this project and other key delineation strengths include:

- Working with 15 of the 34 Orange County local agencies in the past two years
- Focused managers / field technicians that perform infrastructure management services at cost-competitive rates and deliver quality products
- Local presence (Laguna Niguel / Oceanside offices) allows our firm to be on-site within an hour to respond to Costa Mesa requests and needs
- 2014-15 incorporation of ArcGIS Online – PMP mapping (intranet based use); requires no GIS software to view your PMP online (See Task 7 within Scope of Work)
- Proven pavement management services to Costa Mesa since 2010
 - Bucknam established current PMP database network (232.6 miles)
 - Bucknam established current Parking Lot database and GIS (40 parking lots)
 - Bucknam established current Alley database and GIS (14.8 miles)
- Proven GIS services to Costa Mesa since 2010
- Assessed and recommended proactive Arterial and Local pavement maintenance schedules (2010 through 2021); working one-on-one with Ms. Fariba Fazeli and Mr. Ernesto Munoz on the Public Services Maintenance improvements and schedules



Relevant Project Manager Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA Renewed Measure M compliance experience, PMP software training expertise, and the broad knowledge of our pavement project team. Our project team brings over 75 years of public/private engineering and data management experience to the City of Costa Mesa. This includes over 200 PMP projects covering turn-key projects, simply training of City staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs.

Mr. Peter Bucknam, our Project Manager, has worked with over half the cities within Orange County, over seven (7) San Diego county local agencies, and 20+ Los Angeles county local agencies regarding pavement management projects. He served as the Project Manager for the OCTA Pavement Management Software project in 2008-09 where he interviewed all 35 Orange County agencies regarding their unique PMP needs and successfully approved MicroPAVER for County wide use.

Qualifications / References



City of Costa Mesa

Currently, Mr. Peter Bucknam is assisting numerous other Orange County agencies with PMP services (Irvine, Laguna Niguel, Laguna Hills, Laguna Beach, SJC, Costa Mesa, Fountain Valley, RSM, Aliso Viejo, Westminster, Brea, Tustin, Huntington Beach, Newport Beach and Santa Ana).

Mr. Bucknam has worked on numerous projects similar to Costa Mesa's current PMP project; we have listed five (5) similar pavement management projects that cover the same task descriptions as listed in your RFP (all use MicroPAVER):

1. 2010/14 – City of Costa Mesa, "Citywide Pavement Management Program"
2. 2008/16 – City of Irvine, "Citywide Pavement Management Program – GIS"
3. 1998/16 – City of Fountain Valley, "Citywide PMP Update, GIS Intranet Implementation"
4. 2008/17 – John Wayne Airport (County of Orange) Pavement Management Program
5. 2002/15 – City of Huntington Beach, "Citywide Pavement Management Program"

Relevant Project Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA PMP experience, public Right-of-Way (ROW) inventory expertise, and the broad knowledge of our infrastructure project team.

Bucknam Infrastructure Group, Inc.

Citywide Pavement Management Program Update City of Costa Mesa (2010-2014)

Ms. Fariba Fazeli, P.E., City Engineer – (714) 754-5378
77 Fair Drive, Costa Mesa, CA 92628 (ffazeli@ci.costa-mesa.ca.us)

Bucknam staff has been working with the City of Costa Mesa since 2010 regarding the citywide pavement management program. Over the past four years our staff has surveyed all 320 miles of pavement (streets, alleys, parking lots) and generated numerous Public Services / Engineering pavement CIP reports. These reports and recommendations within have been essential in the City's development and application of proactive slurry / overlay maintenance since 2010. The City's overall weighted PCI has dramatically increased due to the City's continued PMP approach and management.

City of Irvine (2008-2016)

-Citywide Pavement Management Program Updates (2008 thru 2016)

-Citywide Bike Trail and Parking Lot Assessment (2011)

Mr. Joe Dillman, Public Works Street Supervisor – (949) 724-7696
6427 Oak Canyon, Irvine, CA 92618 (jdillman@ci.irvine.ca.us)

Bucknam was selected in 2008 as the prime "Infrastructure Management" consultant by the City of Irvine to perform a citywide conversion of their previous CHEC pavement software to MicroPAVER as well as perform 392 miles of pavement survey.

Qualifications / References

City of Costa Mesa

Our staff developed a citywide capital improvement plan that proactively developed an **OCTA compliant** arterial network and a residential maintenance zone program that will garner the greatest return-on-investment for the City. All MicroPAVER data was be linked to the City's GIS system through the GBA Master Series software.

Based on our assessment, conversion and implementation efforts, the City has recently contracted with our firm for additional pavement management projects such as the Bike Trail and Parking Lot assessment and the Park and Facility Sidewalk assessment. Additionally, our staff is currently performing pavement management and inspection services on an "on-call" basis to support Public Works staff and their infrastructure management needs.

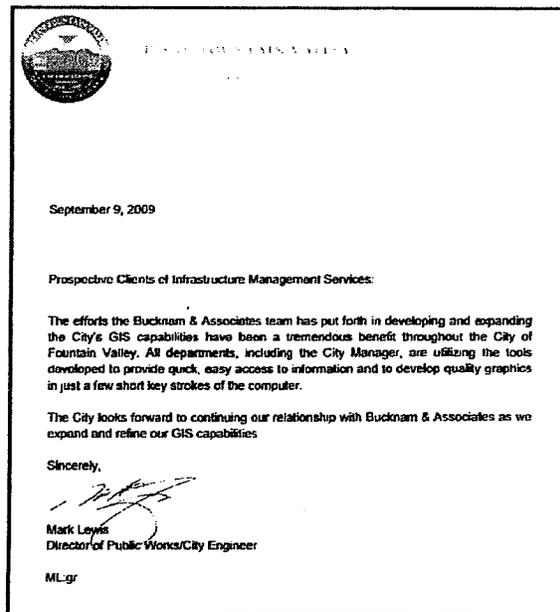
Citywide Pavement Management Program City of Fountain Valley (1998-2016)

Mr. Mark Lewis, City Engineer – (714) 593-4435
10200 Slater Avenue, Fountain Valley, CA 92708 (mark.lewis@fountainvalley.org)

Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over fifteen (15) years and is current beginning the 2014 annual PMP update for **Renewed Measure M compliance**.

Over the sixteen years Mr. Bucknam has overseen eleven phases of pavement survey, built the City's Pavement-GIS layer, and assisted the City in accomplishing the overlay of more than 90% of the City's arterial network. Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.

Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring and the reorganization of the City's slurry/overlay zones to create a more attainable, proactive residential maintenance program.



In 2013, Bucknam Infrastructure Group become the City's "go-to" GIS consultant (Contract GIS Services); Mr. Peter Bucknam serves as the Project Manager for GIS related projects across all City departments. Additionally, this fiscal year, our staff is performing a local/residential pavement management study (25% survey) for the City.

Qualifications / References



City of Costa Mesa

John Wayne Airport (JWA), Orange County Pavement Management Program Update (2008-2017)

Mr. Leo Tang, A/E Project Manager – (949) 252-6068
3160 Airway Avenue, Costa Mesa, CA 92626 (ltang@ocair.com)

In 2008 Bucknam was selected by the John Wayne Airport to perform a facility-wide pavement survey which includes all PCC aprons, taxiways and AC runways. This also included our staff assessing the previous MicroPAVER inspection efforts that were performed during 2002 to 2008. Furthermore we assisted JWA staff develop a new FAA required capital improvement program through the use of MicroPAVER. Our work efforts covered a three-year term and assisted JWA staff in implementing a MicroPAVER-GIS based system to enhance the PMP. Since 2008, our staff has complete two more full cycles of pavement survey throughout JWA's landside and airside pavement networks. This work will continue to FY 2017.

Citywide Pavement Management Program City of Huntington Beach (2002-2015)

Dereck Livermore, Maintenance Supervisor – (714) 374-1732
Tom Herbel, City Engineer – (714) 375-5077
2000 Main Street, P.O. Box 190, Huntington Beach, CA 92648

Moving the City to a higher level of management through GIS was the focus of the City's pavement management efforts in 2002. Mr. Peter Bucknam was project manager and instrumental from the beginning of the project even before it was contracted. The project consisted of moving the City PMS database from a proprietary software program to a more user friendly interface, CarteGraph, that would allow not only the engineering staff to use it but allowed upper management to have the ability to request PMS data through ESRI products.

Since 2002, Mr. Peter Bucknam has managed and overseen seven phases of MPAH and Local surveys and has built a solid management approach to the City's long-term management of the PMP.

Other local agencies our project manager and staff have worked with over the past twelve years (Infrastructure Management, Visual inspections, Coring, Deterioration Analysis, Deflection Testing projects):

City of Santa Ana	City of El Segundo	City of Cathedral City
City of Temecula	City of Sierra Madre	City of Inglewood
City of Burbank	City of Alhambra	City of San Clemente
City of Pico Rivera	City of Yorba Linda	City of Beverly Hills
City of Los Alamitos	City of Laguna Hills	City of Santa Barbara
City of Stanton	City of Rancho Palos Verdes	City of Palmdale
City of Culver City	City of Moreno Valley	City of Arcadia

EXHIBIT C
FEE SCHEDULE

CITY OF COSTA MESA
Pavement Management Program
Fee Proposal - October 17, 2014

	Description	Principal	Project Manager	GIS Planner	Field Technician(s)	Admin	Total by Task
	Base Fee	\$250/hr	\$175/hr	\$130/hr	\$84/hr	\$75/hr	
Task 1	Kick-off Meeting PMP Services						
Task 1.1	Project Kick-off		4	2			\$960
Task 1.2	Project Status Meetings - Quality Control Program	1	8	6	32		\$5,118
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	3	3	2	2	\$1,483
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule	1	4	4			\$1,470
Task 4	Scope of Work						
Task 4.1	Update Maintenance and Rehabilitation History						
	Pavement Work History Data Entry		2	1	16		\$1,824
Task 4.2	Pavement Condition Survey						
	MPAH and Local Street Survey						
	2014-15 Survey (80.3 MPAH miles-Walking)		8	6	96		\$10,244
	2015-16 Survey (167.1 Local + Alley miles-Walking)		8	10	192		\$18,828
	2016-17 Survey (80.3 MPAH miles-Walking)		8	6	92		\$9,908
	2017-18 Survey (No Survey - only reporting)						\$0
	2018-19 Survey (80.3 MPAH miles-Walking)		8	4	90		\$9,480
	2019-20 Survey (No Survey - only reporting)						\$0
	Parking Lot Inspections						
	- 40 Parking Lots (1.6 million SF)						TBD
Task 4.3	Mapping and GIS (Database Verification)						
	PMP - GIS section verification - ArcGIS Online *		6	38	6		\$6,494
Task 4.4	Budget Analysis / Maintenance CIP		12	4	2		\$2,788
Task 4.5	Final CIP Report / OCTA Measure M Compliance						
	2016 Biennial Reporting	2	24	6	4	2	\$5,966
	2018 Biennial Reporting	2	24	4	4	2	\$5,706
	2020 Biennial Reporting	2	22	4	4	2	\$5,356
	Reimbursables (mileage, printing, materials)						\$2,850
	All deliverables will become property of the City of Costa Mesa						
	All Tasks are negotiable						
	Total Hours per Staff	9	141	98	540	8	
	Total Base Fee	\$ 2,250	\$ 24,675	\$ 12,740	\$ 45,360	\$ 600	\$88,475
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule							

Notes:

Task 4.2 - All surveys will be walking surveys

Task 4.2 - Parking lot survey will be TBD, if City elects to survey then a fee will be proposed

Task 4.3 - ArcGIS Online purchase will be necessary from City; cost will be determined by usage

Task 4.5 - Draft reporting will be submitted in May and Final reporting will be submitted in June



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 250
Senior Project Manager	215
Senior Engineer / Planner	185
Construction Manager	177
Pavement Management Project Manager	175
Management Analyst	165
Project Engineer / Planner	155
Senior Engineer / Technician / GIS Planner / Inspector	130
Assistant Engineer / Technician / GIS Planner / Inspector	125
CADD Operator	110
Administrative Assistant	105
Field Technician	84
Clerical / Word Processing	75
Forensic Services	Quote
 <u>Reimbursables</u>	
Mileage	\$ 0.65/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

**Standard Hourly Rates
shown will not be
changed and/or
increased during the
contract period**

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760-216.6549 www.bucknam.net

EXHIBIT D
PROJECT SCHEDULE

Project Schedule



City of Costa Mesa

Project Schedule

Our Critical Path Method (CPM) project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings.

Task Name	8-Dec	18-Dec	17-Dec	24-Dec	31-Dec	7-Jan	14-Jan	21-Jan	28-Jan	4-Feb	11-Feb	18-Feb	25-Feb	4-Mar	11-Mar
BASE SCOPE OF WORK															
1) Project Implementation															
Task 1.1 - Project Kickoff	X														
Assess PMP data / Establish Survey															
Task 1.2 - Project Status Meetings - Quality Control															
Project Status Meetings	X						X			X		X			
2) Client Satisfaction															
Task 2.1 - Project Deliverables			X				X								
3) Project Schedule	X														
4) Scope of Work															
Task 4.1 - Update Maintenance & Rehab Activities															
Task 4.2 - Pavement Condition Survey (2014-15 MPAH)															
PCI Reporting				30%			65%			100%					
Survey Project Status Meeting							X			X					
Quality Control Checks															
Draft PCI Reporting															
2015-16 Residential / Alley Survey															(Annual Work will start Spring 2016) →
2016-17 MPAH Survey															(Annual Work will start in Dec.) →
2017-18 No Survey															(Annual Work will start in Dec.) →
2018-19 MPAH Survey															(Annual Work will start in Dec.) →
2019-20 No Survey															(Annual Work will start in Dec.) →
Task 4.3 - Mapping & GIS (Database Verification)															→
Task 4.4 - Budget Analysis / Maintenance CIP															
City Review of Draft Final Report															
CIP Project Status Meeting												X			
Delivery of Final CIP Report															
Task 4.5 - Final CIP Report / OCTA Compliance Report															

See key milestone dates from the 2014-15 project schedule below:

- Project Kickoff – December 3, 2014
- Survey Completion – January 28, 2015
- Delivery of Draft CIP PMP – February 6, 2015
- City comments returned to Consultant – late February, 2015
- Delivery of multi-yr CIP Final Report (OCTA Report) – Early March, 2015
 - Costa Mesa CIP data/Final Report, reporting and revenue projections will be submitted by March 11, 2015
- Implementation of PMP software/database – Any time after acceptance of Final PMP
- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report, March, 2015 (as well as March, 2017 and 2019)

Additional annual schedule items/notes:

- 2015-16 Residential / Alley work will begin in the Spring of 2016; completion Sept. 2016
- 2016-17, 2017-18, 2018-19, 2019-20 Annual work will begin each December of that given fiscal year
 - Draft & Final reports will be submitted May/June of 2016, 2018, 2020

City of Costa Mesa, CA
Pavement Management Program (2014 - 2020)

Task Name	3-Dec	10-Dec	17-Dec	24-Dec	31-Dec	7-Jan	14-Jan	21-Jan	28-Jan	4-Feb	11-Feb	18-Feb	25-Feb	4-Mar	11-Mar
BASE SCOPE OF WORK															
1) Project Implementation															
Task 1.1 - Project Kickoff	X														
Assess PMP data / Establish Survey															
Task 1.2 - Project Status Meetings - Quality Control							X			X		X			
Project Status Meetings	X														
2) Client Satisfaction															
Task 2.1 - Project Deliverables			X				X								
3) Project Schedule	X														
4) Scope of Work															
Task 4.1 - Update Maintenance & Rehab Activities															
Task 4.2 - Pavement Condition Survey (2014-15 MPAH)															
PCI Reporting				30%			65%			100%					
Survey Project Status Meeting							X			X					
Quality Control Checks															
Draft PCI Reporting															
2015-16 Residential / Alley Survey															
2016-17 MPAH Survey															
2017-18 No Survey															
2018-19 MPAH Survey															
2019-20 No Survey															
Task 4.3 - Mapping & GIS (Database Verification)															
Task 4.4 - Budget Analysis / Maintenance CIP															
City Review of Draft Final Report															
CIP Project Status Meeting															
Delivery of Final CIP Report												X			
Task 4.5 - Final CIP Report / OCTA Compliance Report															



EXHIBIT E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILLIS OF ILLINOIS, INC. 233 S WACKER DR, SUITE 2000 CHICAGO, IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): (888) 780-5381 FAX (A/C, No): (877) 737-8498 E-MAIL ADDRESS: Certificate@hanover.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Hanover American Ins Co</td> <td>36064</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Ins Co of America	31534	INSURER B:	Hanover American Ins Co	36064	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED BUCKNAM INFRASTRUCTURE GROUP INC 3548 SEAGATE WAY SUITE 230 OCEANSIDE, CA 92056																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	OBC A399956 00	09/16/2014	09/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	OBC A399956 00	09/16/2014	09/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	OBC A399956 00	09/16/2014	09/16/2015	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WZC A399946 00	09/16/2014	09/16/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: OCTA PMP

City of Costa Mesa is an Additional Insured pursuant to the terms and conditions of form: 391-1586 (General Liability Supplementary Endorsement). Additional Insured is primary and noncontributory to the extent provided by form 391-1586.

CERTIFICATE HOLDER**CANCELLATION**

City of Costa Mesa
 Fariba Fazeli - City Engineer
 77 Fair Drive
 Costa Mesa, CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Bucknam Infrastructure Group, Inc. 3548 Seagate Way, Suite 230 Oceanside, CA 92056	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W635690 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			MCH288359767	09/16/2014	09/16/2015	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 11/14/2014 WITH ID: W635109.

CERTIFICATE HOLDER CANCELLATION

City of Costa Mesa Fariba Fazeli - City Engineer 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

EXHIBIT F
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.