

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KITCHELL CEM, INC.**

THIS AGREEMENT is made and entered into this 1st day of December, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KITCHELL CEM, INC., a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide construction management services, 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 Nine Hundred Six Thousand Two Hundred and Eighteen Dollars (\$906,218.00).

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 five (5) years, ending on November 17, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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:

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- (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:

Kitchell CEM, Inc.
940 South Coast Drive, Suite 115
Costa Mesa, CA 92626
Tel: (714) 278-4499
—
Attn: Wendy Cohen

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5303
Fax: (714) 754-5028
Attn: Robert Staples

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: _____

DEPARTMENT HEAD APPROVAL

Stephen Dunivent, Interim Finance Director

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

July 15, 2015

SUBJECT: REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR REMODELING AND/OR NEW CONSTRUCTION OF VARIOUS CITY'S FACILITIES

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional construction management services, for the next five years, on an as-needed basis, for various upcoming City facilities' projects. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	8/14/15
2. City Council Award (Professional Services Agreement)	9/15/15
3. Kick off meeting	9/16/15
4. End of contract	9/16/20

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

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Fariba Fazeli, at (714) 754-5378.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on Friday, August 14, 2015. All proposals shall be delivered or mail to:

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

Mailing Address:
P.O. Box 1200, Costa Mesa, CA 92628-4193

Sincerely,

A handwritten signature in black ink, appearing to read "Fariba Fazeli".

Fariba Fazeli, P. E.
City Engineer

REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR REMODELING AND/OR NEW CONSTRUCTION OF VARIOUS CITY'S FACILITIES

1. INTRODUCTION

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP's) for selection of a Construction Management (CM) firm for work related to remodeling and/or new construction of various City's facilities. Currently, the City has set aside sufficient funding towards the remodeling of Council Chambers, Conference Room 1A, Community Meeting Room and Employee Lounge located on the first floor of the City Hall, at 77 Fair Drive. The project also includes construction of an outdoor meeting area, and ADA and Audio/Video upgrades. The construction cost for the entire project is estimated at \$3.0 million. The construction documents are 95% complete and construction is anticipated to start by January 2016.

In addition, Fire Station No. 1, located at 2803 Royal Palm Drive, was built in the early 1960's. The existing building consists of a 2,750 Square Foot Engine room (Apparatus Bay/Garage) and a 6,725 Square Foot Living facilities (livable space). The existing Fire Station has exceeded its useful life, and is no longer compliant with current standards and modern building codes.

In Fiscal Year 2015-2016, the City Council allocated partial funding towards the design and construction of a new Fire Station No. 1; approximately 8,500 S.F house with 3,500 S.F. garage. The Fire Station Structure will be located on the same site, owned by the City, at 2803 Royal Palm Drive. The construction cost is estimated at \$4.5 million dollars. The conceptual design phase for this project is scheduled to start in August 2015. Pending funding availability, the construction for FS No.1 could take place during the time frame of January 2017 to July 2018.

This RFP's will include professional construction management services; working closely with City project staff; review of the construction documents and constructability analysis; Prime Contractor prequalification; review and analysis of general contractor bid proposals and project schedules; construction oversight and coordination; and, post occupancy services such as project close-out and post inspections/job walks for the project and related site improvements.

The objective of this RFP's is for the City to identify and select a Construction Management firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive construction management and project oversight services for these high profile projects. The selected firm and identified staff shall demonstrate strong construction knowledge and background in construction of municipal buildings and facilities; be capable of providing leadership to the entire design and construction team and be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to a maximum of 25 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 that 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 and to conduct the presentation, if invited for an interview. 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. Two separate fee schedules for the project 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.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increased during the contract duration.
- 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's 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

1.0 Project Description: This scope of services is to provide the typical construction management and administration services for remodeling of Council Chambers, Conference Room 1A, Community Meeting Room and Employee Lounge as well as ADA and Audio/Video upgrades on the first floor of the City Hall, at 77 Fair Drive. The scope of services shall also include typical construction management and administration services for the construction of a new Fire station at 2803 Royal Palm Drive within the next four years.

The following are the typical services and deliverables anticipated for this project.

2.1 Pre-Construction Services

2.2 Perform a thorough review of the construction documents and conduct a thorough constructability analysis.

2.3 Prepare the Construction Management Procedures Manual and provide an overview presentation to the project team for final review/acceptance.

2.4 Establish project filing and other record keeping systems.

2.5 Pre-Construction Meeting. Schedule, notify appropriate parties, and conduct an initial pre-construction meeting with the Contractor. Prepare and distribute pre-construction minutes to attendees and other parties. The pre-construction meeting shall cover, as a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, requests for clarification, progress payments, change orders, safety issues, emergency response requirements, and other pertinent topics. Provide opportunities to have the Contractor's questions answered. Collect from the Contractor the submittal items required to be submitted at the pre-construction meeting.

2.6 Project Baseline Schedule. Conduct project schedule workshop for the Contractor's development of the baseline schedule adhering to the contract schedule specifications. Ensure the timely preparation, analysis and review with the City for acceptance prior to 1st payment.

3.1 Correspondence, Reports, and Other Forms of Communication

3.2 Document Standards. Prepare project correspondence and other forms of communication in accordance with industry standard document control and management procedures.

3.3 Document/Tracking Control. Manage the receipt, logging, control, tracking, and timely processing of project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process, non-compliance, work to be completed, and other tracking logs as requested.

3.4 Records. Maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.

4.1 Site Conditions and Progress Visual Documentation

4.2 Pre-Construction Video and Photos. Coordinate and review the Contractor's videotape and photos of pre-construction site conditions prior to beginning any construction operation. Confirm existing conditions within the limits of the work in adjacent areas and along access and haul roads. The Contractor's documentation shall clearly depict the pre-existing conditions of public and private improvements, including, but not limited to, street, drainage, utilities, landscaping, and irrigation improvements. Compare Contractor's pre-construction site surveys to the site surveys performed under this scope of work. Note any discrepancies and resolve issues. Describe in memorandum, submitted prior to the beginning of any construction operation, pre-existing damage identified within the limits of work and along access and haul roads. Meet with owners of pre-existing damage to document and confirm existing conditions. Document any damage to public and private improvements incurred during construction operations and meet with owners immediately following discovery of damage to resolve repair requirements and responsibilities.

4.3 Progress and Other Photos. Maintain a digital photographic library of significant critical construction scheduled activities. Include grading, relocated / added utilities, foundation and building structure. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Incorporate photographs taken by others into the overall photo documentation record of the project.

5.1 Meetings

- 5.2 Weekly and Monthly Construction Meetings. Schedule and conduct construction project meetings with the Contractor and the City. Provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other Contractors, status of change orders, submittals and RFIs, safety issues, OSHA visits and citations, and other topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings and include identified action items. Review the meeting minutes with the Contractor and obtain the Contractor's concurrence with the content. Distribute the minutes to the attendees within five calendar days of the meeting.
- 5.3 Other Meetings. Attend other construction-related meetings as requested by the City.

6.1 Shop Drawing and Submittal Reviews

- 6.2 Submittal Reviews. Review each submittal received from the Contractor for conformance with the requirements of the drawings and specifications. Check each submittal against the Contractor's schedule for potential resubmittals that may cause schedule impacts. Coordinate required reviews of submittals with the Design Engineer and the City. Submittals of a general nature are to be reviewed and processed by the Design Engineer. Distribute submittals to appropriate reviewers with dated transmittal letters.
- 6.3 Submittal Log and Status of Submittals. Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals and reviews. Review with the Contractor the status of submittals at the weekly construction meeting using the submittal log and the master submittal list.

7.1 Plan and Specification Interpretation and Control

- 7.2 Requests for Information (RFI). Coordinate the RFI log. Review and respond to Contractor RFI. Make every effort to review and provide appropriate response to RFI prior to involving the Design Engineer. Distribute RFI to appropriate staff and coordinate timely response. Review answers and prepare formal response to Contractor within five calendar days of receipt of response, or as needed to meet schedule requirements. Respond in writing to Contractor questions from a reasonable review of the drawings and specifications for clarification items. Record changes in the record specifications and plans.
- 7.3 Requests for Changes in Design. Review and respond to requests for design revisions by the Contractor. Responses to requests for design revisions require prior written approval from the City and/or Design Engineer. Revisions in design may take the form of value engineering (VE) and shall require extensive research, evaluation, and recommendation from the Design Engineer. Provide written recommendations, as required.

- 7.4 Field Orders. Initiate and review field orders and schedule requirements when a change in the work is needed to maintain the design intent. Issue the field order to the Contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record specifications and plans. If required, follow-up with a change order within 14 calendar days of mutual agreement with Contractor on pricing and conditions.
 - 7.5 Substitution Requests. Coordinate evaluation of "or-equal" or product substitution requests with the Design Engineer, the City, vendors, manufacturers, and others. Prepare evaluation and recommendation for "or-equal" or product substitution request.
 - 7.6 Record Drawings and Specifications. Update continually the plans and specifications as the work progresses. Incorporate modifications and changes from all sources, such as submittals, RFI, VE, field orders, extra work, and change orders. Compare the record drawings and specifications with the Contractor record drawings and specifications monthly.
- 8.1 Construction Management Administration and Special Staffing
- 8.2 Management. Oversee, perform, and coordinate construction management services including a process for on-going risk analysis as required to verify and assure the timely completion of the work. Prepare reports, letters, and memoranda; conduct meetings; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor (City to process through Risk Management); coordinate subconsultants, testing, and specialty services; review daily inspection notes and identify and resolve nonconforming items; notify the City of significant problems and discrepancies; interpret drawings, specifications, and reference standards; monitor construction activities and schedules; resolve constructability problems; coordinate connections and operations; prepare change orders; review and notify the Contractor of test results; investigate claims; perform inspections; review the Contractor's project record drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and all other duties related to construction management as requested by the City.
 - 8.3 Resolution of Day-to-Day Construction Issues. Lead resolution of day-to-day construction issues raised. Coordinate with the City, Design Engineer, and Contractor on technical issues and concerns, as well as interpretation of the design documents. Interface with the Design Engineer for resolution of technical issues, processing of change order requests or design changes to suit actual conditions encountered in the field.
 - 8.4 Provide labor compliance monitoring services in compliance with the California Department of Industrial Relations.
- 9.1 Project Schedule Updates and Progress Payment Applications
- 9.2 Monthly Review. Conduct monthly schedule and progress payment meetings with the Contractor and coordinate and update the record drawings at this

meeting. The construction progress shall be based on an agreement between the Construction Manager and the Contractor of the physically installed bid item quantities. The result of these meetings shall be the update of the construction schedule and the progress payment estimate. Coordinate the review of the Contractor's monthly progress payment request with City staff and prepare a recommendation stating the proper amount of payment. Use the Schedule of Values and actual quantities installed as a basis for the recommendation.

9.3 Prepare detailed monthly progress reports to the satisfaction of the City.

10.1 Change Control Management

10.2 Identify and Track Changes. Identify and track potential changes to the work and schedule. Prepare, log, and monitor Contractor or City initiated changes to the work, extra work, and change orders.

10.3 Request for Quote (RFQ). Request cost proposals from the Contractor for extra work and negotiate final cost.

10.4 Justification of Extra Work or Change. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives and resolution recommendation for action by the City.

10.5 Prepare Change Orders. Prepare and submit change orders in the City's format to the City for written approval within seven calendar days of the finalization of negotiations.

11.1 Claims Management

11.2 Identify and Track Claims. Identify, prepare, log, and monitor Contractor potential claims. Report verbal and written claims immediately to the City. Coordinate claims with the City's Project Manager, Risk Manager, and General Counsel Office.

11.3 Resolution Alternative. Prepare written explanation of each claim with full background of issues, proposed resolution alternatives, and resolution recommendation for action.

11.4 Negotiate and Resolve Claims. Assist and support the City in resolving claims minimizing the impacts and disputes, including written responses to Contractor and private parties, giving depositions, assisting with dispute resolution, arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by Contractor default. Negotiate claims to an agreed conclusion.

11.5 Private Party Claims. Investigate claims for damages by private parties and respond in writing within two calendar days of receipt of the claim. Coordinate the written response with the City's Project Manager and Risk Manager.

12.1 Quality Assurance

12.2 Inspection of the Work. Provide inspections as necessary to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Inspect construction activities, which are identified in the contract documents to be performed at night, weekends, and/or holidays.

12.3 Reports. Prepare reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for the delays, and deficiencies, which may impact the schedule. Prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements.

12.4 Revisions to Contractor's Methods. Discuss appropriate revisions to the methods and procedures used in performing the work. Inspectors may not authorize extra work or approve of work that deviates from the contract documents. Any deviations must be authorized through the RFI process.

12.5 Deviations in the Work. Advise the City's Project Manager and the Contractor of deviations in the work and document any deviations. Record deviations that are not corrected and immediately deliver a Notice of Non-Compliance to the Contractor. Perform necessary follow-up to resolve Notices of Non-Compliance. Include unresolved Notices of Non-Compliance on substantial completion punch lists.

12.6 Pipeline Shutdowns. Coordinate necessary pipeline shutdowns, with City staff, to complete connections to existing facilities.

13.1 Geotechnical Engineering and Material Testing Services

13.2 General Requirements. Schedule sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the American Society for Testing and Materials (ASTM). The standards shall be applicable to the class and nature of the articles or materials under review unless otherwise stipulated in the project specifications, or authorized in writing by the City.

14.1 Startup, Closeout, and Acceptance Services

- 14.2 Operation Testing Plan. The operational testing plan shall be developed in consultation with the City, Design Engineer, Contractor, and all appropriate vendors. Review and recommend the operational testing plan. Coordinate the testing of the equipment and facilities with the City, and assist Contractor's personnel as required during the startup phase.
- 14.3 Punch List. Prepare detailed project punch lists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the City and other parties. Provide certification of Contractor's compliance on work items specifically requested by the City. Verify that work, testing, cleanup, and Contractor demobilization are complete.
- 14.4 Final Walk-Through. Schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the City.
- 14.5 Recommend Acceptance. Recommend acceptance of the work in writing in preparation for issuance of the Certificate of Substantial Completion and/or Notice of Completion.

15.1 Post Construction

- 15.2 Operations and Maintenance Materials. Deliver the Operations and Maintenance Manuals and any spare parts and equipment upon acceptance of the project by the City.
- 15.3 Record Drawings Certification. Review and certify that the Contractor's project record drawings are complete and accurate. Provide the drawings to the Design Engineer.
- 15.4 Final Payment. Recommend final payment in the form of release of retention to the Contractor in accordance with contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Obtain a Conditional Waiver of Lien from the Contractor prior to recommending final payment. Certify final payrolls as needed.
- 15.5 As-builts. Provide Contractor's red-lines to the City for as-builts
- 15.6 Closing Out Contract. Take the lead in negotiating and closing out the construction contract. Prepare the memorandum to the City recommending acceptance of the project and the Notice of Completion
- 15.7 Final Project Records and Documents. These records must be turned over to the City upon completion of the project

16.1 Extended Services (*by separate fee request*).

16.2 Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicated these services in your proposal.

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's 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's 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**



August 14, 2015

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

RE: Request for Proposals to Provide Professional Construction Management Services for Remodeling and/or New Construction of Various City Facilities

Dear Ms. Fazeli and Members of the Selection Committee:

We are pleased to present our qualifications to the City of Costa Mesa as you continue the implementation of your Capital Improvement Program. We appreciate the opportunity to be considered as a team member for the various support services at the City of Costa Mesa. Based locally in Costa Mesa, the Kitchell team is excited about the opportunity to work in the community that they live and play in.

The following are key differentiators our firm and team will bring to your projects.

- ▶ **We Have the Experience.** Since our inception, we have **completed over \$43 billion in public works construction**, including municipal office and public safety facilities, courthouses, performing art centers, **fire stations**, theaters, museums, **civic centers**, schools and correctional centers. With a long history supporting California public entities, Kitchell has a vast amount of experience working with local agencies on new construction and renovation projects. We are specialists in the management of fire station projects throughout the state of California.
- ▶ **We Have the Right Team.** We have selected a team of experienced project managers who are well-versed in providing construction management services for a variety of projects in a public environment. **Our team is versatile in their experience to match the variety of capital projects that the City has planned and can be scaled to meet the City's needs.** Our project team has a depth of experience on a variety of projects including new construction and modernization.
- ▶ **Depth of Resources.** Our project team has access to Kitchell's **in-house Engineering & Architectural Services Department** which includes licensed architectural, civil, structural, mechanical and electrical professionals. These professionals serve as a **valuable resource for our project managers** during the course of any project. Our services also include scheduling, constructability and estimating.
- ▶ **We Have the Right Approach.** As **your collaborative partner**, our approach is centered around providing integrated solutions to manage the City's programs and projects. We have a proven method and approach to program and project management services and associated tasks, and are committed to delivering exceptional services in the most cost effective manner while ensuring open communications, transparent processes and procedures, enhancing stakeholder participation and delivering outstanding value.

We thank you for your consideration and our team looks forward to presenting our qualifications and approach in person.

Sincerely,

Russell A. Fox
President/Principal-in-Charge

Wendy Cohen
Project Executive



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1. Project Understanding



With over \$368 million in essential service facility construction, as well as \$7.3 billion in civic/municipal construction, Kitchell offers the flexibility necessary to provide the City of Costa Mesa with highly professional construction management resources.

Kitchell's experienced project management team brings years of experience to each project that they work on. With our combined experience on municipal projects along with an understanding of your upcoming projects, we have developed what we think are the keys to success on these projects.



New Fire Station

- ▶ Clearly understand project criteria with City to ensure the final design meets the criteria.
- ▶ Collaborate with the City during the entitlement and design phase to ensure the project budget and schedule is within the Council approved parameters.
- ▶ Leverage best practices for the design of fire stations across the state. Kitchell to coordinate a collaborative lessons learned with the City and Fire Staff.
- ▶ Work with the City to develop RFP for the design services and other consulting services required for the project.
- ▶ Understanding the key stakeholders on the project and determining the best way to include them in the project.

Council Chambers, Conference Room, Community Meeting Room & Employee Lounge

- ▶ Ensuring all existing conditions have been identified and incorporated into the project drawings and bidding documents.
- ▶ Fully understand the City's needs during the construction of these spaces so appropriate phasing and logistics plans can be developed.
- ▶ Develop phasing and logistics plans for incorporation into the bid packages.
- ▶ Clearly communicate project impact to City stakeholders and the public, as necessary. This may include signage, weekly updates to the phasing logistics plan, etc.
- ▶ Coordinating closely with all aspects of the project including equipment, furniture, IT, audio/visual to ensure the spaces are fully completed before occupancy.

We will implement a project management plan that supports your mission and aligns with your project objectives resulting in a more cost-effective process that achieves your goals.



Project Approach

With over 65 years of experience, our success is founded on taking the time to fully understand your goals and vision. Whether a project consists of renovating, expanding or constructing a new facility, we understand the process is complex and requires a high level of oversight and expertise.

Kitchell's professional management services are designed to successfully delivery your programs and projects. Our experienced staff creates solutions for the most efficient, cost-effective, safe and secure facilities possible. Following is our abbreviated approach to providing construction management services.

Preconstruction Phase Services

Planning is the key to success. Our goals for preconstruction include working with all parties to plan the project to minimize any unknowns or discrepancies that could create possible changes and/or downtime during construction; to maximize the value of investment dollars, and remain within the construction expectations. Kitchell will achieve this by developing and implementing a management plan unique to each project that include a QA/QC program designed to support the architect and trade contractors with accurate feedback on systems design, phasing and execution, allowing the teams to make choices about the longest lasting systems. We will provide estimates and constructability reviews as necessary throughout the design process with suggested ways to minimize issues before they become issues on-site. Kitchell will develop a comprehensive 24/7 "low impact plan" that focuses on:

- ▶ Developing and Implement the project controls and administration systems
- ▶ Project phasing to allow for efficient project delivery and logistical coordination
- ▶ Developing a site-specific plan for construction parking & traffic, including relocation space
- ▶ Establishing well-marked alternative routes during construction, and managing additional staging and phasing of construction around special events
- ▶ Developing a materials management plan that includes staging and materials transportation
- ▶ Maintaining public and staff access to the buildings

Communications & Project Procedure

Effective communication of relevant and accurate information on a daily basis ensures that all members of the project team are informed of decisions or changes. Our project team is an extension of your staff to provide leadership and a sense of urgency to your projects; therefore, each team member will treat this project with the same sense of urgency, efficiency and purpose. Kitchell will lead the project team through the development of the project implementation plan, policies and procedures; and meet regularly with the client and user groups then use this collaborative input to streamline project operations. They will create a professional working environment for all individuals involved, this will ensure full participation and productivity of qualified technical professionals with the expertise required to complete a successful project.

Project Document Controls & Coordination

We understand the importance of sound project management practices, good record keeping and timely reporting in facilitating project success. Our management tools and software programs aid in keeping projects on time, on budget and meet the City's quality standards.

Our project controls practice is to implement processes and procedures that successfully drive project-critical activities to completion. This practice includes planning, scheduling, well-planned prime trade contractor preparatory meetings for critical construction activities and assemblies, communications and construction cost control, as well as the application of work processes such as cost and schedule progress reporting procedures. We will lead the project team to address and mitigate corrective action plans and schedule recovery.

We will oversee trade contractor coordination with the on-site inspectors. By pre-coordinating the inspection activities within the master project schedule that will support the requirements of the Inspection Department, all inspections will be scheduled in advance to avoid delays in follow-on work activities. We also perform observation during our normal course of activities while on the site. Any problems or issues identified by the IOR will be addressed with the project team proactively as they occur.

We understand information processing is time sensitive during the construction process. Kitchell will work with the City and the project team to implement a web-based mobile access system to track and access posted drawings, RFIs, supplemental instructions, CPM schedules and submittals. This will allow the project team to communicate any issues and move quickly to resolve them.

Kitchell's submittal activities will begin before construction starts. Kitchell will work with the prime trade contractors, the City and the selected project team to ensure submittal requirements are fulfilled and are tracked in the project administration software and in the master project schedule. This enables the project team to work from a submittal schedule tied to master project schedule dates. The project team can utilize the computerized submittal schedules and submittal logs to mitigate potential delays.

Construction Phasing Strategy

Working with the City staff, the Kitchell team will work collaboratively to develop a phasing and logistics plan that will minimize operational impact while at the same time ensuring appropriate infection control procedures are in place.

As the projects progress, we will work collaboratively with the project teams to analyze, strategize and adjust the phasing plans to optimize construction progress. Our project team has worked closely with our healthcare clients to develop work plans that adapt construction to suit the dynamics involved with delivering projects at the City.

Project Logistics Plan

The projects logistic plan is prepared by Kitchell and presented to the City to ensure all site constraints and limitations are properly addressed and ongoing medical center operations are respected. The plan identifies and resolves project logistical challenges, such as ensuring construction is coordinated around public events, accommodates both the public and City employees who access these buildings. In addition, the logistics plan should take into effect the move out of staff and employees, temporary work spaces as needed as well as a move back in after construction is complete.

Construction Phase Services

Construction is the realization of your vision and the collective efforts of your design and construction partners. Our goal for the construction phase of the project is simple: **EXECUTE**. Kitchell's efforts during preconstruction will prepare the team for a project free from surprises. Our construction managers will begin working in the preconstruction phase to ensure continuity and understanding of the shared vision. We will be intimately involved in

establishing our protocols for project administration system, Lean/BIM systems, QA/QC, constructability reviews and involvement and compiling bidding packages.

During this phase, **each project manager will serve as the City of Costa Mesa's eyes and ears** and will work closely in providing construction oversight of the contractor. This is done by serving as your advocate in that we communicate the overall goals and work with the architect, contractor, inspector of record, maintenance and operations staff, and the staff so project challenges can be expedited and reasonable solutions can be explored and chosen. Ultimately, our on-site, daily management provides you with a layer of oversight and risk management that brings tremendous value by ensuring you receive what you paid for.

When the Notice to Proceed is issued, we will have already completed the planning process. This will allow us to immediately get the work coordinated for the contractors to ensure the timely sequencing of work activities and establish and implement a comprehensive schedule and well defined quality control program. We will conduct project status meetings with the City, the architect, consultants and others as necessary to review project progress, coordinate activities and to resolve issues. We will coordinate with local and state agencies as required to track and monitor agency approvals. The goal for the project is to build faster, safer and with a critical, personal eye toward quality—translating to lower cost.

Our team will implement the use of daily and monthly progress reports, with each serving specific purposes. While on-site, daily project information is collected and reported to develop a written history. Information included in these daily reports include activities performed, important events of the day, visitors, materials received, crew size, weather data and issues to resolve. Collection of daily reports document the daily construction events, the significance of which may only be known after project completion.



Kitchell will develop daily, weekly and monthly reports to keep the City informed of project progress. We keep in constant communication with the project team through regular team meeting and distribute meeting minutes to memorialize these events.

Project Documentation

Meeting Minutes & Monthly Reports

Along with the establishment of published project procedures, we consider meetings an effective means of collaborating on ideas, resolving issues, building relationships, and reporting information in a relational environment. To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves. We adhere to Kitchell's 48-hour turnaround policy on issuing meeting minutes.

Requests for Information

A key component to maintaining schedule and avoiding claims, during construction, is the prompt resolution of the contractors' requests for information (RFIs). For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software. We will use the RFI Log to track important received/sent dates and ball-in-court status. Also, the RFI Log prioritizes when a response is required to be submitted to the contractor. This will help mitigate delays due to delinquent RFI responses. The RFI Log is updated daily and is distributed to all team members as an attachment to the weekly meeting minutes.

Submittals

Kitchell's submittal activities begin weeks before the contractor begins work. To ensure that the contractor fulfills the specified submittal requirements, we thoroughly review the specifications to identify all required submittals and enter them in to our project administration software. This enables us to work from a submittal schedule tied to individual due dates. Once the contractor transmits submittals for approval, status transitions from "scheduled" to "logged" by simply entering actual receipt dates into the pre-entered submittal information. We utilize our computerized submittal schedules and submittal logs to mitigate delays due to delinquent contractor submittals or consultant reviews.

Issues & Issues Tracking

The success of any project is dependent on how issues are addresses logged and handled. Without prompted resolution, small issues can become big issues. It is Kitchell's creed to handle all issues as fast as possible. What helps us to do this is using Prolog software to assist us with tracking various issues that need to be addressed on a project. The definition of an "issue" in this case is anything from non-conforming work—a punch list item, documentation not complete, a general QA/QC item or a safety concern that needs to be corrected.

Quality is our team's highest priority and a part of our culture that is transmitted to all within the team.



Quality Assurance/Quality Control Program

Kitchell's quality assurance/quality control (QA/QC) program is driven by our deep commitment to deliver the best project quality for the City's investment, and includes thorough evaluation of the technical specifications during design to clarify quality requirements. Implementation of a comprehensive QA/QC program with the trade contractors includes pre-work meetings prior to each construction operation to ensure proper installations and applications. We will conduct the QA/QC program in a cooperative effort with the inspection team, including coordination of materials testing, special inspections and periodic evaluation of the inspection process. We will notify the trade contractors of deficiencies and follow through to ensure corrections are made in a timely manner. We will generate informal ongoing punchlists to correct deficiencies as the projects proceed instead of waiting until project conclusion when corrections become more difficult to implement.

Experience with State Agencies

We are familiar with California codes, policies and regulations along with business practices that are common, and in some cases, particular to the California market. We have experience working with a number of state agencies such as the State Fire Marshal, Regional Water Quality Control Boards, State Water Resources Control Board, CalTrans, and Air Quality Management Districts along with various city and city agencies and numerous public and private utility companies. We also have working knowledge and experience with both NEPA and CEQA procedures.

Initial, Follow-up & City Inspections

Initial inspections shall be performed by Kitchell at the beginning of any definable feature of work. During the initial inspection, Kitchell will ensure the correct products, methods and systems are being installed in accordance with the contract documents. Follow-up inspections shall be performed daily to ensure the control established during preparatory meeting and initial inspection continues to provide a product that con-forms to the contractual requirements. Trade contractors will be given a written correction list that shall be required to be corrected prior to requesting a final inspection. After Kitchell's inspection and verification that any necessary corrections have been made, Kitchell will formally request on the City's supplied inspection form a request for inspection.

Similarly, certain scopes of work will require special inspections by the City's testing agencies. Trade contractors shall be required to notify Kitchell when such inspections or testing is required. This request can happen upon start-up of new activities or upon completion of a scope of work that requires testing and inspection. Kitchell, upon receiving an inspection request from the trade contractor, will have a field supervisor verify the work is installed per the contract documents and ready for inspection in the field.

Cost Control

Working closely with the City staff and the balance of the project team, we will use proven construction management tools and techniques to meet the project budget. Some of the key elements in our cost control process include estimating, design reviews, structured value engineering, use of a comprehensive cost control report and effective change order evaluation. Through our experience, we have the ability to “look ahead” to reduce the unknown factors that can create budget exceeding cost issues.

Throughout the project, we will update the cost control report with emphasis on forecasting the final project cost and projected monthly expenditures. We take an active role in not only showing cost impacts as the project progresses but in providing alternatives and recommendations for maintaining costs within the final budget.

Cost Estimating

Our team has an established system to benchmark construction costs, track building systems and component costs in today’s dollars. We will develop our estimates to provide the City with comprehensive information from which you can make critical project decisions. We will perform detailed quantity take-off estimates at each design submittal to verify the project scope remains within budget. These estimates will provide the City with an unbiased professional opinion of probable construction costs conducted by professional estimators.



Central Marin Police Station, LARKSPUR, CA

EFFECTIVE COST CONTROL

Kitchell’s cost control procedures resulted in the project coming in at approximately \$2 million under budget and completing six months ahead of schedule.

EFFECTIVE SCHEDULE CONTROL

Careful monitoring and regular reporting of activities against the baseline schedule provided early information about overall progress of the project. As a result, we were able to identify opportunities to save time and accelerate the activities without burden or additional cost to the contractor placing us one to two months ahead of schedule partway through construction and ultimately completing six months early.

Change Order Mitigation

Our primary focus in mitigating construction change order costs is through prevention. This begins with thoroughly reviewing design documents through our detailed design and constructability reviews to eliminate change orders before they happen. During construction, prompt resolution of the contractors’ RFIs will help mitigate change orders. For this reason, we have implemented an efficient RFI processing and monitoring system through our project administration software.

Kitchell, in conjunction with the City and the architect, will develop and follow specific procedures for resolving change order disputes. The team will maintain emphasis on critical issues and ensure that all appropriate team members are informed of the proposed changes and the impact on cost and time immediately when issues arise.

Schedule Control

Project schedule control is among the most important functions of the services we will provide the City. Our project team is well versed in the process of overall program scheduling, as well as highly detailed project scheduling.

Our project master schedule provides information in a concise, clear, and effective format. Careful monitoring and regular reporting of activities against this schedule will provide early information about overall progress. We will follow up on potential delay issues through active communication with the City staff and the project team. We will consistently review and monitor progress of the trade contractors’ progress against the master schedule and provide recommendations necessary to avoid, minimize or recover from delays.

We will use the weekly on-site project construction meetings as a forum to discuss the status of the schedule with the project team. We will continuously monitor the contractors’ progress against the CPM project schedule and implement mitigation and/or recovery measure should contractors fall behind schedule.

Claims Prevention, Review & Negotiation

Claims Avoidance

As a construction manager, Kitchell is responsible for implementing a project designed to mitigate or avoid claims. We believe that the best tool for resolution of conflicts is the avoidance of conflicts in the first place. The avoidance of claims during construction begins in the design process. Complete and coordinated documents will go a long way in preventing claims and litigation at the end of a project. Our design reviews focus not only on the technical aspects of the design but also on the comprehensiveness of the documents. We serve as a second set of eyes, looking at the documents from a different perspective than a designer. This process has proven to be one of the most cost effective in avoiding problems further down the road.

The development of a workable set of front end documents is also important in claims avoidance. By clearly establishing the requirements during bidding, there should be little question later as to what was really required of the contractor. These documents also establish the appropriate project controls that allow us to monitor the contractor's operations.

During construction, diligently following established processes and procedures will help to keep the project under control. A key to success is the preconstruction conference. Contract requirements will be clearly communicated and enforced. Most importantly, issues will be proactively addressed and fairly

and equitably resolved so as to have minimal impact on the project, the contractor and any follow-on work. We believe that open and honest communication between all parties is the best tool for effectively and efficiently managing conflict. We will hold weekly coordination meetings to address these in a "formal" atmosphere. More importantly, however, will be day-to-day communication to avert the majority of potential issues. In addition, through proactively establishing a thorough and detailed schedule up front, potential areas of conflict are identified and efforts made to avoid them are taken.

Claims Review & Negotiation

Claims and litigation cannot be totally avoided in every project, as unanticipated events occur. However, practical experience proves that certain types of claim problems can occur, and that there are recognizable patterns in delay-causing events. Prevention and mitigation involves discerning these patterns and anticipating their effects. Sources of claims include—but are not limited to—scope change, delay claims, differing site conditions, errors and omissions on drawings, implied warranty, inaction by owner's team, owner-furnished items that differ or do not arrive on time, work stoppages, and weather delays.

The first step in the mitigation process is simply recognizing that a delay situation exists. One then proceeds with the identification of the cause(s) of the delay. The underlying basis of the delay must be confronted and resolved. Often, identification of the cause requires extensive analysis and insight.

During the evaluation of bids, it is a good idea to look into claims leveled on previous clients by contractors in question.

Avoiding Claims at the Job-site

In early 2009, the State Department of Finance suspended all capital outlay projects, including those currently under construction. This directly impacted the Department of Social Services Headquarters and Training Center project, and also imposed a safety concern as the building was undergoing asbestos abatement and containment. Kitchell coordinated meticulously with the general contractor to maintain job-site safety and to mitigate the cost and schedule impacts. Most of the vital subcontractors were unable to maintain an on-site presence and had to demobilize equipment and labor forces. Kitchell successfully negotiated the final cost proposal from the general contractor (and included subcontractors) to avoid potential claims and reduced the cost proposal by approximately \$240,000 in final settlement, and shaving 28 days off their proposed schedule extension to 77 days of impact. We also worked methodically with the contractor's team to ensure the re-mobilization process did not further impact the schedule, resulting in additional project savings. Critical to this entire process was Kitchell's ability to maintain positive and professional working relationships with the contractor's team and DGS, ultimately leading to a successful project completion for all parties involved.



Contractors with a history of heavy claims, while still able to submit a bid under the public contract code, can be anticipated, and other preventive measures such can be implemented. During the construction phase, the following strategies are recommended in order to limit the impact and financial exposure of delay claims.

Using our services will minimize claims by having a good set of drawings, good, enforceable general conditions/specifications and sound documentation. Our team has an official "Procedures Manual" and trains our project managers and field personnel on its use.

- ▶ Granting prompt time extensions for excusable delays and avoiding construction acceleration
- ▶ Providing timely responses to critical information requests
- ▶ Establishing a document control system that includes proper claim documentation and resolution procedures
- ▶ Avoiding postponing the resolution of disputes
- ▶ Resolving change orders throughout the project's duration
- ▶ Establishing the components of the contractor's time extensions request
- ▶ Establishing detailed scheduling requirements
- ▶ Ensuring owner approval of the contractor's baseline schedule
- ▶ Maintaining owner's schedule as mirror image of contractor's schedule
- ▶ Obtain lien releases with each monthly contractor request for payment
- ▶ Avoiding interference with the contractor's work

Closeout Phase Services

Commissioning

Implementing the commissioning scope in an occupied facility is unique in that one needs to always consider if and how functional test implementation can affect patients and staff in surrounding occupied areas. Due to Kitchell's experience in commissioning similar facilities we understand the importance of coordination with facilities management and staff to minimize if not completely eliminate inconveniences.

Warranty Phase

Warranty phase support will be implemented by providing facilities staff a direct contact with the Kitchell team. The preliminary master project schedule includes monthly site reviews with the City, prime trade contractors and Kitchell. Upon notification of an issue with equipment or system(s) our team will immediately contact the appropriate vendor, contractor, or sub-contractor to address the issue. Additionally, monthly scheduling and coordination during the warranty phase will be provided by our team.

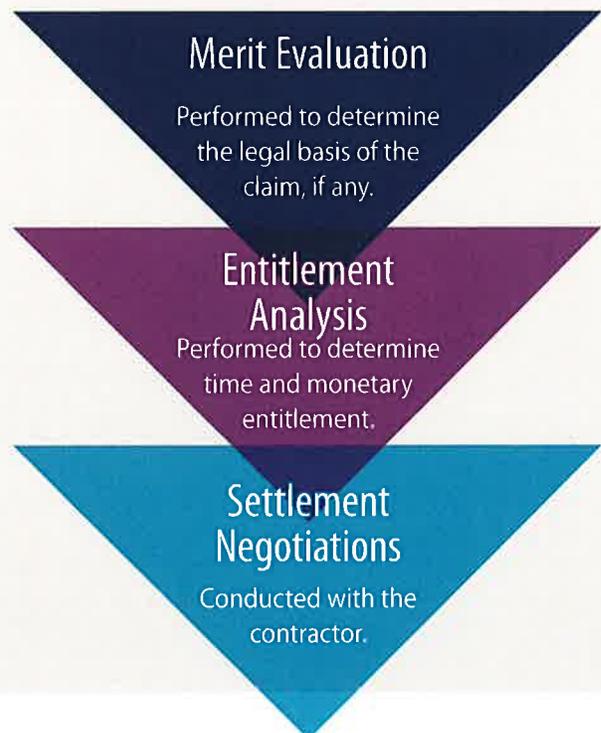
A representative from our team will be on-site during any warranty phase work to coordinate with facilities staff and vendors to ensure equipment or systems issues are addressed in alignment with the City operating procedures and requirements. All warranty phase work and correspondence will be documented by our team and placed in the Systems Manual for the owner's convenience.

Claim Analysis Process

Kitchell is committed to meeting your goals with a project team approach. The proposed staff has been selected and advanced because of their skill at delivering successful projects using a collaborative approach. The Kitchell team approach will recognize and incorporate the value that all project participants bring to the process. We pledge to foster an inclusive and professional relationship with all project team members.

A well-defined team is particularly useful in evaluating potential claims and change orders. Having a wide range of subject-matter experts, construction and engineering professionals, we will be able to review, assess and recommend action on additional cost matters, and scope entitlement or denials. Lastly, we can identify if contractor costs are appropriate based on our database of costs estimates developed for multiple projects in the region.

The evaluation of construction claims is a three-step process of analysis, as explained to the right.





PROJECT EXPERIENCE AT A GLANCE

\$368M

Essential Service Facility Construction
FIRE STATIONS • POLICE STATIONS • PUBLIC SAFETY CENTERS

\$7.3B

Civic/Municipal Construction
PUBLIC WORKS • GOVERNMENT CENTERS • OFFICES

\$43B

Public Sector Construction

2. Project Team



Established in 1950, Kitchell is a 100% employee-owned company. Our roots are in general contracting and construction management services. As the construction industry grew, Kitchell recognized the need for improved, flexible methods for meeting construction challenges. Our firm's many innovations in building processes, diversity of services and experienced team of professionals have earned us a stellar reputation for superior performance. **We are consistently ranked amongst the top 100 construction management firms by ENR.**

Focusing on the public sector has allowed us to develop management and project control techniques targeted to its specific needs. Our methods have been very successful—**more than 85% of our work comes from repeat clients.** We deliver our services using a variety of delivery strategies including agency and **multiple-prime** construction management, CMAR, lease-leaseback, design-build and the traditional design-bid-build.

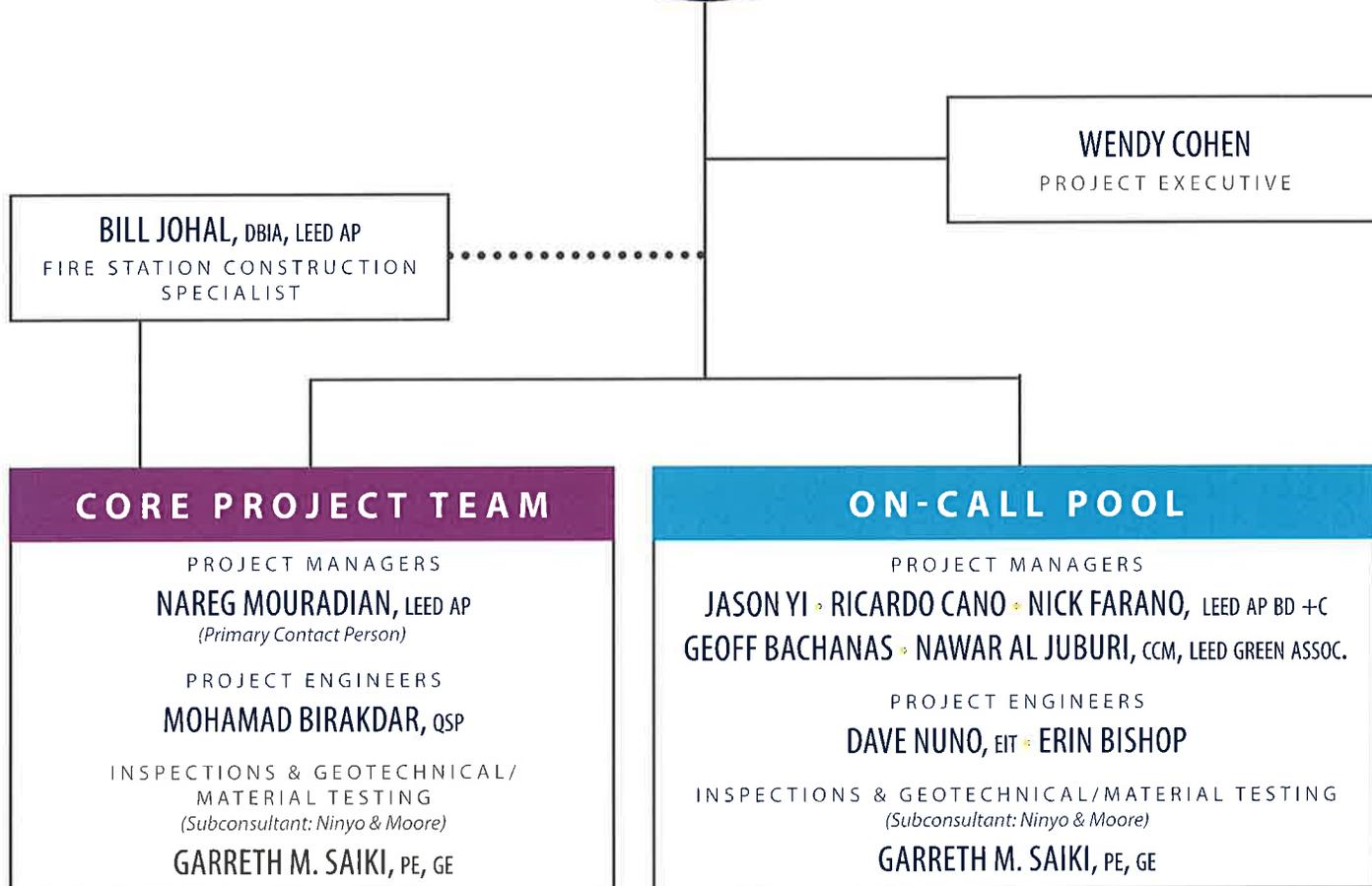
Unlike most firms, Kitchell has an in-house Engineering & Architectural Services Department (included in our support services team) who can provide architectural, mechanical, electrical, structural, civil and industrial engineering design and peer/constructability reviews, as well as facility evaluations, needs assessments, BIM, life cycle studies, value engineering, energy studies, specifications development and facility maintenance.

Subconsultant

To support our project team, we have included Ninyo & Moore as our subconsultant for geotechnical engineering and material testing services. Ninyo & Moore, a California corporation, is a minority-owned, multi-disciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. The firm was incorporated in 1986 to provide high-quality consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment.

Ninyo & Moore's soils technicians are trained by geotechnical engineers under accreditation procedures approved by the American Association of State Highway Officials (AASHTO). Their concrete technicians are certified by the American Concrete Institute (ACI). Their construction inspectors are certified in the disciplines of concrete, prestressed concrete, masonry, structural steel, and fireproofing by the International Code Council (ICC). Additionally, selected structural steel inspectors are certified by the American Welding Society (AWS). Ninyo & Moore's inspectors are also certified by agencies and building inspection departments for which they have performed a number of projects, including CalTrans, the City of San Diego and the City of Los Angeles. The firm's 390 professionals also include registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, environmental scientists, and specialists in fields such as regulatory issues and interpretation, hazardous waste management, health and safety, and remedial action planning.

Organizational Chart



CORE PROJECT TEAM

PROJECT MANAGERS
NAREG MOURADIAN, LEED AP
(Primary Contact Person)

PROJECT ENGINEERS
MOHAMAD BIRAKDAR, QSP

INSPECTIONS & GEOTECHNICAL/
 MATERIAL TESTING
(Subconsultant: Ninyo & Moore)
GARRETH M. SAIKI, PE, GE

ON-CALL POOL

PROJECT MANAGERS
JASON YI • RICARDO CANO • NICK FARANO, LEED AP BD +C
GEOFF BACHANAS • NAWAR AL JUBURI, CCM, LEED GREEN ASSOC.

PROJECT ENGINEERS
DAVE NUNO, EIT • ERIN BISHOP

INSPECTIONS & GEOTECHNICAL/MATERIAL TESTING
(Subconsultant: Ninyo & Moore)
GARRETH M. SAIKI, PE, GE

AS-NEEDED SUPPORT SERVICES

Russell A. Fox
 Principal-in-Charge

Matt Enochs, PSP
 Scheduling Manager

Tim Prechel
 Estimating Manager

Heather Brown, PE, CPMP, LEED AP
 Engineering & Architectural Services Manager



WENDY COHEN

PROJECT EXECUTIVE

Wendy brings 20 years of experience in planning, development and construction to the company's growing Southern California practice providing an array of program and construction management services to owners and project teams. She has worked in all aspects of the construction industry including general contractor, construction manager, consultant and an owner. Wendy has a strong background in civic/municipal facilities, healthcare, senior living and K-12 education. She is committed to creating and leading high-performance teams that deliver exceptional outcomes.

Education

Civil Engineering,
California Polytechnic
University, San Luis Obispo

Affiliations

Construction Management
Association of America

Lean Construction Institute

SIMILAR PROJECT EXPERIENCE

City of San Diego, Fire Station No. 3, San Diego, CA: A two-story, 2,823 SF facility, includes replacement of the HVAC system, flat roof covering, dorm room reconstruction, addition of an ADA compliant restroom and kitchen reconfiguration.

City of San Diego, Fire Station No.8, San Diego, CA: A one-story, 3,272 SF facility built in 1964 includes the addition of a new kitchen, training/watch room/bull pen/ready room, laundry/work room and ADA restroom. Modifications will also be made to various systems throughout the facility.

City of San Diego, Fire Station No. 15, San Diego, CA: A one-story, 3,094 SF building, include the design of a new kitchen/dining/meeting room and ADA restrooms. We are also providing necessary services to bring the facility up to code.

City of Santa Monica, Parking Structure Elevators & Public Works Operations Facility, CA: A \$6.2 million modernization project to bring the elevators in three parking structures code compliant, as well as a tenant improvement renovation of the Public Works Warehouse. The project installs nine new code compliant elevators in Parking Structures 2, 4 and 5, reducing maintenance costs and enhancing the community's experience to the local downtown area.

Alga Norte Community Park, Carlsbad, CA: A new \$32 million, 32-acre design-build community park featuring three softball/baseball fields, batting cages, basketball courts, picnic/barbecue areas, a playground with universally accessible equipment, concessions, an Olympic aquatic center with multiple pools for swim instruction, water sports, competitive training, water therapy and open play. Also included is an off-leash dog park with obstacle course-type play equipment and an 18,500 SF skate park.

Santa Monica Parking Structure 6, Santa Monica, CA: A new \$43 million, 11-story, 750-car parking structure featuring 30 electrical vehicle charging stations and infrastructure for future charging stations, a 90-bicycle bike rack and rooftop solar panels. The structure is anticipated to achieve LEED Silver certification.

Ponderosa Park & Family Resource Center, Anaheim, CA: A \$12 million redevelopment that includes the remodel of an 18,636 SF facility and a 3,747 SF outdoor playground, skate park and water play area, as well as ADA restrooms.

Miraloma Park & Community Center, Anaheim, CA: A 4,181 SF renovation, 287 SF addition, solar panels; commissioning and constructability reviews.

City of Carlsbad, Dove & Georgina Cole City Libraries, Carlsbad, CA: A renovation and technology modernization of two libraries, which have more than 800,000 visitors and 1.3 million items circulated annually.



BILL JOHAL,

CCM, DBIA, LEED AP

FIRE STATION CONSTRUCTION SPECIALIST

Bill considers his involvement on any project as the fulcrum of continuity. He recognizes, after 20 years in the construction industry, a fine line exists between a project spiraling out of control or running seamlessly despite any challenges—and the latter is what he always aims for. Through his experiences he has learned the art of conversation, where hearing and comprehending what the other person conveys is just as important as speaking oneself. Bill's participation with public safety and essential service facilities—such as the Central Marin Police Station and Novato Fire Station No. 64—has included time connecting with all the stakeholders. A mammoth task to some, but Bill knows the diligence paid early in a project's life serves to benefit all.

Education

BS, Construction Management, Cal Poly San Luis Obispo

Registrations & Certifications

Certified Construction Manager

Designated Design-Build Professional

LEED Accredited Professional

SIMILAR PROJECT EXPERIENCE

City of San Rafael Essential Services Facility Improvements, San Rafael, CA: Modernization and new construction for the City's public safety facilities totaling approximately \$55 million, which includes seven fire stations and a police station.

Novato Fire Station No. 64, Novato, CA: A new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The project is anticipated to achieve LEED Platinum certification.

City of Hayward Fire Stations No. 1–6 & Fire Training Center, Hayward, CA: A \$20 million project consisting of improvements to six fire stations including seismic upgrades, plumbing, electrical, HVAC, roofing, windows, doors, flooring, energy efficiency modifications, kitchen/restroom remodels, ADA/safety modifications, room additions, solar panels as well as construction of a replacement training center complex.

City of Vacaville, Fire Station No. 75, Vacaville, CA: A new \$6 million fire station.

Central Marin Police Station, Larkspur, CA: A new \$18.5 million, two-story, 18,000 SF police station with a 911 dispatch center, holding cells, a state-of-the-art emergency operations center and community room, as well as staff offices and locker rooms. The project achieved LEED Platinum certification.

Novato Civic Center City Administration Offices, Novato, CA: A new \$15.3 million 21,200 SF, two-story office building located within the downtown Novato civic center. Located adjacent to the Novato Police Station and the recently reconstructed City Hall, the office building includes 26 spaces of podium parking beneath the building.

ADDITIONAL PROJECT EXPERIENCE

Sacramento Community Center Theater, Sacramento, CA: A \$51 million renovation of an 80,000 SF, 2,452-seat theater. The primary goal of the renovation focuses on allowing the theater to be more user-friendly and accessible to patrons with disabilities, creating and improving the image of the facility, and enhancing the experience of the audience.

Harris Center for the Arts | Three Stages at Folsom Lake College, Folsom, CA: A new \$40 million, two-story, 89,395 SF performing and instructional arts facility.



NAREG MOURADIAN, LEED AP, PROJECT MANAGER - CORE TEAM

Nareg's attention to detail and desire to deliver extraordinary projects are why clients and colleagues want to work with him. With more than 10 years of hands-on construction experience, Nareg is an accomplished project manager, he ensures work is completed on time, within budget and according to plans and specifications. In addition, Nareg's experience and relationships with a project's multiple stakeholders fosters his ability to work closely with contractors to anticipate and address issues quickly, as well as identify solutions that will not affect the project's budget and/or schedule. Nareg is known for managing complex projects within the public eye that require consistent communication and effective logistics planning.

Education

Executive MBA,
Chapman University

BS, Construction Engineering
Technology, Cal Poly Pomona

Registrations & Certifications

LEED Accredited Professional

SIMILAR PROJECT EXPERIENCE

Ponderosa Park & Family Resource Center, Anaheim, CA: A \$12 million redevelopment that includes the remodel of an 18,636 SF facility and a 3,747 SF outdoor playground, skate park and water play area, as well as ADA restrooms

Cal Poly University, Pomona Library Expansion, Pomona, CA: A \$50 million, 80,000 SF library renovation and five-story steel structure addition that included building a multipurpose room, lecture rooms and other community gathering spaces.

The Disneyland Resort, Anaheim, CA: Various projects within the Disneyland Resort including many fast track projects, such as the renovation of restaurants, office space, themed attractions, data center upgrades and back of house infrastructure. Lead turn-key project management through all phases of development, from initial analysis through closeout. Managed multiple projects, deliverables, milestones, schedules and budgets simultaneously.

ADDITIONAL PROJECT EXPERIENCE

USC Hospital Norris Tower Addition, Los Angeles, CA: A new \$90 million, 191,000 SF, nine-story building with a basement and a mechanical floor featuring exam rooms, operating rooms, ICU rooms and patient rooms, along with other support facilities.

City of Hope National Replacement Hospital, Duarte, CA: A new \$120 million, 350,000 SF steel moment frame structure consisting of one basement floor and six above-ground stories.

Kaiser Permanente, Central Mechanical/IT Plant, Los Angeles, CA: A \$11 million, 11,000 SF central plant and infrastructure technology expansion in an existing masonry building. The project required careful coordination of utility shutdowns and interface with project stakeholders.

Kaiser Permanente Optometry Center, Los Angeles, CA: A \$1.2 million, 7,800 SF tenant improvement to facilitate medical eye care including four exam rooms, doctor offices, custom ceilings and optometry laboratory.

Pechanga Resort & Casino Golf Course Clubhouse, Temecula, CA: A new \$40 million, three-story clubhouse with steel structure with aluminum clad wood window system. The clubhouse serves as a gathering and event space for the resort with a strong emphasis on visitor hospitality and recreation.

Apple Computer, Inc.: A \$4 million, 5,000 SF high-end tenant improvement in an historic building which required a seismic upgrade including new foundations. Project included maple floors, Level 5 finishes and custom ceilings.



MOHAMAD BIRAKDAR, QSP

PROJECT ENGINEER - CORE TEAM

Mohamad is an experienced project engineer with over ten years of construction experience on a variety of projects including education, laboratory and civil infrastructure projects. He has demonstrated experience working with DSA, schedule and budget management, facility and staff coordination, project documentation and closeout. Mohamad has worked on projects ranging from \$10 million to over \$50 million with responsibilities such as document control, meeting minutes, daily reports and monthly reports. He is a strong team member and works collaboratively with each project stakeholder including DSA to coordinate information in support of the project.

Education

BS, Civil Engineering,
University of Iowa

Registrations & Certifications

Qualified Storm Water
Preventer (QSP)

OSHA 10-Hour

SIMILAR PROJECT EXPERIENCE

Long Beach Unified School District, Lakewood High School Renovation and Remodel, Lakewood, CA: A \$36 million remodeling project which included the renovation of updating of facilities for 10 two-story buildings. The project included modernization of existing administration offices and library; workrooms for faculty and staff; multipurpose cafeteria and kitchen; general, vocational and science classrooms; gymnasium and locker rooms; and the auditorium.

Port of Long Beach, Operation and Administration Buildings, Long Beach, CA: A \$49 million project consisting of phased construction of an approximately 46,000 SF LEED Silver certified Administration Building, an approximately 30,000 SF LEED Silver certified Operations Building, an approximately 800 SF driver services building, temporary guard shacks, and associated employee/visitor parking. The project included heavy civil underground utility construction for new water, reclaimed water, storm drain, and waste lines. A Health and Safety plan for the excavation and disposal of contaminated soil in compliance with SCAQMD regulation was required.

ADDITIONAL PROJECT EXPERIENCE

Advanced Water Quality Assurance Laboratory, Fountain Valley, CA: A new \$32 million multi-story building featuring highly sophisticated laboratory equipment and water quality testing systems including high-purity gas piping systems, powerful HVAC equipment and lab fume hoods, state-of-the-art reverse osmosis systems, and technical sterilizer components. The successful completion of this facility has increased the Orange County Water District's (OCWD) ability to test drinking-water samples for a variety of contaminants by more than 50%. The facility utilizes design components and construction practices in compliance with LEED certification levels of sustainability.

Santa Monica College, The Eli & Edythe Broad Stage, Santa Monica, CA: A \$48 million, 52,000 SF facility consisting of a 499-seat state-of-the-art performance theater and 99-seat experimental black box theater. The facility also includes 2,025 SF of rehearsal rooms, four dressing rooms, classrooms and practice facilities, an orchestra lift, technologically advanced sound and performance lighting systems accompanied by two lighting bridges and a full fly space supported by 37 lines of counterweight rigging and auxiliary support spaces. The project also includes a 300-space parking lot.



GARRETH M. SAIKI, PE, GE

GEOTECHNICAL ENGINEER/MATERIAL TESTING - CORE TEAM & ON-CALL TEAM

As *principal engineer for Ninyo & Moore*, Garreth coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures..

Education

MBA, University of California, Davis

MS, Civil Engineering, University of California, Berkeley

BS, Civil Engineering, University of California, Berkeley

Registrations & Certifications

Registered Civil Engineer - CA #49665

Geotechnical Engineer - CA #2509

Nuclear Gauge Operator Certification

SIMILAR PROJECT EXPERIENCE

City of Fontana, Fire Station No. 78, Fontana, CA: Geotechnical consulting services relative to the design of a proposed fire station to be located on a vacant site. Services included a review of geologic and historical background information, subsurface exploration consisting of drilling, sampling, and logging of three exploratory borings, and laboratory testing to evaluate the characteristics of the on-site soils.

City of Cypress, Fire Station No. 17, Cypress, CA: Geotechnical consulting services of the replacement of the existing fire station. Services included a review of the published geologic background documents, subsurface exploration consisting of drilling, sampling, and logging of several small-diameter borings, and laboratory testing to evaluate the characteristics of the subsurface soils.

City of Los Angeles, Fire Station No. 82, Los Angeles, CA: Geotechnical construction support services for a new fire station consisting of a three-story, steel-frame structure supported on shallow footing foundations and a slab-on-grade. The fire station included an apparatus room, living quarters, a hose tower and training/parking area. Services consisted of geotechnical observation of the building pad over excavation, which extended 3 FT below the building slab, scarification and compaction of the over excavation bottom, and field density testing of the pad backfill.

City of Los Angeles, Fire Station No. 78, Los Angeles, CA: Construction support services during the construction of a new fire station. Services included coordination with City's representatives to provide field density testing during the over excavation and re-compaction of the building pad for the proposed fire station, trench backfill, wall backfill, pavement subgrade and aggregate base. At the end of the project, Ninyo & Moore submitted an as-graded compaction report to the Los Angeles Department of Building & Safety (LADBS), which summarized our compaction test results.

CDCR CSP Correctional Treatment Facilities, San Quentin, Frontera, Bythe, Imperial & Vacaville, CA: Geotechnical evaluations for proposed new facilities and building additions at five existing state prison—San Quentin, Frontera, Blythe, Imperial and Vacaville, California. The purpose of the geotechnical evaluations was to develop data regarding the on-site subsurface soil and geologic conditions on-site and to prepare recommendations for the geotechnical aspects of the design and construction of the proposed structures.



JASON YI

PROJECT MANAGER - ON-CALL TEAM

Jason has over 10 years of experience focused on the construction of educational facilities and other public sector projects. As a highly skilled professional experienced in many facets of a construction project, he is knowledgeable in alternative delivery methods, well-versed in bid management, contracts and budget management, schedule development, schedule and project status reports and coordination and oversight of subcontractors.

SIMILAR PROJECT EXPERIENCE

Novato Fire Station No. 64, Novato, CA: A new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The project is anticipated to achieve LEED Platinum certification.

City of Hayward Fire Stations No. 1 – 6 & Fire Training Center, Hayward, CA: A \$20 million project consisting of improvements to six fire stations including seismic upgrades, plumbing, electrical, HVAC, roofing, windows, doors, flooring, energy efficiency modifications, kitchen/restroom remodels, ADA/safety modifications, room additions, solar panels as well as construction of a replacement training center complex.

Club at West Park, Roseville, CA: A new \$5 million, 10,333 SF active-adult clubhouse located in a Del Webb community. The clubhouse features a fitness and yoga area, game/TV room with card tables, billiards, big screen TVs, a snack bar, meeting rooms, an outdoor pool with BBQ pit with a pool, a recreational area including a bocce court.

UC Davis Welcome Center, Davis, CA: A 7,320 SF interior tenant improvement on the first level of the conference center facility within the graduate school of management and conference center complex. Tenant improvements include an entry lobby, information/reception desk, digital lounge, computer kiosk, retail shop, director’s office, a communication room, two private offices and open office area, conference rooms with moveable wall divider, a presentation hall with seating for 120 people, a stage, and a green room.

UC Davis, Sagres Remodel, Davis, CA: A \$1.6 million, 5,000 SF tenant improvement project that included the addition of a 3,500 SF vivarium and modernization of the existing wet labs area.

Roseville Community School District, Woodbridge Elementary School Modernization, Roseville, CA: A \$3.1 million renovation and addition project consisting of updating the existing school and the addition of a multipurpose room and kitchen.

ADDITIONAL PROJECT EXPERIENCE

Harris Center for the Arts | Three Stages at Folsom Lake College, Folsom, CA: A new \$40 million, two-story, 89,395 SF performing and instructional arts facility. The project includes an 850-seat multipurpose theater, a full fly tower and orchestra pit, a 210-seat studio theatre, 110-seat recital hall, choral rehearsal hall, scene shop, as well as other back-of-house and technical theater and music education facilities. The project also includes faculty and administrative offices and a public lobby area, gallery, art education and public support functions.

Barbara Chilton Middle School, Roseville, CA: A new \$32.5 million, 91,000 SF middle school consisting of 11 buildings including an administration building, exploritorium building, media center, kitchen building, performing arts building, physical education/locker room building, multi-use building, three classroom buildings and a science lab building.

Education

BA, Architecture, California Polytechnic University San Luis Obispo

Registrations & Certifications

OSHA 10-Hour



RICARDO CANO

PROJECT MANAGER - ON-CALL TEAM

Ricardo has more than 24 years of experience in consulting, project management and construction management, as well as more than 10 years in the government sector where he managed more than \$500 million of projects. He has been instrumental in establishing strategic relationships with the respective government, utility and jurisdictional agencies resulting in the successful delivery of over 200 projects. His experience in contract management, budget management, change management and project close out is extensive and includes developing scope, schedule, project priorities, budgets & execution plans. Ricardo's success in managing projects is founded by his hands on experience, relationships with agency management, communication, collaboration and project management leadership.

Education

BS, Business Operations,
California State University,
Los Angeles

SIMILAR PROJECT EXPERIENCE

Alan M. Crogan Youth Treatment & Education Center, Riverside, CA: A \$38.4 million project which will demolish an existing 24,000 SF building and design and construct a new, approximately 61,000 SF single story building including intake (assessment unit), kitchen, medical and housing facilities, with space for program, custody, administrative, and support services to address the needs of approximately 106 high-risk juvenile offenders.

ADDITIONAL PROJECT EXPERIENCE

Los Angeles Unified School District, Los Angeles, CA: Ricardo served as project manager on multiple projects at several school locations. His responsibilities included managing off-site development, management of utility design, removal and installation, completion of pedestrian and traffic CEQA mitigation requirements, coordination and management of design professional teams, agency coordination and approval processes.

Budget management was one of his tasks at LAUSD, where he worked to develop and maintain the budget while being sure to communicate with the owner. While working on the projects, Ricardo worked with the LA Department of Transportation to bring the shared budget with the City of \$2 million down to \$500,000.

Long Beach City College, Long Beach, CA: Ricardo acted as the Contract and Procurement Project Manager for a \$78 million campus addition totaling 75,000 SF consisting of a new administrative building, science and industrial arts building and sports facilities.

Ricardo was responsible for contracting and procurement consulting, which included developing, executing and managing contracts for contractors, trade workers and specialty consultants. Contract management included general conditions, special conditions, additive alternates and scope deductions.

Ricardo also has extensive experience managing project closeout, working with architects, engineering teams, general contractors, inspectors and local city or county agencies to address owner and inspection punchlists and addressing change order items impacting both design schedule and budget. He works collaboratively with all parties to ensure all items are addressed to the satisfaction of the owner and making sure substantial completion is not issued until all punchlist items are addressed.



NICK FARANO, LEED AP BD+C,

PROJECT MANAGER - ON CALL TEAM

Nick has nine years of construction management experience managing a wide variety of complicated and challenging projects with successful completion on time and within budget. He is a skilled communicator and has extensive knowledge of software programs such as CGC Accounting, AutoCAD, Microsoft Project, Primavera and Prolog.

Education

BS, Construction Management, California Polytechnic State University, San Luis Obispo

Registrations & Certifications

LEED Accredited Professional Building Design + Construction
OSHA 30-hour

SIMILAR PROJECT EXPERIENCE

San Bernardino Community College District, Maintenance & Operations Building

Renovation at Crafton Hills College, Yucaipa, CA: A \$1.8 million renovation project which includes new office space, new restrooms, code upgrades, new coiling doors, new door handles and locks, new sewer connection to existing sewer line, alterations to the mezzanine space, and hazardous material abatement, as well as a new warehouse addition at the north side of the existing building which includes warehouse shelving and a chain-link interior partition.

San Bernardino Justice Center, San Bernardino, CA: A new \$339.8 million, 383,000 SF courthouse with 35 courtrooms and two hearing rooms. The site includes 385 surface parking spaces for court visitors and staff and 40 secure parking spaces. Designed for sustainability, the project is LEED Gold certified.

The Aerospace Corporation, TAC A6 Tenant Improvement, El Segundo, CA: A \$12 million tenant improvement of six existing laboratories in four different buildings. Project included new electrical substation, MEP tie-ins, dry room, laser lab and restrooms.

ADDITIONAL PROJECT EXPERIENCE

San Bernardino Community College District, Occupational Education Building 2 at

Crafton Hills College, Yucaipa, CA: A new \$24.1 million project which addresses the needs of the college's fire technology, emergency medical services, public safety and respiratory care programs. The new facility consists of lecture rooms, labs, offices, vehicular storage space, and a drill yard and spray wall for the fire academy. The project is anticipated to achieve LEED Silver certification.

Children's Hospital Los Angeles, New Patient Tower, Los Angeles, CA: A new \$500 million, OSHPD regulated 450,000 SF, seven-level inpatient tower. Building includes 324 patient beds, ICU's, NICU's, staff areas and dining facilities. The project included expansion of the central plant and upgrading emergency generators from 80 kv to 120 kv.

University of Southern California, Norris Tower Addition, Los Angeles, CA: A \$98 million, 193,815 SF 10-story tower addition regulated by OSHPD. The building includes 275 patient beds, ICU's, operating rooms, staff areas, lobby and dining facilities, mechanical spaces and a mechanical penthouse floor.



GEOFF BACHANAS

PROJECT MANAGER - ON-CALL TEAM

With over 12 years of experience, there is not a single aspect of a project or a job on a construction site for which Geoff does not possess first-hand knowledge. As an accomplished project manager, he ensures work is completed on time, within budget and according to plans and specifications. In addition, Geoff's experience includes leading and directing diverse project teams, as well as consistent success in administering large multi-million community college bond programs with optimum results. In addition, he exhibits an in-depth understanding of all facets of the construction industry from pre-design through completion and closeout, including quality assurance, estimating, scheduling, safety and project team collaboration.

Education

BS, Construction Engineering Technology, California State Polytechnic University, Pomona

Registrations & Certifications

SWPPP Certification

OSHA 10-Hour

SIMILAR PROJECT EXPERIENCE

MiraCosta College Science Lab - Oceanside Campus, Oceanside, CA: A new \$1.9 million, 3,360 SF high tech building featuring two chemistry labs and a prep room. The twin Gen7 model facility is the first fully sustainable modular science laboratory and was constructed to enable the District to expand course offerings in modern and updated facilities. The facility runs on photovoltaic power and is LEED Platinum Level-worthy.

San Bernardino Community College District, Measure M Bond Program, San Bernardino, CA: A \$500 million bond program providing renovations and new construction on the District's two campuses. Geoff lead the construction for the following projects under this program:

- ▶ **Crafton Hills College Occupational Education 2 Building:** A new \$24.1 million that addresses the needs of the college's fire technology, emergency medical services, public safety and respiratory care programs. The project is anticipated to achieve LEED Silver certification.
- ▶ **Crafton Hills College Parking Lot/ADA/Lighting Improvements:** Various improvements to the college's parking lots, roadways, pedestrian accessibility and associated lighting and signage totaling \$10.6 million.

San Bernardino Community College District, Measure P Bond Program, San Bernardino, CA: A new \$197 million, two-campus bond program. Geoff lead the construction for the following projects under this program:

- ▶ **Crafton Hills College Community Recreation Facility:** A new \$12.4 million recreational facility with a 50-meter competition-sized swimming pool, locker/shower rooms, multi-purpose area and teaching areas that support aquatics. Project achieved LEED certification.
- ▶ **Crafton Hills College Infrastructure Package #1:** Relocation of incoming communication services for cabling and equipment to the Laboratory/Administration MPOE location.
- ▶ **Crafton Hills College Infrastructure Package #2:** Development of the utility corridor from the central quad to buildings on the east end of campus totaling \$5.2 million.
- ▶ **Crafton Hills College Infrastructure Package #3:** Service road extensions and upgrades totaling \$11.3 million.
- ▶ **Crafton Hills College Infrastructure Package #4:** DSA accessibility development of the proposed accessible path of travel crossing the campus and stretching from the new parking lot west of the cafeteria to the central quad/PAC totaling \$4.5 million
- ▶ **Crafton Hills College Infrastructure Package #5:** Grading and utilities for the new Community Recreation Facility, parking lot and athletic fields totaling \$3.1 million.
- ▶ **Crafton Hills College Learning Resource Center:** A new \$25.4 million, 58,500 SF facility that combines the current library, learning center and campus data center into a single structure.



NAWAR AL JUBURI,

CCM, LEED GREEN ASSOC.,

PROJECT MANAGER - ON-CALL TEAM

Nawar is a certified construction manager with more than 11 years of experience in capital program construction management, with an emphasis on large scale and complex projects. He has a diverse portfolio of project experience including education construction, commercial, transportation, healthcare, residential, master/facilities planning, FF&E, life safety upgrades, and LEED Certified/Green construction management. Nawar is a seasoned manager with experience in design management, consultant coordination, constructability review, project schedule development, project control, cost estimate, facilities inspection, procurement, bidding process, building commissioning, and closeout procedures.

Education

BS, Architecture Engineering,
University of Technology,
Baghdad, Iraq

Registrations & Certifications

Certified Construction
Manager Awarded with
Distinction, UC Berkeley

LEED Green Associate

SIMILAR PROJECT EXPERIENCE

Long Beach Community College District, Long Beach, CA: Design and construction of design-bid-build projects totaling \$35 million, including new construction, modernization of existing facilities, master planning development, central plant facilities upgrade, infrastructure improvements, and wet and dry utility upgrades. Specific projects included:

- ▶ **Science & Laboratory Building Modernization:** A \$12 million, 55,500 SF modernization including new classrooms, microbiology & anatomy labs, dissection rooms, Allied Health department, diagnostic medical imaging department, computer labs and staff offices.
- ▶ **New Student Service Building:** A new \$22 million, 31,700 SF two-story, LEED Gold facility. Work included demolition of the existing building and construction of the new building which contains health services, admissions and records, financial aid, EOPS (extended opportunity program and services), DSPS (disabled student program and services), food service and counseling services.
- ▶ **Nursing & Health Technologies Building:** A \$12 million modernization of the 23,250 SF facility. Modernizations included new classrooms, nursing labs, computer labs, and staff offices.
- ▶ **North Campus Front Quad Landscaping Project:** A \$5 million, 1.1 acre, landscaping project included new public sidewalk and street curb, new storm drain and dry well system; new hardscape with colored concrete and pavers, new irrigation system (CalSense Irrigation Controllers), and all new landscape to include palms, trees, shrubs, ground cover and hydroseed turf.

Peralta Community College District, Merritt College Science & Laboratory Building Renovation, Oakland, CA: Renovations included asbestos and lead abatement, replacement of existing air handling units; upgrade plumbing and electrical systems, seismic improvement, and ADA upgrades to all existing restrooms and Otis Elevators.

Peralta Community College District, Laney College Athletic Fields & Field House, Oakland, CA: A new \$24 million, 18,000 SF, LEED Gold athletic facility equipped with locker rooms, coaches' offices, and A/V equipment, as well as, a new baseball field and parking lot. These upgrades were intended to attract top athletic talent to the campus and maintain the athletic programs' success. Scope also included 230 KW solar systems on carports.

Peralta Community College District, Horticulture Complex Improvement, Oakland, CA: A \$2 million, 20,000 SF of MPE upgrades to the existing greenhouses, HVAC units replacement in classrooms building including Controls, exterior improvement, seismic retrofit for the main entrance canopy and installation of new natural gas service.



DAVE NUNO, EIT

PROJECT ENGINEER - ON-CALL TEAM

David has two years of project engineering experience focusing on infrastructure for public works projects. He is familiar with job site responsibilities such as managing the document control process; assisting project managers and superintendents; scheduling and monitoring of daily construction activities in order to meet deadlines and guarantee proper safety; and coordination with subcontractors to execute procurement and delivery of materials. David is fluent in Spanish and has experience communicating with local businesses and residents to discuss impacts of construction activities and safety precautions near construction areas.

Education

BS, Civil Engineering,
San Diego State University

Registrations & Certifications

Engineer-in-Training (EIT) -
CA #137110

SIMILAR PROJECT EXPERIENCE

City of National City, 8th Street Smart Growth Revitalization Project, National City, CA: A \$3.7 million revitalization project consisting of new lighting with historic banners, way finding signs, street trees, bicycle lanes, special lighting in freeway underpasses, landscaped median islands, ADA upgrades, decorative benches, bike racks and other street furnishings. The project also created a new "Market Square" where pedestrians can congregate for farmers markets and street festivals.

City of National City, Community Corridors Improvements, National City, CA: A \$4.2 million project to provide safe routes to schools throughout the city using various traffic calming methods such as raised crosswalks, corner bulb-outs, ADA improvements, enhanced crosswalks, enhanced striping and signage and roundabouts. Additional enhancements include new lighting, landscaping, benches, bike racks and other street furnishing as well as improvement to existing bike lanes.

Granite Development Program Management, San Diego, CA: Full program management and strategic consulting for the development of new Skilled Nursing Facilities in the Western United States. This full spectrum five-year contract includes land acquisition, entitlement, prototype building design, permitting through OSHPD and local jurisdictions, construction management, closeout and licensing.

Granite Development, La Paloma HVAC Upgrade, Oceanside, CA: An addition of mechanical units to the roof of the occupied La Paloma Skilled Nursing Facility, a 21,600 SF OSHPD Type 2 Building.

Granite Development, La Paloma Emergency Generator, Oceanside, CA: This project will provide an upgraded emergency generator and remote annunciator and transfer switch for connection to new critical branch and life safety panels. The project will take place in an occupied facility.

Plum Healthcare, Crystal Cove Parking Lot Addition, Newport Beach, CA: A 13,100 SF addition of 25 new standard stalls. Project includes concrete, asphalt, electrical, signing and striping, irrigation, and landscaping.





ERIN BISHOP

PROJECT ENGINEER - ON-CALL TEAM

A versatile professional with over 10 years of experience in development and construction, Erin started her career in the residential construction and transitioned into commercial construction and development. Highly experienced in the healthcare, education, life science and public works sectors, she is passionate about utilizing creativity and technical knowledge in all aspects of her career and is committed to project organization and client communication.

Education

BS, City & Regional Planning,
California State Polytechnic
University, San Luis Obispo

SIMILAR PROJECT EXPERIENCE

Alga Norte Community Park, Carlsbad, CA: A new \$32 million, 32-acre design-build community park featuring three softball/baseball fields, batting cages, basketball courts, picnic/barbecue areas, a playground with universally accessible equipment, concessions, an Olympic aquatic center with multiple pools for swim instruction, water sports, competitive training, water therapy and open play. Also included is an off-leash dog park with obstacle course-type play equipment and an 18,500 SF skate park.

City of Carlsbad, Dove & Georgina Cole City Libraries, Carlsbad, CA: A renovation and technology modernization of two libraries, which have more than 800,000 visitors and 1.3 million items circulated annually.

ADDITIONAL PROJECT EXPERIENCE

City of San Diego As-Needed Facility Conditions Assessments, San Diego, CA: Inventory of more than 400 facilities to assess the need for immediate repairs, preventative maintenance, deferred maintenance backlog, and capital replacement as part of a comprehensive asset management plan which will assist the City in developing future budgets.

County of San Diego Facility Assessment, San Diego, CA: A county-wide assessment of over 600 facilities over a three-year period.

MiraCosta Community College, Horticulture Building, Oceanside, CA: A \$7.1 million project that accommodates the college’s growing horticulture program, which serves nearly 400 students each semester. The facility includes a greenhouse and a computer lab.

MiraCosta Community College, Creative Arts Complex, Oceanside, CA: A \$15 million, 22,510 SF, three-story music and art complex that replaced a 34 year-old condemned facility. The new complex features state of the art digital music performance and recording facilities, as well as art studios to support 2D and 3D art. The building is designed and organized to separate distinct activity uses and noise level zones, while creating a large central space to foster interdepartmental collaboration. Superb ocean views are captured via the building design and site orientation.

MiraCosta Community College, Creative Arts Expansion and Concert Hall, Oceanside, CA: A \$7.1 million, 16,100 SF project encompassing sustainable design features. The project expanded the Art program by providing a computer lab/art history instructional space, and a New Genre Lab which allows processing art of any media to occur. The project expanded the Music program by providing a flexible music rehearsal space for instrumental and choral music of variously sized groups and a 500 fixed seat Music Performance Hall with variable acoustics.

MiraCosta Community College, San Elijo Nature Center, Encinitas, CA: A \$4.75 million project including new construction of a 5,525 SF two-story building using “green” building concepts.





RUSSELL A. FOX

PRINCIPAL-IN-CHARGE - SUPPORT SERVICES

Russ' expertise in the A/E/C industry is a result of over 27 years of experience and a lifetime of passion to build quality facilities. His experience covers every phase in the life of a project—from preconstruction to document delivery. As an active and involved participant to ensure client satisfaction from our proposed team, Russ firmly believes in customizing a project's solutions to work with a client's specific needs and requirements. His leadership skills are firmly based on integrity, honesty and innovation, setting the course for the project team to follow and resulting in a finished project that exceeds the owner's expectations.

Education

BS, Construction Management, California State University, Chico

AA, Construction Technology, Shasta College

SIMILAR PROJECT EXPERIENCE

City of San Rafael Essential Services Facility Improvements, San Rafael, CA: Modernization and new construction for the City's public safety facilities totaling approximately \$55 million, which includes seven fire stations and a police station.

Novato Fire Station No. 64, Novato, CA: A new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The project is anticipated to achieve LEED Platinum certification.

City of Hayward Fire Stations No. 1- 6 & Fire Training Center, Hayward, CA: A \$20 million project consisting of improvements to six fire stations including seismic upgrades, plumbing, electrical, HVAC, roofing, windows, doors, flooring, energy efficiency modifications, kitchen/restroom remodels, ADA/safety modifications, room additions, solar panels as well as construction of a replacement training center complex.

City of Vacaville, Fire Station No. 75, Vacaville, CA: A new \$6 million fire station.

City of San Diego, Fire Station No. 3, San Diego, CA: A two-story, 2,823 SF facility, includes replacement of the HVAC system, flat roof covering, dorm room reconstruction, addition of an ADA compliant restroom and kitchen reconfiguration.

City of San Diego, Fire Station No.8, San Diego, CA: A one-story, 3,272 SF facility built in 1964 includes the addition of a new kitchen, training/watch room/bull pen/ready room, laundry/work room and ADA restroom. Modifications will also be made to various systems throughout the facility.

City of San Diego, Fire Station No. 15, San Diego, CA: A one-story, 3,094 SF building, include the design of a new kitchen/dining/meeting room and ADA restrooms. We are also providing necessary services to bring the facility up to code.

City of Santa Monica, Parking Structure Elevators & Public Works Operations Facility, CA: A \$6.2 million modernization project to bring the elevators in three parking structures code compliant, as well as a tenant improvement renovation of the Public Works Warehouse. The project installs nine new code compliant elevators in Parking Structures 2, 4 and 5, reducing maintenance costs and enhancing the community's experience to the local downtown area.

Alga Norte Community Park, Carlsbad, CA: A new \$32 million, 32-acre design-build community park featuring three softball/baseball fields, batting cages, basketball courts, picnic/barbecue areas, a playground with universally accessible equipment, concessions, an Olympic aquatic center with multiple pools for swim instruction, water sports, competitive training, water therapy and open play. Also included is an off-leash dog park with obstacle course-type play equipment and an 18,500 SF skate park.



MATT ENOCH, PSP

SCHEDULING MANAGER - SUPPORT SERVICES

Matt has 22 years in the construction industry, including 16 years of construction scheduling. He has been involved in baseline schedule creation, schedule implementation and schedule oversight and review for both general contractors and construction managers. Matt's skill set encompasses a variety of tasks, including everything involved with establishing a scheduling department, training others in scheduling concepts and procedures, schedule oversight, preconstruction planning and scheduling, schedule updating, executive presentations and reporting, preparation of time impact analysis, business development and proposal scheduling, and LEAN construction scheduling. He is familiar with Primavera P6, SureTrak and Phoenix and has experience scheduling for projects for a wide range of market sectors, such as education, criminal justice, healthcare, entertainment & sports, commercial facilities and parking structures, among others.

Education

BS, Construction Management, California State University, Chico

Registrations & Certifications

Planning & Scheduling Professional #616

SIMILAR PROJECT EXPERIENCE

Alan M. Crogan Youth Treatment & Education Center, Riverside, CA: A \$38.4 million project which will demolish an existing 24,000 SF building and design and construct a new, approximately 61,000 SF single story building including intake (assessment unit), kitchen, medical and housing facilities, with space for program, custody, administrative, and support services to address the needs of approximately 106 high-risk juvenile offenders.

Butte County Regional Transit Facility, Chico, CA: A new \$38 million project which will replace the current outdated maintenance and operations facilities with a new bus maintenance building, operations building and an administrative office facility, along with associated on-site and off-site improvements.

Sacramento Municipal Utility District (SMUD), East Campus Operations Center, Sacramento, CA: A \$112 million, 300,000 SF facility that includes a five-story office building, fuel/general storage areas, maintenance space, shops and fleet parking. The project is LEED Platinum certified with an emphasis on renewable energy to achieve net-zero status.

Tishman Speyer (TSP) 222 Second Street High Rise, San Francisco, CA: A new \$120 million, 523,000 SF Class A office building that includes two levels of underground parking, a large public space, retail space on the ground floor, 26 elevated office floors, and a mechanical penthouse. The project is designed to achieve LEED Gold.

Lassen County, Susanville Courthouse, Susanville, CA: A new \$34.9 million, 42,300 SF, two-story trial court facility that includes space for court clerks, holding areas and building support space.

San Joaquin County, Stockton Courthouse, Stockton, CA: A new \$272.9 million, 310,443 SF, 12-story courthouse housing 30 courtrooms.

Fresno County, B.F. Sisk Courthouse, Fresno, CA: A \$63.5 million, 191,886 SF courthouse renovation that features 16 courtrooms and support space for civil and family courts.

Kern County Justice Facility, Bakersfield, CA: A new \$126.7 million, 216,000 SF, 822 bed, Type II jail facility consisting of three medium security housing pods, one special housing pod, visitation area, inmate property storage, infirmary, administrative offices and support service areas. Also included is the upgrade and expansion of the existing on-site water supply system and wastewater treatment and disposal facility.



TIM PRECHEL

ESTIMATING MANAGER - SUPPORT SERVICES

Tim has over 30 years of experience in all aspects of estimating for all phases of construction. This includes conceptual program estimates through construction documents. He manages a team of estimators and has experience in facility needs assessments, value engineering, change order verification, project cost reporting, and estimate reconciliations and verifications. During his career he has supervised the construction of numerous projects, enabling him to give valuable input during planning and design. Tim has developed a strong, professional relationship with subcontractors and suppliers which in turn contributes to the ability to receive excellent estimating results.

Education

AA, Civil Technology,
Phoenix College

SIMILAR PROJECT EXPERIENCE

Novato Fire Station No. 64, Novato, CA: A new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The project is anticipated to achieve LEED Platinum certification.

Central Marin Police Station, Larkspur, CA: A new \$18.5 million, two-story, 18,000 SF police station with a 911 dispatch center, holding cells, a state-of-the-art emergency operations center and community room, as well as staff offices and locker rooms. The project achieved LEED Platinum certification.

Novato Civic Center City Administration Offices, Novato, CA: A new \$15.3 million 21,200 SF, two-story office building located within the downtown Novato civic center. Located adjacent to the Novato Police Station and the recently reconstructed City Hall, the office building includes 26 spaces of podium parking beneath the building.

Calaveras County Adult Detention Center & Sheriff's Office, San Andreas, CA: A new 76,500 SF detention facility to house 160 inmates and provide support services for administration, intake/booking, medical, food service, laundry and staff areas. Also included is the construction of a 41,500 SF, new Sheriff's Administration Building with a 911 Dispatch Center and Emergency Operations Center.

Fresno County Juvenile Justice Campus, Fresno, CA: A 655,030 SF, 480-bed juvenile justice campus consisting of a state-of-the-art, 240-bed detention housing facility; a 240-bed, long-term commitment housing facility; on-campus school; booking and release facilities; probation; health services; central plant, warehouse and laundry facilities; water and wastewater services; and juvenile court.

City of Alhambra Police Facility, Alhambra, CA: A new \$14.8 million, 109,544 SF, two-story police facility, built above a subterranean two-level parking garage. The administrative and custody functions of the facility includes approximately 61,000 SF of space support. The upper basement level includes the firing range, staff and supervisors lockers, uniform exchange, storage, armory, and sleeping rooms. The remaining basement area contains 46,000 SF of space to accommodate 144 parking spaces and mechanical support rooms.

Marin County Jail, San Rafael, CA: A \$19.6 million, 110,600 SF, 222-cell (362-bed) medium and maximum security, pre-trial, direct supervision adult detention facility with direct tunnel access to the Marin County Hall of Justice.



HEATHER BROWN, PE, CPMP, LEED AP, ENGINEERING & ARCHITECTURAL SERVICES MANAGER - SUPPORT SERVICES

Heather, with over 15 years of experience, has worked on a wide variety of public, higher education and commercial facilities. Her experience includes project management, mechanical and plumbing design, assessing and renovating both HVAC and plumbing systems, preparing calculations and AutoCAD drawings. Heather has assisted in the management of staff working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments and construction inspections.

Education

BS, Mechanical Engineering,
University of Portland,
Oregon

Registrations & Certifications

Mechanical Engineer - CA
#M31667

Commissioning Process
Management Professional

LEED Accredited Professional

SIMILAR PROJECT EXPERIENCE

Novato Fire Station No. 64, Novato, CA: A new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The project is anticipated to achieve LEED Platinum certification.

City of San Rafael Essential Services Facility Improvements, San Rafael, CA: Modernization and new construction for the City's public safety facilities totaling approximately \$55 million, which includes seven fire stations and a police station.

Central Marin Police Station, Larkspur, CA: A new \$18.5 million, two-story, 18,000 SF police station with a 911 dispatch center, holding cells, a state-of-the-art emergency operations center and community room, as well as staff offices and locker rooms. The project achieved LEED Platinum certification.

Novato Civic Center City Administration Offices, Novato, CA: A new \$15.3 million 21,200 SF, two-story office building located within the downtown Novato civic center. Located adjacent to the Novato Police Station and the recently reconstructed City Hall, the office building includes 26 spaces of podium parking beneath the building.

San Benito County, Hollister Courthouse, Hollister, CA: A new \$30 million, 41,500 SF, two-story courthouse with space for administration, court clerk, security operations, a holding area and facility support along with a secure sally port for in-custody transportation and surface parking for the Judicial Council of California. The project is anticipated to achieve LEED Silver certification.

Calaveras County Adult Detention Center & Sheriff's Office, San Andreas, CA: A new 76,500 SF detention facility to house 160 inmates and provide support services for administration, intake/booking, medical, food service, laundry and staff areas. Also included is the construction of a 41,500 SF, new Sheriff's Administration Building with a 911 Dispatch Center and Emergency Operations Center.

Sutter County, Yuba City Courthouse, Yuba City, CA: A new \$65.8 million, 73,853 SF facility which will include seven courtrooms, consolidating court operations under one roof and replacing the current inadequate and obsolete facilities. Of the seven court rooms, one is to be "shelled-out" for future needs under a new judgeship.

Miraloma Park & Community Center, Anaheim, CA: A 4,181 SF renovation, 287 SF addition, solar panels; commissioning and constructability reviews.



3. Project Experience



Kitchell has a long history supporting public entities through innovative solutions.

With **over \$43 billion in public sector construction**, we have provide a myriad of services to the design and construction of government and civic centers, courthouses, hospitals, correctional and detention facilities, fire and police stations, essential service buildings, libraries and recreational facilities. We work comprehensively throughout all phases of construction—from planning

to project closeout. Our successful approach is based in our ability to creatively address our clients' needs through aligning core competencies and expertise to efficiently manage, design and construct public projects.

Kitchell currently has contracts with several California cities, counties and state agencies. Typical services provided include construction cost estimating, scheduling, master plans, peer review, constructability review, value analysis, energy audits, facility assessments, design of facility upgrades and improvements, architectural programming, full design and program/project management of specific projects. Our commitment and dedication to working with public agencies in a team environment with common goals in mind has resulted in our on-call contracts being renewed year after year.

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CA PUBLIC WORKS CONTRACTS



Kitchell offers the flexibility necessary to provide the City of Costa Mesa with highly professional construction management resources. With a full complement of in-house services necessary to meet you projects' goals and objectives, we can supply specialists in services ranging from early project planning and conceptual estimating through post-construction inspections and warranty periods.



Novato Fire Station No. 64

Novato, CA

Construction management of a new \$7.5 million, 7,500 SF, two-bay double-deep fire station. The new station will feature residential living areas including a day room, dorms, dining room/kitchen, and exercise/fitness rooms, as well as administrative space and training areas. The building is to be designed with sustainability and green building principles.

- ▶ LEED Platinum certification (anticipated)

Agency/Client Reference: Chief Mark Heine
Novato Fire District
tel. 415.878.2690

Year Completed: 2015

Engineering Fee: Not applicable

Project Construction Cost: \$7.5 million

Central Marin Police Station

Larkspur, CA



Construction management of new \$18.5 million, two-story, 18,000 SF police station with a 911 dispatch center, holding cells, a state-of-the-art emergency operations center and community room, as well as staff offices and locker rooms. Designed to exceed the energy efficiency of a similar, typical facility by at least 20% by integrating multiple energy efficient systems, the facility is LEED Platinum certified.

- ▶ LEED Platinum certification

Agency/Client Reference: Chief Todd Cusimano
Central Marin Police Authority
tel. 415.927.5157

Year Completed: 2012

Engineering Fee: Not applicable

Project Construction Cost: \$18.5 million



Alga Norte Community Park Carlsbad, CA

Construction management for a new \$32 million, 32-acre design-build community park featuring three softball/baseball fields, batting cages, basketball courts, picnic/barbecue areas, a playground with universally accessible equipment, concessions, an Olympic aquatic center with multiple pools for swim instruction, water sports, competitive training, water therapy and open play. Also included is an off-leash dog park with obstacle course-type play equipment and an 18,500 SF skate park.

- 2014 Project of the Year - San Diego/Imperial Chapter – American Public Works Association

Agency/Client Reference: Patrick Vaughan, Deputy City Engineer
City of Carlsbad
tel. 760.434.2808 ext. 7

Year Completed: 2014

Engineering Fee: Not applicable

Project Construction Cost: \$32 million

Dixon Veteran's Memorial Hall Dixon, CA

Design services and construction management of \$1.6 million, 8,000 SF tenant improvement renovation of the new Veteran's Memorial Hall. The renovation included offices, meeting rooms, multi-purpose room, restrooms, full service kitchen and bar area. The parking lot was restriped and ADA parking provided. The building was fully brought up to ADA compliant.

- The project was a part of Kitchell's on-call contract with the County of Solano.



Agency/Client Reference: Kanon Artiche, Deputy Director
Solano County
tel. 707.784.7908

Year Completed: 2009

Engineering Fee: Not applicable

Project Construction Cost: \$1.6 million



Berkeley Library Improvement Program, Berkley, CA

Construction management for a \$26 million program that included 13,000 SF of renovations and 23,000 SF in additions to four libraries including a complete rebuild of the West Branch. Renovations include seismic upgrades, updated mechanical, electrical and telecommunications systems, and new windows. Each facility was upgraded to comply with ADA standards and each building is now LEED certified. Two of the libraries are City landmarks, so historical restoration/preservation was a key component of this project.

Agency/Client Reference: Donna Corbeil, Director of Library Services
City of Berkeley
tel. 510.981.2489

Year Completed: 2014

Engineering Fee: Not applicable

Project Construction Cost: \$26 million

- ▶ 2015 Gold Nugget Grand Award Winner - Best Zero Net Energy Design Category (West Branch)
- ▶ 2013 Distinguished Project Achievement Award: Buildings - Renovation (North Branch) - Western Council of Construction Consumers
- ▶ 2013 Merit Award - Historical Preservation (North Branch) - American Institute of Architects, San Francisco

CA Department of Social Services Headquarters & Training Center Sacramento, CA



Construction management and commissioning services for the \$157 million, 632,600 SF renovation of twin 20-story towers certified LEED Gold. The included a new two-story, 7,000 SF lobby that connects the existing towers and serves as a shared public entrance, as well as private offices, conference rooms, cafeteria, site improvements and a new child-care center with play yards.

Agency/Client Reference: Diane Elliott, Capital Outlay Program Manager
Dept. of General Services
tel. 916.376.1715

Year Completed: 2010

Engineering Fee: Not applicable

Project Construction Cost: \$157 million

- ▶ LEED Gold certification



San Bernardino Justice Center San Bernardino, CA

A new \$339.8 million, 383,000 SF courthouse with 35 courtrooms and two hearing rooms. The site includes 385 surface parking spaces for court visitors and staff and 40 secure parking spaces. Designed for sustainability, the project is LEED Gold certified.

- ▶ 2013 Golden Gate Partnership Recognition - State of California, Cal/OSHA Consultation Service
- ▶ 2014 Best Projects, Award of Merit, Government/Public Building - Engineering News Record (ENR)
- ▶ 2014 Excellence in Structural Engineering - National Council of Structural Engineers Association
- ▶ 2014 Excellence in Structural Engineering - Structural Engineers Association of California

Agency/Client Reference: S. Pearl Freeman, AIA, Project Manager
Judicial Council of California
tel. 415.865.4060

Year Completed: 2014

Engineering Fee: Not applicable

Project Construction Cost: \$339.8 million

DMV Headquarters Sacramento, CA



Construction management for \$56 million project that included demolition, abatement and complete renovation of the sixth floor of a 545,000 SF building occupied with over 3,700 DMV employees. The project also included a new window system, updated exterior finish to the building, and a photovoltaic array on the roof of the building, as well as a new central plant building one block south of the DMV headquarters building, which houses boilers and chillers supplying the required heating and cooling for the buildings on this campus, replacing an aged system.

Agency/Client Reference: Burton Shanoff, Project Director
DGS
tel. 916.376.1625

Year Completed: 2013

Engineering Fee: Not applicable

Project Construction Cost: \$56 million



Santa Monica Parking Structure 6 Santa Monica, CA

Construction management for A \$43 million project which included the demolition of the existing five-story parking structure and construction of a new parking structure. The structure is currently pursuing LEED Silver certification.

- ▶ 2014 Award of Excellence, Category I - International Parking Institute
- ▶ 2014 Design Award - Southern California Development Forum
- ▶ 2014 LA Design Award - American Institute of Architects
- ▶ 2014 Merit Award - DBIA Western Pacific Region
- ▶ 2014 Outstanding Achievement & Excellence in Concrete Construction - Southern California Chapter of American Concrete Institute
- ▶ 2014 Parking Facility of the Year Award - National Parking Association
- ▶ 2014 Project of the Year Award - American Public Works Association: Southern California Chapter
- ▶ 2015 Project Achievement Award - Construction Management Association of America

Agency/Client Reference: Karen Domerchie, City Project Manager
City of Santa Monica
tel. 310.458.8721

Year Completed: 2013

Engineering Fee: Not applicable

Project Construction Cost: \$43 million

Novato Civic Center City Administrative Offices, Novato, CA



Construction management for a new \$15.3 million 21,200 SF, two-story office building located within the downtown Novato civic center. Located adjacent to the Novato Police Station and the recently reconstructed City Hall, the office building includes 26 spaces of podium parking beneath the building.

- ▶ LEED Silver certification

Agency/Client Reference: Jerry Novak, Principal Engineer
City of Novato
tel. 415.899.8246

Year Completed: 2013

Engineering Fee: Not applicable

Project Construction Cost: \$15.3 million



Public Safety Complex at Allan Hancock College, LOMPOC, CA

- ▶ New \$46 million, 36,678 SF academic building featuring six-story fire tower, shooting range, scenario village; and an emergency vehicle operator course (EVOC).
- ▶ Anticipating LEED Silver certification.



Club at West Park, ROSEVILLE, CA

- ▶ New \$5 million, 10,000 SF active-adult clubhouse for a Del Webb Community.



Kirk Community & Senior Center, SAN JOSE, CA

- ▶ Design services for the renovation and expansion of a 16,118 SF senior center.
- ▶ ADA compliance.

City of Hayward

- ▶ \$20 million in renovations to Fire Stations No. 1 - 6 and construction of the new Fire Training Center

City of San Rafael

- ▶ Essential Facilities Strategic Plan for all of the City's public safety facilities, including seven fire stations and one police station

City of Vacaville

- ▶ New \$6 million Fire Station No. 75

Golden West College

- ▶ New \$16 million Criminal Justice Training Center

City of San Diego

- ▶ Roof replacement and ADA compliance for Fire Station No. 3
- ▶ Expansion and ADA compliance for Fire Station No. 8
- ▶ Design of Fire Station No. 15's kitchen/dining/meeting room and code compliance
- ▶ Facility condition assessment of 75 developed parks and approximately 826 acres for the City's Park & Recreation Department

San Diego County

- ▶ \$79 million, 1,050-bed George F. Bailey Detention Center
- ▶ Facility condition assessment for over 600 facilities over a three-year period

City of Oceanside

- ▶ \$30 million, 225,000 SF of municipal buildings; twin administration buildings
- ▶ 33,000 SF, two-story library & administrative annex
- ▶ 311-car underground parking structure and streetscape

City of Orange

- ▶ \$30 million, 6,600 SF public works building; 13,900 SF administration building

Orange County

- ▶ \$7 million, 360-bed James A. Musick Facility
- ▶ \$60 million, 480-bed Intake/Release Center
- ▶ \$4.2 million Main Jail Renovation

City of Santa Monica

- ▶ Modernization of the elevators within the City parking structures and a renovation of the public works operations facility



Calaveras County Adult Detention Facility & Sheriff's Office, SAN ANDREAS, CA

- ▶ New \$59 million, 160-bed adult detention facility and sheriff's office.
- ▶ 911 Dispatch Center & Emergency Operations Center.



San Benito County - Hollister Courthouse, HOLLISTER, CA

- ▶ New \$30 million, 41,500 SF, two-story courthouse with space for administration.
- ▶ LEED Silver certification (anticipated); 2011 Academy of Architecture for Justice: 2011 Citation Award, Justice Facilities Review - AIA; 2014 WCCC Outstanding Project Achievement Award - New Buildings Category.



City of Alhambra Fire Station No. 74, ALHAMBRA, CA

- ▶ New \$8.4 million fire station.

City of Thousand Oaks

- ▶ 55,734 SF Brimhall Library renovation
- ▶ 28,321 SF Newbury Park Library and art gallery renovation

City of Alhambra

- ▶ \$8.4 million, 6,050 SF **Fire Station No. 74**
- ▶ \$14.7 million, 109,544 SF, two-story police facility

City of Anaheim

- ▶ Ponderosa Park & Family Resource Center: \$12 million redevelopment that includes the remodel of an 18,636 SF facility and a 3,747 SF outdoor playground, skate park and water play area, as well as ADA restrooms
- ▶ Miraloma Park & Community Center: 4,181 SF renovation, 287 SF addition, solar panels; commissioning and constructability reviews

City of Carlsbad

- ▶ Preconstruction services for the renovation and technology modernization of the Dove & Cole Libraries

City of Vista

- ▶ Preconstruction services for the \$11 million, 14,000 SF Moonlight Amphitheater Stagehouse

City of Torrance

- ▶ \$1.5 million, 13,000 SF general aviation complex and service yard
- ▶ \$11.5 million Cultural Arts Complex

Riverside County

- ▶ Palm Desert Sheriff's Station: New \$33 million, 85,000 SF, LEED Gold certified sheriff's station
- ▶ Alan M. Crogan Youth Treatment & Education Center: New \$38.4 million, 61,000 SF juvenile justice facility

Judicial Council of California

- ▶ Yolo County - Woodland Courthouse: New \$165.3 million, 163,066 SF courthouse
- ▶ Sutter County - Yuba City Courthouse: New \$65.8 million, 73,853 SF, seven-courtroom courthouse
- ▶ Glenn County - Willows Courthouse: New \$42 million courthouse with renovation to historic courthouse
- ▶ Plumas/Sierra Courthouse: New \$4 million, 7,300 SF courthouse; Best of 2010 Award - Small Project Category - California Construction Magazine
- ▶ Fifth Appellate Courthouse: New \$23 million, 61,000 SF courthouse



The Vibe Teen Center,

FOSTER CITY, CA

- ▶ New \$4 million, 9,600 SF supervised teen center.
- ▶ Offers skate park, sport tournaments and other community activities.



Public Safety Center at Columbia College,

SONORA, CA

- ▶ \$2.1 million, 6,555 SF remodel and addition to the existing fire station and training facility to combine the fire service and security staff into one location.
- ▶ Part of Yosemite Community College's \$326 million Measure E bond program



William J. Carroll Government Center,

VACAVILLE, CA

- ▶ New 35,000 SF office that houses Solano County's Health & Social Services programs.
- ▶ LEED Silver certified.

City of Corona

- ▶ Police Building Needs Assessment

Butte County

- ▶ \$38 million new Butte Regional Transit Operations Facility
- ▶ \$3.5 million, 24,226 SF **community center**
- ▶ \$6.4 million, 416-bed Butte County Jail
- ▶ \$12 million, 120-bed juvenile detention facility

City of Berkeley

- ▶ \$14 million, 67,000 SF, two-story **public safety building**

Fresno County

- ▶ \$194 million, 1,020-bed Juvenile Justice Campus
- ▶ New \$7.5 million, 14,000 SF morgue facility Irrigation system replacement estimates
- ▶ A new, \$79.2 million, 92,348 SF, SB 1022 funded project adjacent to the current North Annex jail.

Madera County

- ▶ \$30 million, 45,000 SF, 144-bed Madera County Jail expansion and renovation
- ▶ \$17.2 million replacement of Oakhurst Wastewater Treatment Plant
- ▶ \$10.5 million, 70-bed juvenile detention facility

Marin County

- ▶ \$21 million Civic Center Hall of Justice seismic retrofit
- ▶ Communications and **Emergency Operations Center** feasibility study
- ▶ New 9,372 SF Southern Marin **Public Safety Building**
- ▶ \$26 million, 362-bed Marin County Jail

Merced County

- ▶ New \$18 million, two-story courthouse
- ▶ \$17.5 million, 120-bed Juvenile Justice Correctional Complex

Santa Barbara County

- ▶ New \$88.9 million, 135,000 SF, 376-bed jail
- ▶ New \$43 million, 52,208 SF, 228-bed Sheriff's Transition & Re-Entry (STAR) Facility

Santa Clara County

- ▶ \$27 million, 210-bed Juvenile Hall Housing Facility
- ▶ Fairgrounds facilities and infrastructure assessment



Big League Dreams Sports Park, GILBERT, AZ

▶ New \$39 million, multi-use sports park



City of West Sacramento Community Center, WEST SACRAMENTO, CA

▶ New \$8.5 million, 21,500 SF, two-story community center.

▶ LEED Silver certification.



Recreation Center at Cal Poly University, San Luis Obispo, SAN LUIS OBISPO, CA

▶ New \$57.5 million recreation center expansion & renovation.

▶ LEED Gold certification; 2013 Outstanding Sports Facilities Award - National Intramural-Recreational Sports Association

Shasta County

- ▶ Juvenile Rehabilitation Facility: \$15 million, 47,000 SF, 90-bed juvenile justice facility
- ▶ Capital improvement plan and feasibility study
- ▶ County Administration Center: New \$35 million, three-story, 110,000 SF **office building** and garage
- ▶ **ADA assessment** of 40 buildings and 39 parks

Solano County

- ▶ Fairfield Civic Center Library: \$5.8 million renovation, design and project management
- ▶ Fairfield-Cordelia Branch Library: \$14.3 million, 32,000 SF, two-story public library
- ▶ \$17 million, 90-bed Juvenile Detention Facility
- ▶ Health and Social Services Building Master Planning
- ▶ William J. Carroll Government Center: New two-story LEED Silver office building housing primary care and mental health clinic services

City of Dinuba

- ▶ \$1.5 million, 21,000 SF public works facility
- ▶ \$6.2 million, 22,000 SF vocational center

City of Merced

- ▶ \$2.4 million, 13,500 SF **fire station**
- ▶ \$3.3 million, 77,000 SF, three-level, 180-car parking structure; 10,000 SF retail space

City of Redwood City

- ▶ Redwood Shores Community Library: New \$15.5 million, 22,500 SF library; *2009 Outstanding Achievement Award in Public Facilities - WCCC*

City of Sacramento

- ▶ Community Center Theatre: \$14.4 million, 28,000 SF remodel of theatre
- ▶ 100,000 SF art museum expansion peer review

Sacramento County

- ▶ Branch Center infrastructure replacement
- ▶ Dry Creek Parkway Trails pedestrian bridge design
- ▶ Voters' Registration Loading Dock electrical design
- ▶ Upper Sunrise Boat Launch design

City of West Sacramento

- ▶ West Sacramento Transit Center: New \$1.7 million, multi-modal transit center

EXHIBIT C
FEE SCHEDULE



October 12, 2015

Robert Staples
Contract Administrator
City of Costa Mesa
77 Fair Drive 4th Floor
Costa Mesa CA 92628

RE: Fee Proposals to Provide Professional Construction Management Services for Remodeling and/or New Construction of Various City Facilities- City Hall Renovation and Fire Station No. 1

We are pleased to present you the fee for construction management services for the City Hall renovations as well as the Fire Station No.1. Based upon the available information we have developed a schedule for each project which is included within the fee proposal. Our fees are based upon our proposed schedule (please refer to section 4. Proposed Schedule of our RFP submission) as well as the scope of services include within the RFP. Upon selection to as your Construction Management firm we welcome the opportunity to review the specifics of this project with your team and to develop a mutually agreeable fee that meets the needs of the City and of the specific project.

Our proposed fees are as follows:

- City Hall Renovation \$296,798 (Assumes on overall eight-month project duration)
- Fire Station No.1 \$609,420 (Assumes an over 23-month project duration)
- Total: \$906,218

Our fee come with the following notes:

- The fees are fully inclusive of all costs for our project management team and the rates include with the fees are good for the five-year duration of the contract.
- The total fee for the specific projects include all the tasks within the scoop of work including a constructability review, inspections and the geotechnical services.
- The scope for the geotechnical and inspection services were unknown at the time of the RFP so some assumptions were made to develop the scope.
- Fee proposal does not include design team RFP and selection or the management of the design phase as this was not included in scope of services with the RFP.

We appreciate the opportunity to review and discuss our fee proposals with you upon our selection. For your reference we have attached our assumed project schedule and a detailed fee schedule for each of the projects within the RFP.

Sincerely,

Digitally signed by
wcohen@kitchell.com
DN:
c=wcohen@kitchell.com
itshell.com Date: 2015.10.12 09:46:38
-07'00'

Wendy Cohen
Vice President

Attached: Fee Spreadsheets

**City of Costa Mesa
Fire Station
Projects Fee
October 12, 2015**

City of Costa Mesa - Fire Station		Regional Executive	Sr. Project Manager	Project Engineer	Scheduler	Architect	Structural Eng	Mech Eng	Elec Eng	Civil Eng	Inspector	Geotechnical & Material Testing	Clerical	Total Fee
Task #	Description	\$ 185	\$ 160	\$ 130	\$ 130	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 125	\$ 140	\$ 67	
1	PreConstruction Services (1 Year Duration)	20												\$ 3,700
	Procedures Manual		5	10										\$ 2,100
	Establish Document Management System		5	10										\$ 2,100
	Constructability Review		25			40	40	40	40	40			25	\$ 32,675
	Develop Baseline Schedule		20		60									\$ 11,000
	Existing Site Conditions			10										\$ 1,300
	Bidder Prequalification		30	10										\$ 6,100
	Contractor Bid Process		20	10										\$ 4,500
														\$ -
	Subtotal Task 1	20	105	50	60	40	40	40	40	40	0	0	25	\$63,475
2	Construction Phase Services (13 Months)	20												\$ 3,700
	Manage & Oversee Project		2000	1000										\$ 450,000
	Progress Photos													
	Weekly Construction Meetings													
	Shop Drawing & Submittal Log & Review													
	RFI Process Management													
	Change Management													
	Field Orders													
	Substitution Requests													
	Record Drawings & Specifications													
	Labor Compliance													
	Project Schedule Updates													
	Process Payment Applications													
	Claims Management													
	Quality Assurance - Inspection										200			\$ 25,000
	Geotechnical & Material Testing Services											80		\$ 11,200
	Subtotal Task 2	20	2000	1000	0	0	0	0	0	0	200	80	0	\$ 489,900
3	Startup, Closeout & Acceptance Services (1 Month)	4	87	87							15	5		\$ 28,545
	Operation & Testing Plan													
	Punchlist													
	Final Walk Through													
	Recommend Acceptance													
	Subtotal Task 3	4	87	87	0	0	0	0	0	0	15	5	0	\$28,545
4	Post Construction (1 Month)	4	87	87							10	2		\$ 27,500
	Operations & Maintenance Materials													
	Record Drawings Certification													
	Final Payment													
	As-Builts													
	Contract Close Out													
	Final Project Records & Documents													
														\$ -
	Subtotal Task 4	4	87			0	0	0	0	0			0	\$27,500
TOTAL FEE														\$609,420

EXHIBIT D
PROJECT SCHEDULE

4. Proposed Schedule

ID	Task Name	Working Day Duration	Calendar Day Duration	Start	Finish	2015																								2016																								2017																								2018																								2019																								2020																							
						Q3						Q1						Q3						Q1						Q3						Q1						Q3						Q1						Q3						Q1						Q3																																																																																			
						Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct																																																																																																										
1	City of Costa Mesa - Professional Construction Management Services	1306 days	1828	Tue 9/15/15	Wed 9/16/20	City of Costa Mesa - Professional Construction Management Services																																																																																																																																															
2	City Council Award- Professional Services Agreement	0 days	0	Tue 9/15/15	Tue 9/15/15	City Council Award- Professional Services Agreement																																																																																																																																															
3	Kick Off Meeting- As-Needed Professional CM Services	1 day	1	Wed 9/16/15	Wed 9/16/15	Kick Off Meeting- As-Needed Professional CM Services																																																																																																																																															
4	City Hall Renovation Projects	232 days	324	Thu 9/17/15	Fri 8/5/16	City Hall Renovation Projects																																																																																																																																															
5	Prime Contractor Prequalification and Bid Process	8 wks	56	Thu 9/17/15	Wed 11/11/15	Prime Contractor Prequalification and Bid Process																																																																																																																																															
6	City Council Approval	4 wks	28	Mon 11/9/15	Mon 12/7/15	City Council Approval																																																																																																																																															
7	Mobilization & Pre-Construction Coordination	4 wks	28	Mon 12/7/15	Mon 1/4/16	Mobilization & Pre-Construction Coordination																																																																																																																																															
8	Construction	130 days	180	Mon 1/4/16	Fri 7/1/16	Construction																																																																																																																																															
9	Construction Start	0 days	0	Mon 1/4/16	Mon 1/4/16	Construction Start																																																																																																																																															
10	Council Chambers Remodel	30 days	40	Mon 1/4/16	Fri 2/12/16	Council Chambers Remodel																																																																																																																																															
11	Conference Room 1A Remodel	20 days	26	Mon 2/15/16	Fri 3/11/16	Conference Room 1A Remodel																																																																																																																																															
12	Community Meeting Room Remodel	20 days	26	Mon 3/14/16	Fri 4/8/16	Community Meeting Room Remodel																																																																																																																																															
13	Employee Lounge Remodel	15 days	19	Mon 4/11/16	Fri 4/29/16	Employee Lounge Remodel																																																																																																																																															
14	Outdoor Meeting Area Construction	45 days	61	Mon 5/2/16	Fri 7/1/16	Outdoor Meeting Area Construction																																																																																																																																															
15	ADA Upgrades	30 days	42	Mon 3/21/16	Mon 5/2/16	ADA Upgrades																																																																																																																																															
16	Audio/Visual Upgrades	30 days	40	Mon 5/2/16	Fri 6/10/16	Audio/Visual Upgrades																																																																																																																																															
17	Closeout	25 days	33	Mon 7/4/16	Fri 8/5/16	Closeout																																																																																																																																															
18	Fire Station No.1	700 days	978	Mon 1/4/16	Fri 9/7/18	Fire Station No.1																																																																																																																																															
19	Design Team Selection	8 wks	56	Mon 1/4/16	Mon 2/29/16	Design Team Selection																																																																																																																																															
20	Design & Permitting	24 wks	168	Mon 2/29/16	Mon 8/15/16	Design & Permitting																																																																																																																																															
21	Prime Contractor Prequalification and Bid Process	8 wks	56	Mon 8/15/16	Mon 10/10/16	Prime Contractor Prequalification and Bid Process																																																																																																																																															
22	City Council Approval	4 wks	28	Mon 10/10/16	Mon 11/7/16	City Council Approval																																																																																																																																															
23	Mobilization & Pre-Construction Coordination	8 wks	56	Mon 11/7/16	Mon 1/2/17	Mobilization & Pre-Construction Coordination																																																																																																																																															
24	Construction	410 days	572	Mon 1/2/17	Fri 7/27/18	Construction																																																																																																																																															
25	Closeout	30 days	40	Mon 7/30/18	Fri 9/7/18	Closeout																																																																																																																																															
26	Additional As-Needed Services- TBD	527 days	740	Fri 9/7/18	Wed 9/16/20	Additional As-Needed Services- TBD																																																																																																																																															
29	End of Contract	0 days	0	Wed 9/16/20	Wed 9/16/20	End of Contract																																																																																																																																															

Project: City of Costa Mesa As Needed CM Services Schedule R1 RFP Schedule

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Critical Split
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Critical	Progress



EXHIBIT E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

10/16/2015

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 Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
INSURED 1328704 Kitchell CEM Inc. 4719 Viewridge Avenue, Suite 130 San Diego, CA 92123	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 25658

COVERAGES **CERTIFICATE NUMBER:** 13718720 **REVISION NUMBER:** XXXXXXXX

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: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" 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	N	N	DT8105E496169	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Hired Auto Physical Damage	N	N	DT8105E496169	6/1/2015	6/1/2016	Comp. Ded. \$1,000 Coll. Ded. \$1,000

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

RE: Construction Management Services for Remodeling and/or New Construction of Various City Facilities - City Hall Renovation and Fire Station No. 1.

CERTIFICATE HOLDER**CANCELLATION**

13718720

City of Costa Mesa
 Public Services/Engineering
 77 Fair Drive, 4th Floor
 Costa Mesa, CA 92628

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

Charles M. McDaniel

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2015

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 ACIG Insurance Agency, Inc. 2600 N. Central Expwy. Suite 800 Richardson, TX 75080 www.acig.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	972-702-9004	FAX (A/C, No):
	E-MAIL ADDRESS:	accountmanagers@acig.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kitchell CEM, Inc. 4719 Viewridge Avenue, Suite 130 San Diego CA 92123	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F : Steadfast Insurance Company		26387

COVERAGES

CERTIFICATE NUMBER: 26950907

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 (NSD 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Contractor Professional/Pollution Liability		EOC 3999322-07	6/1/2015	6/1/2016	Per Claim \$1,000,000 *Aggregate \$1,000,000

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

Re: Construction Management Services for Remodeling and/or New Construction of Various City Facilities – City Hall Renovation and Fire Station No. 1 Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

CERTIFICATE HOLDER**CANCELLATION**

Costa Mesa City of Costa Mesa Public Services/Engineering 77 Fair Drive, 4th Floor Costa Mesa CA 92628	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  Michael J. O'Neill
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ACORD 25 (2014/01)

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ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured, including:
 - a) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
 - b) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2015

Policy No.: GL15PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

Countersigned By _____



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.

This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2015

Policy No. WCA000006815

Endorsement No.

Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

Countersigned by Nancy Sprattle

WC 00 03 13
(Ed. 04-84)

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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.