CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
STV CONSTRUCTION, INC.

THIS AGREEMENT is made and entered into this 2nd day of August, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STV CONSTRUCTION, INC., a Pennsylvania 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 professional construction management services for the Lions Park Projects, 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 Two Million Eight Hundred Ninety Four Thousand Fifity Six Dollars and Twenty One Cents ($2,894,056.21).

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

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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 six (6) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Six (6) years, ending on August 22nd, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the Parties may mutually agree, in writing, to renew the contract for one (1) term period of two (2) years.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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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, electronic mail 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 electronic email; 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:	IF TO CITY:
STV Construction, Inc. 1055 West Seventh St., Suite 3150 Los Angeles, CA 9001	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626
Tel: (213) 482-9444 Email: Sam.Yu@stvinc.com Attn: Sam Yu	Tel: (714) 754-5096 Email:arash.rahimian@costamesaca.gov Attn: Arash Rahimian

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

_____ Date: _____
Mayor for the city of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
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:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: 7/14/16

Risk Management

APPROVED AS TO CONTENT:

_____ Date: 7/8/16

Project Manager

DEPARTMENT HEAD APPROVAL

_____ Date: _____

Director of Public Services

FINANCE DIRECTOR

_____ Date: _____

Stephen Dunivent, Interim Finance Director

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

February 4, 2016

SUBJECT: **REQUEST FOR PROPOSALS (RFP's) TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE DONALD DUNGAN LIBRARY AND COSTA MESA NEIGHBORHOOD COMMUNITY CENTER RECONSTRUCTION**

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, for the construction of a new library and repurposing of the existing library. The schedule is as follows:

ENGINEERING SCHEDULE		DATE
1.	Proposal Received by the City	3/15/16
2.	City Council Award (Professional Services Agreement)	4/19/16
3.	Kick off meeting	5/17/16
4.	End of contract	5/17/21

Enclosed is a Request for Proposals to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP'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 Arash Rahimian, at (714) 754-5096.

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 Tuesday, March 15, 2016. All proposals shall be delivered or mail to:

Arash Rahimian, Associate Engineer
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,

Baltazar Mejia, P. E.
Acting City Engineer

C: Ernesto Munoz, Public Services Director

1. INTRODUCTION

The Donald Dungan Library was built in 1986 and is located at 1855 Park Avenue, Costa Mesa. The City of Costa Mesa is proposing to renovate and expand the Donald Dungan Library to house the Neighborhood Community Center. The current library occupies approximately 7,700 SF. The size and shape of the library limits the number and types of programs available, as well as the collections and user space. The Orange County Public Library currently operates the library.

The Neighborhood Community Center (NCC) was built in 1981 and is located at 1845 Park Avenue, Costa Mesa. This facility is adjacent to the current library building. The NCC is a city-operated, 22,742 SF rental facility complete with a large multi-purpose hall that includes a stage, dance floor and full-service kitchen. Three other smaller meeting and conference rooms are available for community, business, educational meetings, and contract classes.

The project will consist of a design phase (now through July 2017) and two construction phases back to back from July 2017 to March 2020. The existing 8,000 SF Library will be converted to the new NCC via an estimated $4 million dollars in seismic, fire sprinkler, HVAC, glazing, electrical, partition, kitchen, and site renovations. The existing NCC will be completely demolished and a new 20,000 SF, two story, state of the art library constructed at an estimated $21 million including parking lot, site, and park improvements.

This RFP will include professional construction management services; working closely with City project staff; review of the construction documents, constructability analysis, and construction cost estimates; Prime Contractor prequalification; review and analysis of general contractor bid proposals and project schedules; construction oversight, coordination, inspection, specialty inspection, and materials testing; 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 this high profile project. 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, Project Engineer, and Lead Inspector 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 three (3) 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.

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, (Attachment 1). 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 the construction of a new library and remodeling of the old Donald Dungan Library into a community center.

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, conduct a thorough constructability analysis, and provide construction cost estimates at 60% and 90% PS&E.

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 the Contractor's Notice to Proceed with Construction.

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 or 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 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. Advice 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.

Attachments: 1. Professional Services Agreement

EXHIBIT B

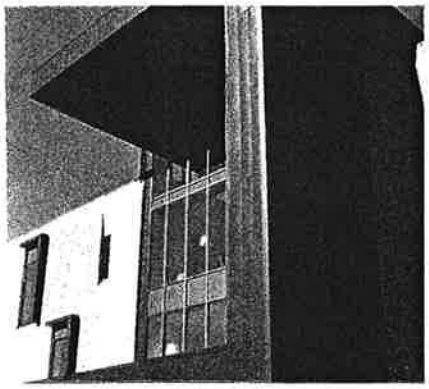
CONSULTANT'S PROPOSAL

Professional Construction Management Services

Donald Dungan Library & Costa Mesa Neighborhood Community Center Reconstruction

TECHNICAL PROPOSAL

Costa Mesa



STV 100 Years

27

STV 100 Years

March 14, 2016

Mr. Arash Rahimian, Associate Engineer
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Re.: Donald Dungan Library and Costa Mesa Neighborhood Community Center Reconstruction Professional Construction Management Services

Dear Mr. Rahimian:

The City of Costa Mesa (City) is seeking a consultant to provide comprehensive construction management and project oversight services to convert the existing 8,000-sf library to the new Neighborhood Community Center and to construct a new 20,000-sf, state-of-the-art library. STV is the right team to provide the technical expertise, innovation, and collaboration to place your objectives for this high-profile project at the heart of every decision made. Our vision for delivering this project will be to work with the City, the designer, the community, and project stakeholders as ***One Team***. We will mobilize quickly upon award to facilitate coordination, synergy, and teamwork for efficient project delivery.

Value Offered to the City

A Solid Team. STV's team of highly skilled construction management professionals can draw upon the multi-disciplinary resources of the STV organization, including construction, engineering, and architectural specialists, which will prove invaluable throughout the project delivery process as we address complex challenges. Our integrated team will be led by James Adams, AIA. With more than 25 years of experience, Mr. Adams has led projects for libraries and public buildings, applying sound leadership qualities with specific experience in program management, master planning, design management, and on-site construction management services. Our team will provide leadership to the entire design and construction team and work in close partnership with City staff.

A Relevant Portfolio. Having shaped some of southern California's most exciting projects for more than 30 years, STV is committed to creating exceptional value for our clients. We offer a portfolio of municipal buildings and facilities, as well as high-profile projects. STV has worked on a variety of projects with signature architectural firms. Notable assignments in a similar capacity include the award-winning, LEED Platinum certified Anaheim Regional Transportation Intermodal Center; our current assignment at the City of Anaheim's Convention Center Expansion; and the National September 11 Memorial & Museum and One World Trade Center, a project of unprecedented complexity, magnitude, and meaning.

Proven and Advanced BIM Utilization and Project Management Information Systems. STV utilizes BIM 4/5/6 and e-Builder project management tools to maximize project efficiency and transparency, reduce waste, and track cost and schedule at the highest level of detail possible. More specifically, these tools assist the design and construction teams to identify and solve conflicts and constructability challenges and hold all team members accountable on a real-time basis.

Commitment to the City. As Principal-in-Charge for this project, I can assure you that our local team fully understands the impact and importance of this project. To deliver a solid management approach to provide comprehensive construction management services, you have STV's and my personal commitment to bring top industry staff to assist the City. We commit that no person designated as key to the project will be removed or replaced without your prior written concurrence. All key staff members identified on our organization chart are available for this assignment and will be committed for the duration of the project when needed for successful completion.

Should you require any further information, please contact me at (213) 673-1920 or sam.yu@stvinc.com.

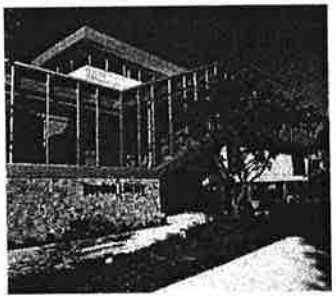
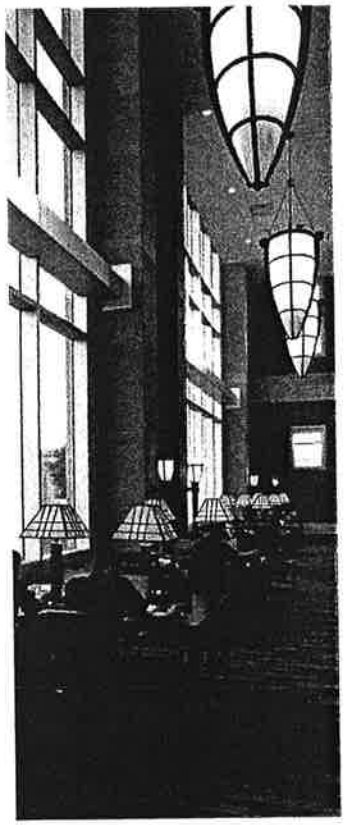
Sincerely,

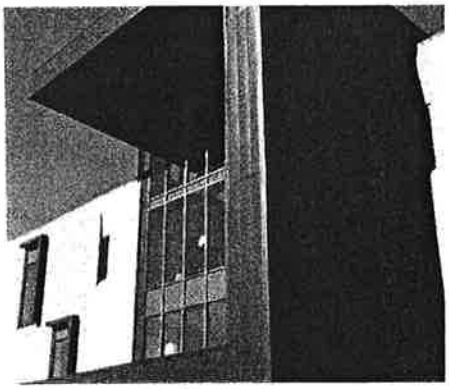
STV Construction, Inc.

Sam Yu, CCM, DBIA, LEED®AP BD+C
Vice President, Principal-in-Charge

16261 LAGUNA CANYON ROAD, SUITE 150
IRVINE, CALIFORNIA 92618-3608
(949) 727-3238 FAX: (949) 727-3019

Project Understanding & Approach



Project Understanding and Approach

QUALIFICATIONS AND EXPERIENCE

Providing a Core Team with the Right Experience

We have developed a staffing/organizational approach for the City of Costa Mesa (City) that draws upon the experience of a core team to provide continuity of construction expertise as the project transitions from design and pre-construction activities through project closeout and certification. Throughout the project delivery process, our staff will be supported by professionals in project controls, project management, field management, and technical services. Our team's proposed schedule and resulting procurement strategy are directly linked to the staffing resources we have proposed. The resumes of our team members also highlight the relevance of their personal background to successfully meet the City's programmatic and project needs.

Our Commitment to the City

We believe the recipe for success weighs heavily on our unyielding commitment to support our core team ***throughout the life of the Donald Dungan Library and Neighborhood Community Center*** (DDL/NCC) projects. In doing so, we establish not only continuity but optimize our ability to complete each of the identified milestones within the City's preliminary schedule, which includes design activities through July 2017 and the new construction/ renovation of the DDL/NCC.

WHY IT MATTERS - WE RECOGNIZE YOUR CHALLENGES

This project presents challenging logistical interfaces. Communication and transparent information will be critical, and the STV team will work closely to recommend and support the City of Costa Mesa with the professional resources necessary to enhance construction of the new library and neighborhood community center.

The STV team recognizes that project success does not happen easily; it is the result of hard work, focus, diligence, and communication among all project stakeholders. Our approach is founded on proper planning, partnering, communication, and collaboration.

STANDARD SERVICES, TECHNICAL APPROACH, AND WORK PLAN

DDL/NCC Overview

STV Construction Inc. is the Construction Management Division of STV Incorporated, our parent company, with offices across the United States, including Southern California offices in downtown Los Angeles, Irvine, and Rancho Cucamonga. STV is prepared to mobilize qualified resources and deploy strategies that have repeatedly proven effective in managing projects similar in size and complexity.

Program/Project Management	Building Information Modeling (BIM) – Logistics, Conflict Resolution, Field Tracking, Virtual Reality, Photogrammetry and Data Analytics with Cost and Schedule interface	Value Engineering/ Cost Management	Scheduling (Primavera P6) – Cost/Time Management
Design Management	Life Cycle Management and Modeling	Earned Value Management	Financial Reporting (Budget vs. Actuals, Forecast Cost at Completion)
Construction Management	Energy Management	Constructability / Bidability Reviews	Community Outreach / Public Relations
Asset Management	Sustainability – Leader in Energy and Environmental Design (LEED)	Estimating (Southern California Database)	Owner Representative Services
Project Controls (ePC) – eBuilder, Sharepoint	Risk Management, Modeling	Timberline Estimating – Quantity Extraction	**Focused on SAFETY FIRST!!!**

Comprehensive Project and Construction Management Services

STV's comprehensive services are summarized in the table below.

Approach to Project Delivery Planning and Execution

DDL/NCC – Project Phase

Our proposed team will provide the appropriate level of service to manage this project through successful completion and will rely on sound planning, communication, and an effective management approach outlined as follows:

- Establish our team as a trusted partner to help the City make informed decisions.
- Provide leadership and proactive communication at all levels.
- Enable on-time completion of all deliverables.
- Challenge the technical merits of proposed solutions, while also examining cost and schedule ramifications both short- and long-term.
- Maintain a safe and non-disruptive construction site.
- Examine short- and long-term operational life cycle costs.
- Minimize unnecessary changes during design and construction.
- Comply with the high-quality standards expected by the City.

Development of Project Phasing Alternatives/ Cost Models

Through collaboration, learning, and ultimately a series of meetings with the City, our team will provide alternative project phasing and cost models by understanding and taking into consideration the following items:

- ***Project Scope***: Validate original ideas and plans including architectural/infrastructure requirements including site logistics along with any potential impacts especially noted in the Environmental Impact Statement (EIS) or the National Environmental Policy Act (NEPA) as it pertains to the DDL/NCC project.
- ***Feasibility***: Validate, review, and develop options during pre-design to further determine any changes to the overall program for DDL/NCC as it pertains to operational, technical, economic (cost-benefit analysis), and the overall changes to the master construction schedule.
- ***Program Requirements***: As a precursor to pre-design, validate the City's objectives, confirm space requirements, and, most importantly, make sure that the operational plan coincides with the overall understanding of the project.
- ***Schematic Design Phase***: Establish a clear consensus on the DDL/NCC's project requirements, expectations for quality, project scope, project budget, and overall master schedule identifying all major phases of construction. This will also enable our team, with City's concurrence, to help determine critical components within the overall program/project and further allow a discussion to both validate and confirm major milestone completion dates.
- ***Costs/Cost-Benefits Analysis***: Factor and review project costs, along with potential long-term impacts on the operations and maintenance of the DDL/NCC once built and turned over to the City.
- ***Schedule***: Carefully review the project sequence in terms of the established end date and interim milestones and obtain approval by the City. Our team will make sure that the individual components within the overall master schedule provide that any alternative phasing as proposed by the project team and/or the general contractor comply with the established parameters as set forth in the contract.

WHY IT MATTERS - THE STV COMMITMENT

We are committed to providing superior, integrated services as a capable, effective, and local partner. The STV team will provide continuity of key personnel (subject to reasonable control) assigned to this project engagement through the completion of the work.

Scope of Work

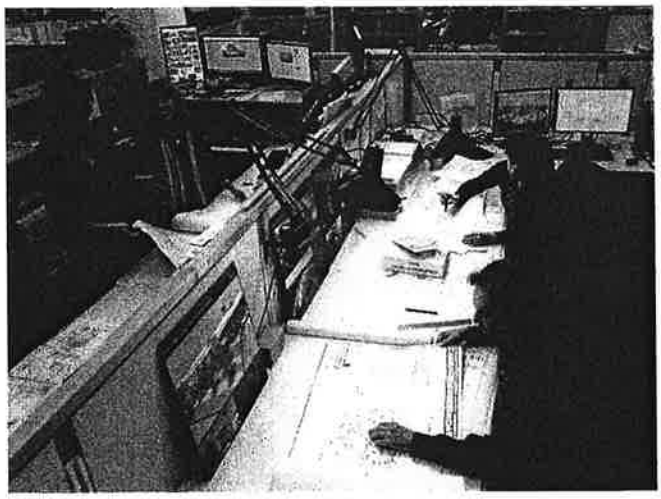
Pre-construction/Construction/Post-construction Phases RFP SOW 2.1

We have structured the following service list to closely reflect the anticipated construction phases.

Pre-construction phase services:

- Constructability, bidability, and peer reviews.
- Design document reviews for economy and efficiency of design and construction operations.
- Construction impact on operations evaluation and minimization.
- Site logistics review.
- Final design document review so that requirements are clearly defined and add/deduct alternates are delineated accurately for City's review and approval.

- Construction cost estimating.
- Value engineering.
- Project scheduling – review and progress analytic (earned vs. actual duration).
- Long-lead item procurement evaluation.
- Meeting attendance with the City and all regulatory state agencies to make sure approvals are obtained efficiently.
- Correspondence maintenance and/or any other communication files as required to advance the project.
- Reviews that address coordination, cost impact on agency operations, division of the work for bidding purposes, time of performance, compliance with the required scope of services, and compliance with the City's comments.
- Assistance during the bidding process, including coordination with the selected design team, pre-bid conferences, responses to bidder's questions, issuance of addenda, and bidder evaluation and recommendations to the City.



Construction phase services:

- Assist in obtaining all necessary permits, certificates, licenses, and/or approvals.
- Review preliminary construction schedules with the selected contractor, develop start-up construction schedules, and verify compliance with progress scheduling requirements.
- Provide technical supervision and coordination of the work until final completion and acceptance by the City, verifying that the materials furnished and work performed are in accordance with the plans, drawings, specifications, and approved contractor submittals.
- Prevent installation of work or furnishing of materials or equipment that has not been properly approved or otherwise fails to conform to the plans, drawings, specifications, and construction documents.
- Verify that all inspection, quality control tests, or any other tests required by law, rule, or regulation, or by the construction documents, are performed satisfactorily and on time, including off-site inspections and controlled on-site inspections. Make sure that soils compaction testing; welding; concrete testing; and masonry, structural, or reinforcing steel inspections are procured as specified and scheduled, and that final reports are obtained and this information is conveyed back to the contractor and the City.
- Conduct job meetings with contractors, consultants, and representatives of the City to discuss procedures, performance, progress, problems, and scheduling. Distribute minutes of such meetings to all attendees in a format authorized by the City.
- Provide monthly progress reports.
- Prepare RFPs and cost estimates, negotiate proposals for work to be performed on a change order basis, and recommend approval to the City.
- Maintain accurate, orderly, and detailed files, as well as written records and documents concerning the project during all stages of planning, design, and construction, including project correspondence, meeting minutes of job conferences, progress reports, shop drawings and other submissions, contract documents, addenda, as-built record drawings, and all other project-related documents. Provide all records, documents, and information regarding the project upon completion of the work.
- Maintain a daily production report describing all of the activities that occurred on the site, including the number of workers identified by trade, contractors employed at the site by each contractor, the number of hours worked, material deliveries, labor difficulties, weather conditions, visits by officials, testing that has occurred, decisions reached, action items to be resolved, and any other observations pertinent to the work.
- Maintain accurate, orderly, and detailed cost accounting records with respect to all work to be performed, including RFPs, scope of work development, cost control spreadsheet, and change order summary log.
- Make sure that all temporary facilities and utilities are provided as necessary for the performance of the work.

- Review the safety program developed by the general contractor and coordinate safety programs for the project. Contractor deviance from the safety programs will be reported to the City immediately, and precautions will be taken to minimize the risk of injury to persons and damage to property from the work.
- Review and address, as appropriate, RFIs, extensions of time, change order requests, and disputes from the contractor.
- Implement a Quality Management and Inspection Program that will make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the program and completion of work, along with the standards of quality to be applied, will be clearly defined.
- As needed, prepare daily inspection reports that will be filed within one day following the inspection of any work performed. In addition, our team will prepare regular weekly and monthly reports to describe the progress and conditions of the project.
- If required, monitor the a LEED training, point tracking, specifications compliance, and submission to the USGBC when applicable.

Post-construction phase services:

- Determine substantial completion and issue project punch lists.
- Coordinate and witness all equipment start-up and testing for functional operation.
- Coordinate and schedule training with owner's maintenance staff and representatives.
- Coordinate all final inspections and receipt of occupancy permits.
- Procure all warranty documents.
- Review contractors' as-built record drawings.
- Submit all project financial and closeout documentation.
- Coordinate follow-up warranty inspection(s), which will include a list of any warranty issues found during the inspection process.

Correspondence, Reports and Other Forms of Communication RFP SOW 3.1

Our team will establish recommended protocols for creating and issuing daily, weekly, and monthly reports to the City and the general contractor. Maintaining effective communication will be essential to the DDL/NCC's success, and the following tools and methodology will be implemented on a consistent basis:

- ***Daily Reports***: Field management staff will generate daily reports with a minimum of the following information identified:
  - Description of work performed and major quantities installed
  - Key project developments or milestones completed
  - Photo documentation of progress and work in place construction
  - Equipment at the site, material deliveries or shortages, and manpower
  - Issue resolution
  - Safety issues
- ***Monthly Executive Progress Reports***: This report is typically circulated to a wide audience, many of whom do not have day-to-day contact with the program. It is also intended to summarize progress and trends so that even day-to-day management can step back on a regular basis and assess where the program is going from a more global perspective. Monthly reports typically include:
  - Executive summary including construction milestones, look-ahead schedule, and photos of progress made during the month
  - Detailed schedule analysis
  - Detailed budget and expenditures report
  - Project open issues and resolution status
  - Environmental mitigation measures report
  - Project design information including LEED status
  - Project control documents summary

Reports are available both in hard copy and electronically on the program website. In addition, an online project management system (e-Builder) will be implemented (pending approval by the City) to provide real-time status

updates such as recent meeting minutes, outstanding RFIs, submittal status, and budget status without having to wait for formal reports.

Site Conditions and Progress Documentation RFP SOW 4.1

Field Engineering Investigations, Assessments, and Reports

Our team will conduct site investigation immediately following contract award. We will utilize both video and photographs to assess and verify existing site conditions and provide the City and design partners with documentation that confirms and/or depicts differing conditions. This is critical in validating the condition of existing M/E/P infrastructure and, more importantly, to provide input to our design team with recommendations to replace and incorporate aging equipment within the design as part of the original scope of work in lieu of addressing these types of changes during the construction phase.

Meetings RFP SOW 5.1

Our team will organize and lead project kick-off meetings to establish proper project expectations and to create working relationships with the designer, engineers, contractor, major vendors/subcontractors, the City, stakeholders, and agency staff. These meetings will also serve as the catalyst for the creation and review of design and construction work plans, safety expectations, traffic management plans, stormwater pollution prevention plans (SWPPP), and various procedures. We will prepare an agenda listing the most important items during a particular phase, such as regulatory agency, peer review/design, bid strategy and award, construction, and post-construction.

Project Meetings:

- ***Weekly Project Team Meetings***: Our team will convene and chair weekly design and construction meetings, including at a minimum representatives of the City, general contractor, design team, and any other stakeholders required to participate. These meetings will cover general status, cost and schedule status, design and construction issues, status of open issues from the issue/action log, pending changes, and any other critical issues.
- ***Phase-Specific Meetings***: We will plan and convene other regular meetings that will occur during specific phases of the project when a particular subject requires either more attention or a different group of attendees (e.g., commissioning or move-in). If necessary and requested, we can bring in specialists to provide specific expertise for these types of meetings.
- ***Special and/or Workshop Meetings***: Occasionally, special meetings may be required for issues that impact operational changes or major issues, such as responding to mid-project regulatory changes or force-majeure events. The meetings may be one-time events, or may go on for a period of time. We will convene and chair these meetings, track issue resolution, and issue meeting minutes similar to other meetings.

Meeting Agendas

The originator of a meeting is responsible for preparing a written agenda for all meetings. The agenda will be issued to meeting participants in advance. This allows all attendees to prepare properly for the meeting and to request modifications to the agenda if required.

Meeting Minutes

All meetings are documented via meeting minutes. Issuing of meeting minutes is the responsibility of the meeting initiator. Such minutes are an essential tool to open communication between all parties that systematically record, identify, and define project goals and responsibilities. Proper meeting minutes will record the meeting number, date of meeting, participants, distribution list, all documents that are exchanged in the meeting, specific weekly discussed items (i.e., 3-week look-ahead-schedule, RFIs, change orders, etc...), informational items discussed during meeting, past action items, past resolved items, and new action items. Meeting minutes will record all activities throughout the project and will live as an organic document that will provide clarity to the goals of the project to keep the project progressing as required. Meeting minutes will be distributed no later than 48 hours after the meeting so all recorded data is accurate. All parties will have a chance to review such meeting minutes and make revisions as needed in the time allotted for changes. Once meeting minutes

have been finalized and posted, they will become a legal document that can be referenced by all team members.

Community/Public Outreach

Following contract award, STV will participate in a client kick-off meeting to review the work plan; discuss the approach, goals, and objectives; and confirm expectations and key milestone dates. As part of this meeting, the proposed outreach tasks will be discussed, and our team will develop a community/public outreach program that is designed to make the community an integral part of the project. The goal of the program will be to initiate communications during the pre-construction process, continuing throughout the duration of the construction phase. Work zone public information and outreach strategies will be used to communicate with the general public, area residences, schools, businesses, and other related stakeholders regarding:

- Project information
- Varying site conditions in the work zone area
- Safety and mobility aspects of the work zone area
- Project phasing
- Site logistics
- Schedule milestones
- Potential impacts to the neighboring community

Our team will use the following effective communication tools:

Informational Meetings: These meetings can be held in association with regularly scheduled meetings to keep the general public, local business owners, and City staff apprised of construction phasing and progress. Graphics, presentations, and printed information are used to communicate project status and updates.

Press Releases and Notices: We will maintain an established process of communicating via press releases with the local media regarding any upcoming delays in traffic or impacts to neighborhoods and local businesses. This process will be closely coordinated with the City prior to each release, and the information will also be posted on the City's website, if required. These notices will be sent to an established database that is regularly updated so as not to overlook any area businesses, residents, or associated government agencies affected by the construction program.

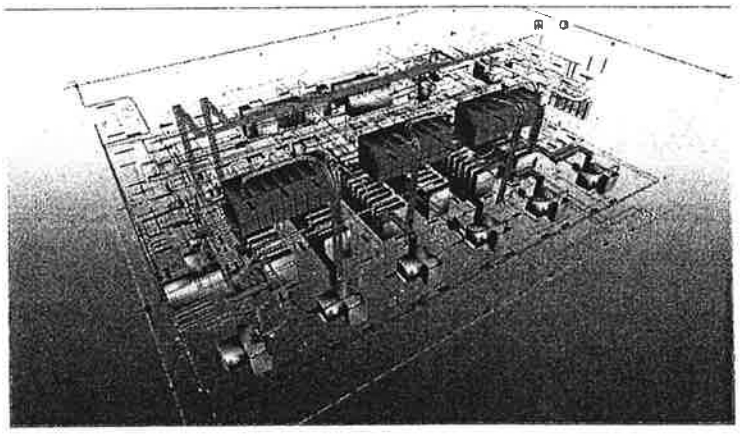
Social Media: We will incorporate the latest technology into public outreach, such as Facebook and Twitter. If the City elects to establish a database of individuals who sign up through an established website, our team will maintain that database and use it to create and develop accounts on the City's behalf for communications. Members will regularly receive announcements and will have an opportunity to respond or comment throughout the process. Respondents should expect a reply within 24 hours.

Shop Drawing and Submittal Review RFP SOW 6.1

Project Shop Drawings

We will utilize the management information system e-Builder, which can create a submittal log/register for any given project in construction. Our staff will receive and review from the contractor all shop drawings, product data, samples, and other submittals, and will coordinate them with information contained in related documents.

In collaboration with the City, we will establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples, and other submittals. We will work with the contractor to develop the submittal schedule (as required by the contract documents) and invite the architect and associated team to review submittal dates for proper review time and to avoid revisions and re-submittals. By tracking submittals, our team



WHY IT MATTERS - PROJECT MANAGEMENT INFORMATION SYSTEM

STV utilizes e-Builder as its preferred Project Management Information System (PMIS), and our proposed team has additional expertise in other comparable systems if the City should currently work within an established system or reserve a preferred platform.

can expedite turnaround time and quickly determine if a project is showing early signs of schedule slip.

Project Submittals

Our team will maintain a submittal log to record and track all submittals. In conjunction with the City's contractor, we will develop an initial list of required submittals and establish the submittal format and number of copies required for each submittal item based on the contract documents. Our team will define the procedures and coordinate the processing, review, and return of all submittals to the contractor. We will monitor the dates that submittals are made against the contractor's performance in the review and return of documents that include, but are not limited to, shop drawings, working drawings, material samples, and equipment catalog cuts.

Our team will expedite the flow of drawings and materials through the approval process. We will maintain a current set of approved submittals at the job site. The submittal status will be a regular agenda item at the weekly construction progress meetings. The delay of a submittal will be identified as a potential risk, and the contractor will be alerted as to the potential impact it could have on the project. We will also recommend ways to resolve any delays or mitigate their impact.

Plan and Specification Interpretation and Control RFP SOW 7.1

RFIs

We will consult with the architect/designer if the contractor requests interpretations of the meaning and intent of drawings and specifications, and we will assist in the resolution of questions. Our team will maintain an RFI (also known as Request for Clarification) tracking system that analyzes the cost and schedule implications for the RFIs and coordinates all requests for survey information. Our close communication with the City will help avoid potential delays. This will all be tracked in e-Builder to provide complete transparency in a collaborative, web-based environment.

Change Control

Our team recognizes the importance of an effective, systematic process for managing change throughout the life cycle of the project. Once a project baseline WBS, scope, cost, and schedule have been established, the most important task in project management will be to manage change. Effective change management consists of the evaluation, coordination, and approval/disapproval of change in the configuration of a component system or process after its baseline has been defined. Our team will develop a Continuous Management Plan (CMP) that will allow the City to have a firm grasp of the project's real-time status.

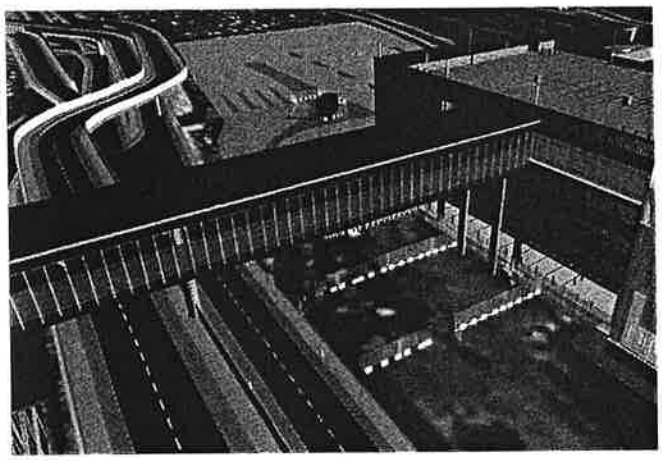
The CMP will act as a "bible" for our team as well as for the City's Project Manager to clearly communicate a standardized routine process for managing change, defining staff responsibilities, and enabling an effective QA/QC review of the entire process. The CMP will include a detailed baseline management and change management procedure that will include a step-by-step process for managing contract changes, generally in the following phases:

- Notice of change and an initial determination of the merit of the change.
- Development of a formal request for change with appropriate change scope, cost, and schedule impact analysis.
- Assignment of change ID numbers and maintenance of change control log.
- Interim change review and approval process.
- Change negotiation process.
- Change implementation process.
- Assistance in executing the change order.

The CMP will provide for a Change Control Board (CCB) process in which all major changes to the baseline DDL/NCC project's design will be subject to the unanimous approval by the CCB membership (such as appropriate City staff associated with planning, engineering, project management, and financial management). CCB approval should be reserved for the most significant scope changes to design, whether for reducing or adding initial construction or life cycle cost (LCC) to a project. All CCB decisions are based on thorough documentation of design, cost, and risk impacts, as prepared by the design and the City's project management team.

Our team, if permitted by the City, will use e-Builder as our integrated project management platform, to manage the change control process. The e-Builder provides a complete

change management workflow processing center that captures and tracks each change, from the initial change request phase to final approval. It facilitates an effective process to track and route supporting documentation using standard "ball-in-court" and date-driven approvals and custom workflow in which parties are required to review and approve/disapprove prior to implementation. The program is effective for enabling analysis of financial and schedule impacts a change may have at any stage in the negotiation process.



Construction Management Administration and Special Staffing RFP SOW 8.1

Pre-construction phase services:

- Constructability, bidability, and peer reviews.
- Design document reviews for economy and efficiency of design and construction operations.
- Construction impact on operations evaluation and minimization.
- Site logistics review.
- Final design document review so that requirements are clearly defined and add/deduct alternates are delineated accurately for the City's review and approval.
- Construction cost estimating.
- Value engineering.
- Project scheduling – review and progress analytic (earned vs. actual duration).
- Long-lead item procurement evaluation.
- Meeting attendance with the City and all regulatory state agencies to make sure approvals are obtained efficiently.
- Correspondence maintenance and/or any other communication files as required to advance the project.
- Reviews that address coordination, cost impact on agency operations, division of the work for bidding purposes, time of performance, compliance with the required scope of services, and compliance with the City's comments.
- Assistance during the bidding process, including coordination with the selected design team, prebid conferences, responses to bidder's questions, issuance of addenda, and bidder evaluation and recommendations to the City.

Construction phase services:

- Assist in obtaining all necessary permits, certificates, licenses,and/or approvals, and advise the City that work does not proceed without these documents.
- Review preliminary construction schedules with the selected contractor, develop start-up construction schedules, and verify compliance with progress scheduling requirements.
- Provide technical supervision and coordination of the work until final completion and acceptance by the City, verifying that the materials furnished and work performed are in accordance with the plans, drawings, specifications, and approved contractor submittals.
- Prevent installation of work or furnishing of materials or equipment that has not been properly approved or otherwise fails to conform to the plans, drawings, specifications, and construction documents.
- Verify that all inspection, quality control tests, or any other tests required by law, rule, or regulation, or by the construction documents, are performed satisfactorily and on time, including off-site inspections and controlled on-site inspections. Make sure that soils compaction testing; welding; concrete testing; and masonry, structural, or reinforcing steel inspections are procured as specified and scheduled, and that final reports are obtained and this information is conveyed back to the contractor.
- Conduct job meetings with contractors, consultants, and stakeholders to discuss procedures, performance, progress, problems, and scheduling; minutes of such meetings will be distributed to all attendees in a format authorized by the City.
- Provide monthly progress reports.
- Prepare RFPs and cost estimates, negotiate proposals for work to be performed on a change order basis, and recommend approval to the City's project management staff.
- Maintain accurate, orderly, and detailed files, as well as written records and documents concerning the project during all stages of planning, design, and construction, including project correspondence, meeting minutes

of job conferences, progress reports, shop drawings and other submissions, contract documents, addenda, as-built record drawings, and all other project-related documents. Provide all records, documents, and information regarding the project upon completion of the work.

- Maintain a daily production report describing all of the activities that occurred on the site, including the number of workers identified by trade, contractors employed at the site by each contractor, the number of hours worked, material deliveries, labor difficulties, weather conditions, visits by officials, testing that has occurred, decisions reached, action items to be resolved, and any other observations pertinent to the work.
- Maintain accurate, orderly, and detailed cost accounting records with respect to all work to be performed, including RFPs, scope of work development, cost control spreadsheet, and change order summary log.
- Make sure that all temporary facilities and utilities are provided as necessary for the performance of the work.
- Review the safety program developed by the contractor and coordinate safety programs for the project. Contractor deviance from the safety programs will be reported to the City immediately, and precautions will be taken to minimize the risk of injury to persons and damage to property from the work.
- Review and address, as appropriate, RFIs, extensions of time, change order requests, and disputes from the contractor.
- Implement a Quality Management and Inspection Program that will make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the program and completion of work, along with the standards of quality to be applied, will be clearly defined.
- As needed, prepare daily inspection reports that will be filed within one day following the inspection of any work performed. In addition, our team will prepare regular weekly and monthly reports to describe the progress and conditions of the project.
- If required, monitor the architect's LEED training, point tracking, specifications compliance, and submission to the USGBC when applicable.

Post-construction phase services:

- Perform closeout responsibilities
- Determine substantial completion and issue project punch lists.
- Coordinate and witness all equipment start-up and testing for functional operation.
- Coordinate and schedule training with owner's maintenance staff and representatives.
- Coordinate all final inspections and receipt of occupancy permits.
- Procure all warranty documents.
- Review contractors' as-built record drawings.
- Submit all project financial and closeout documentation.
- Coordinate a 9-month warranty inspection, which will include a list of any warranty issues found during the inspection process.

Labor compliance will be monitored through our subconsultant, ***The Solis Group***. The firm offers established, effective working relationships with local contractors, labor unions, union-affiliated contract compliance representatives, business agents, and field representatives; a proven, balanced, practical approach to administering and enforcing labor compliance programs; extensive experience with the DIR, Office of the California Labor Commissioner, and labor-management cooperation committees, such as the Center for Contract Compliance (CCC); and ongoing relationships with other regulatory agencies such as the Division of Apprenticeship Standards and Labor Wage and Hour Division.

Project Schedule Updates and Progress Payment Applications RFP SOW 9.1

Project Schedule Updates

STV uses a variety of scheduling tools (Primavera P6, Sure Trak, and Microsoft Project) to document every element of the project. Our master project schedule includes the design team deliverables, key owner decision milestones, permitting, contractor procurement, and other activities

that will be tracked and monitored throughout the life cycle of the project. Once activity commences in the field, we will work with the selected contractor in managing the construction schedule, which will link all of the critical path activities and identify all major milestones, long-lead items, commissioning, systems start-up, and move in dates.

The master CPM schedule will serve as the contract baseline by which the general contractor's progress will be measured and tracked. Actual progress and resource usage will be continuously reviewed, monitored, and recorded against planned logic, sequencing, and quantities installed to identify deviations from the approved plan so that we can recommend immediate corrective action if required. Detailed schedules will be developed by the contractor using prescribed software in the specifications—such as Primavera Project Planner (P6). The schedule will show the sequence and interdependency of all the project activities, including non-construction (drawing approvals, procurement, etc.), and design and construction activities.

Progress Payment Applications

Our team will also confirm and validate monthly construction progress and work with our assigned project inspector to determine the actual percentage of work completed for each month. This will allow our team to review the contractor's monthly progress invoices and determine whether percentages as submitted are in line with the actual progress of work completed for that particular month's invoice or if revisions will be required. Our team will recommend to the City our concurrence of the progress as shown in the monthly invoice and process the invoice for approval signature(s).

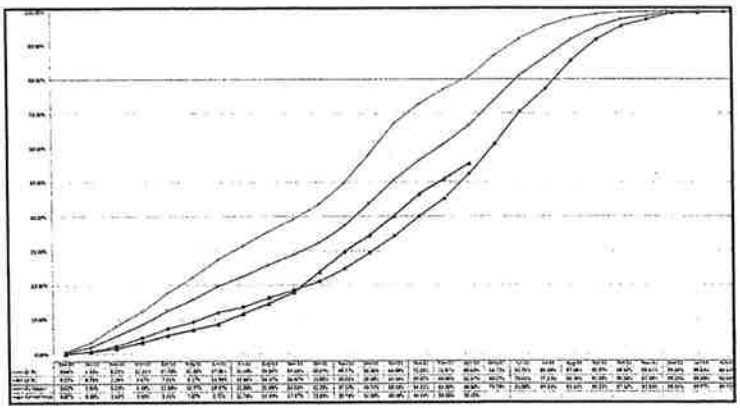
Earned Value Management

Earned Value Analysis (EVA) is an industry standard method of measuring a project's progress at any given point in time, forecasting its completion date and final cost, and analyzing variances in the schedule and budget as the project proceeds. It compares the planned amount of work with what has actually been completed to determine if the cost, schedule, and work accomplished are progressing in accordance with the plan. As work is completed, it is considered "earned." Three measurements are used in the EVA:

- The actual cost of work performed.
- The budget cost of work performed.
- The budget cost of work scheduled.

STV has the proven cost engineering expertise and the necessary EVM software programs—such as Microsoft Project, Saga Timberline, and e-Builder, as used in conjunction with the Primavera P6 Project Planning, Management, and Control System—to effectively manage client contractors and consultants.

Earned Value Analysis



Upon completion of a project's cost estimate, our estimators and cost engineers will match the City's ability to fund project expenditures and develop an EVM cash flow projection to provide a clear picture of how and over what period of time the estimated cost will be spent. When the cash flow projection is accepted at project approval, it will become the baseline for cost tracking comparison during the project execution. A properly developed cash flow projection is one of the key elements contributing to a healthy project management program.

Once the project is underway, our team will implement the EVM tools necessary to assist our Project Manager in assessing project performance at any point in time. During the construction phase of the contract, our cost engineers will work with our on-site inspectors to compare actual work accomplished with contractor invoices.

EVM analysis tools provide an overview of the project's key cost performance indicators for analyzing the performance of each cost code and the project's cash flow to compare the project's performance to the estimated project cash flow. This information provides input to the project's EVA calculations that provide cost/schedule performance information for comparing the project's budget cost of work scheduled, budget cost of work performed, and the actual cost of work performed. These EVM tools and data are required to comprehensively manage the cost and performance of the DDL/NCC project.

Change Control Management RFP SOW 10.1

Budget and Cost Control

Successful budget establishment and cost control begins up front during the planning/pre-construction phases so the scope for DDL/NCC project is inclusive of all costs, based on

sound cost estimate data forecasted from the onset of pre-construction through construction and closeout. A project can go smoothly but can still go over budget if elements of the baseline budget are not included or not carefully developed in the beginning. In developing the baseline budget, we will rely extensively on the expertise of the entire project team and the City's staff to verify all bases are covered and everyone feels comfortable that the budget is adequate to complete the project scope as planned. We will work with the City's Project Manager and other staff to verify that the budget and cost control system is comprehensive, risk-appropriate, and capable of reporting the information needed to keep the project on budget.

The baseline budget will incorporate a coding structure that will enable us to keep track of different funding sources, as required. We will also budget "object codes" with schedule activities to facilitate the development of cash flow curves to help plan for and monitor cash needs to optimize the financial performance of the DDL/NCC project. Once the baseline budget is developed and approved, we will track original budgets, budget changes, cost commitments, potential changes, expenditures, forecasts, and variances both planned vs. actual. Contract documents such as change orders, RFIs, and proposed change orders will be produced, which will also keep track of forecast changes and potential demands on contingency funds. All of this information will be available to our project team and the City online, so real-time cost information is available.

Change Management

Our team will review and be intimately familiar with the contract requirements and scope of work to manage what is entitled and what is not. We will always refer back to the contract to mitigate potential claims that arise from requested changes. Scope, schedule, and budget always go hand in hand, and the ability to control scope and changes will be a critical factor to completing the project on time and within budget. A well-implemented change control process considers the impact on both cost and schedule for each change in scope.

The STV team will apply proven "change order management techniques" to minimize costs and schedule impacts associated with changes in scope. All changes in scope will be thoroughly investigated and substantiated prior to being recommended for acceptance and implementation.

And lastly, our team will make sure that all changes in scope will be thoroughly investigated and substantiated prior to being recommended for acceptance and implementation. Key stages within this process include:

- ***Finding of Fact (FOF)***: The FOF provides information to the basis, analysis, and reasoning of a change order. Our team will evaluate the reasons for the change in scope and whether a change order is justified.
- ***Discretionary or Non-Discretionary Determination***: The key distinction between a discretionary and non-discretionary change in scope is a vital step to determining whether or not the change is implemented. A discretionary change is one in which the project can do without and still meet design criteria and other requirements. A non-discretionary change is one that must be performed to meet project objectives.
- ***Development of Alternatives***: Our team will evaluate cost- and time-saving alternatives to the changed work scope. These alternatives will be developed and presented to the City's Project Manager for review and approval.
- ***Potential Change Order***: A potential change order will be prepared that includes the new additive and or deductive scope.
- ***Cost Estimates and Schedule Analysis***: An independent cost estimate and schedule analysis will be performed on the changed work scope as well as the alternatives to be considered.
- ***Request for Quote***: In parallel with our team's evaluation, a request for quote will be issued for the item of work to be performed. All estimates obtained from the contractor will require full detail of supporting costs and report of any schedule impacts.
- ***Pre-negotiation Position***: Through comparison of the contractor's cost and time estimates to those prepared by our team, a pre-negotiation position will be developed, and maximum cost/schedule negotiation amounts will be obtained through discussion with the City.

- ***Negotiation of Change Order***: A formal negotiation process will be instituted to scrutinize and come to an agreement on a change order costs with the contractor.
- ***Approval of Change Order***: Once changed work is identified and justified, issuance of a change order will be expedited. Plans and specifications for the changed work will be included in the change order document.
- ***Monitor Change Order***: Change order work, especially time and materials based, will be monitored closely in the field, with full and accurate documentation of labor, equipment, and materials. This is critical in the event that any disputes arise.

Total Project Cost Estimate (TPCE)

Our team will provide cost estimating, cost estimating review/oversight, and cost control services for all phases of the project, from concept/budget level design to completion of construction, encompassing a full range of disciplines. Our in-house estimators are experienced in all disciplines and have hands-on knowledge of current methodology and practices. We use computer-based systems to develop parametric budget estimates as well as "bottom up" Engineer's Estimates that include costs by component (labor-crew based, equipment, and material); by any level of the project WBS; and by area, phase, or individual building component. Cost components are also identified using Construction Specification Institute (SCI), Uniformat (Elemental), or unique cost modeling as required by various owners.

Our estimators will use Timberline estimating software. Timberline is particularly suited for interface with BIM 5-D integration. As a part of our focused approach and integrated philosophy, we will prepare estimates that can be presented in any format that the City chooses to adopt. In addition to capital construction contractor costs (direct trade costs, general requirements, contractor overhead and profit, contractor bonds/insurance, escalation to the mid-point of construction, etc.), we establish, monitor, and regularly report all the related project soft costs, including: Design Development Allowances (DDA), Construction Contingency Allowances (CCA) for additional work/change orders, special allowances for hazardous material abatement, planning and design fees, construction management and administration fees, the City's project management and administration costs (as provided), optional Owner Controlled Insurance Plan (OCIP) premiums, utility costs, property acquisition costs, financial expenses, and a project's overall contingency.

Project Cost Estimate Review

The scope of work will be carefully reviewed, a defined schedule of completion will be established, and a detailed work plan will be developed and implemented (including a lessons learned review). The complexity of the estimate will determine the required level of effort in terms of actual man-hours and upon completion, a quality control review will be conducted, and the estimate will be delivered to our Project Manager for final distribution to the project team. The estimate, as well as project-specific estimates, will roll-up into the integrated program platform, where it will be web accessible.

Claims Management RFP SOW 11.1

STV will strive to minimize or avoid claims by gaining the commitment of all parties involved to collaborate closely and communicate regularly throughout the project. Our typical approach to claims resolution relies on the participation of our multi-disciplined staff of engineers, architects, estimators, and scheduling specialists. For this project, we will also utilize Jacobs McMillen and Associates to provide claims mitigation support services. Such a range of expertise is essential to analyzing the often complex liability, causation, and damage components of a claim.

Our team's claims expertise includes preparation of cost estimates in sufficient detail to allow reasonable negotiations to take place with the contractor for added scope beyond what was indicated in the base contract documents with impact (delay) costs separately identified where necessary. Through review and analysis of supporting financial documentation, our team will then ascertain whether the dollar amounts claimed are reasonable in nature and amount, properly allocable, and in accordance with sound and generally accepted cost accounting principles and practices. Our team will draw upon our collective knowledge and experience and make sure that we minimize any chance of duplication in our review and

that the costs as presented by the contractor are in line with our team's own independent and unbiased estimates.

Quality Assurance RPF SOW 12.1

Our team will function as the City's "eyes" in the field and will coordinate and facilitate construction required services with our designated project inspector. STV maintains a company-wide Quality Management System (QMS) conforming to ISO 9001:2008 Quality System Standards. Central to our QMS are independent audits and a corporate Quality Manual, which defines our quality policy and how we manage, control, document, and improve our quality processes through the project life cycle.

A major element of our Quality Manual is a series of standard procedures that guide project execution from start to finish. These procedures are stored on our company Intranet and available to all employees.

In addition, a project-specific quality plan (PQP) is prepared for each project, which establishes and describes the interactions between the processes of the quality system and identifies the personnel responsible. A Quality Manager is designated and reports directly to the Project Executive. The PQP describes the quality methods related to, at a minimum, the following:

- Document control as it applies to all quality-related documentation of a magnitude that control of such documents is necessary for compliance with contractual requirements.
- Process control, the planning and development of which takes into account: quality objectives and requirements; the need to establish processes; required verification, monitoring, inspection, testing, and acceptance criteria; records needed to provide evidence of conformity to requirements; and client communication.
- Inspection and testing to describe the procedures for planning, implementing, and controlling inspections and test activities necessary to verify field conformance to design/construction and installation criteria required per approved contract documents.
- Non-conformance, preventive action, and corrective action to describe the processes used to identify, analyze, and control non-conformance, as well as to implement corrective actions designed to prevent recurrence of such non-conformance.

Quality is dependent upon a clear understanding and examination of project requirements.

Subsequently, a Project Manual is prepared for each project that addresses how the higher-tiered directives of the PQP will be implemented in the field. The Project Manual includes:

- Pre-construction elements such as project contacts, scope of services, contract summary form, permitting and codes, etc.
- QA/QC elements such as project organization chart, management decision/review flow chart, document control and distribution, retention of project records, etc.
- Construction elements such as roles and responsibilities, daily/weekly/monthly reporting, safety/emergency/facility communications, schedule, budget, change order control, noncompliant work, etc.
- Commissioning (if applicable)
- Project Closeout as established within the contract documents for substantial/final completion, punch list management, as-builts, O&M Manuals, warranties, etc.

Geotechnical Engineering and Material Testing Services RFP SOW 13.1

Our team will be responsible for making sure that testing and inspections are performed in accordance with approved contract documents including plans, specs, procedures, applicable codes, standards, and the testing and inspection sheet/list. We will monitor the contractor's Construction Quality Control (CQC) plans and coordinate/facilitate inspection of all general contractor subcontractors' work for compliance with the Quality Management Program.

Our team will be the primary liaison with the contractor's team for identifying corrective actions and for administering open items resolution. Our designated project inspector will conduct inspections, perform and witness tests, and monitor subcontractors' activities related to quality in all areas including, but not necessarily limited to civil, structural, architectural, mechanical, plumbing, fire protection, and electrical. Inspections will be performed in accordance with the approved, most current plans, drawings, specifications, and referenced codes and standards.

During construction, our project inspector observation will be followed by a same day summary field report outlining observations relative to the progress and quality of the work. The field report will be forwarded to the contractor's quality manager with copies to our team onsite. It is the responsibility of the contractor's quality manager and our staff to make sure that all deficiencies and defects are corrected. The site observation personnel will verify

that deficiencies noted in the previous field reports have been corrected. Any outstanding issues will be discussed in the weekly quality management to further identify inspection requests, coordinate with the contractor team's superintendents for inspections, and correct defective work. Our team, along with the inspector, will immediately inform the contractor's quality control manager of any defects and deficiencies in the work.

Off-Site Source Inspections: During the course of the DDL/NCC project, certain items will require source inspections. Our team will review the specifications and determine the scope and extent of those items that will require source inspections. Source inspections required by code, such as for shop structural steel fabrication and welding, will be performed by the designated independent testing laboratory and associated personnel. The contractor's quality manager and superintendents will be responsible for coordinating with the appropriate suppliers and subcontractors to determine a schedule to provide for timely source inspections.

Requirements: During any construction operation or required source inspection, and in addition to performing inspections and tests as outlined by the appropriate inspection plan, the contractor's field staff will verify the following requirements are met prior to submitting an inspection request:

- The latest approved construction document drawings, submittals, and reviewed shops are being used for the construction, fabrication, or installation of the item being inspected and/or tested.
- The necessary equipment and materials are available for testing and inspection, are in good condition, and the equipment calibration is current.
- Personnel performing special inspections are qualified and/or certified to perform the specific assignment, where such qualification or certification is required per the approved contract documents.

Field Sign-off Inspection: To maintain quality assurance throughout the project, certain portions of the work will require completion inspection sign-off prior to final acceptance. These portions will be identified by the contractor's quality manager before completion, and will be mutually agreed with our onsite staff and signed off by our project inspector. This procedure is necessary for operations when the progress of the work will result in concealed conditions. An example of this is the pouring of concrete footings and/or slabs. Concrete slabs may contain embeds for various electrical conduits, duct openings, pipe sleeves, etc. This type of work requires inspection and sign-off prior to enclosing the work

Startup, Closeout, and Acceptance Services RFP SOW 14.1

Success on any project (complex or not) depends on the completeness of the entire system and the acceptance by all stakeholders involved. This means that we all work together towards a common goal. Final project inspection is the last opportunity to address deficiencies, discrepancies, and even to adjust and incorporate ideas that were generated during construction. Once contract work is completed, our team will coordinate and schedule final inspections for every aspect of the project. The final inspections will include members of the City, project-related personnel including our architects and engineers, as well as our inspection team. Throughout the final inspection and the course of the following days, our team will compile a comprehensive punch list with comments from all parties involved. Our team will notify the City in writing upon the completion of the original master punch list and will continue to update as specific items are completed and signed off for final acceptance.

Our inspection team will monitor the correction of punch list items until work is completed in accordance with the contract documents and to the satisfaction of the City. The maintenance of an updated punch list will keep all parties informed of outstanding and completed work. Final punch list reports will be generated with copies distributed to all project team members for accurate record documentation that all deficiencies were identified, the work was completed, and final corrections were signed-off by our Project Manager and project inspector.

Post Construction RFP SOW 15.1

Our team will prepare a detailed plan and schedule for the substantial and final completion, acceptance, and closeout of the construction contract, which will contain the following, but not be limited to:

- Assistance with implementation of commissioning program.
- Review of operations and maintenance manuals.
- Review of warranties and guarantees.
- Notice of substantial completion.
- Punch list management.
- Final inspection.
- Letter of acceptance.
- Notice of completion.

- Final progress payment report and retention release.
- Final payment checklist.
- Release and waiver of lien.

Our team will prepare a final payment checklist that will be completed prior to preparing the final progress and payment report. A release and waiver of lien will then be required prior to payment of the contract retention. This will document that there are no outstanding liens, claims, or stop notices filed against the City.

Following our team's notification to the City of the contractor's final completion, there will be a final inspection. We will transmit to the City the required guarantee affidavits, releases, bonds, waivers, keys, manuals, record drawings, and maintenance added stock. Our team will certify that all work was performed and completed in accordance with the plans and specifications and that the final payment estimates to the contractors are correct. We will also initiate a final progress payment report and retention release form. When completed, these will be sent to the City, thereby requesting issuance of the final progress payment or retention release. Finally, all project records and documents will be inventoried and turned over to the City in archive condition. A detailed index of these records will be prepared and submitted as well.

Project Record Drawings

During the course of the project, our team will work with the contractor team to maintain accurate sets of as-built drawings and specifications. Our team will recommend a monthly workshop with the entire contractor team to review the status of their ongoing as-builts so that the team is maintaining both accurate and timely record drawings. A status of this requirement will be part of the weekly team meetings so the contractor understands the importance of this task and the strict adherence to this requirement.

The record drawings will be turned over to the City at the conclusion of the DDL/NCC project. The contractor team will certify the drawings as "as-built" and the STV team will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the City. A marked-up set of field drawings will be consistently updated and kept on file during construction by our team. This record will be used to check required compliance of the contractor's as-built drawings. Our team's "field set" of drawings will be turned over to the City at the closeout of the project.

Extended Services (by separate fee request) RFP SOW 16.1

Peer Review of Architectural and Engineering Contract Documents

Drawing on years of hands-on construction experience as architects, engineers, and construction managers, and on our team's experience with comparable projects, our constructability reviews (CR) will approach the project from the builder's perspective. For each phase and package milestone, the team's constructability reviews will focus on:

- Constructability review of architectural, structural, M/E/P, civil, and special systems.
- Conformance with project guidelines and standards and other project requirements.
- Coordination with related designs/project elements.
- Internal consistency, clarity, and ease of understanding.
- Construction, phasing, sequencing, and scheduling.
- Cost-effectiveness.
- Omissions and/or discrepancies.
- Conformance to ADA requirements.

For each of these areas, the review will be led by our team and will focus not only on the design and construction process but the effect that changes to the documents can have on the reliability and maintainability of the DDL/NCC project. During the review, our team will have overall responsibility for making sure that issues raised are adequately evaluated among disciplines. For instance, modifying a construction detail may improve the constructability of an activity, but at a cost that is not acceptable from a budgetary perspective.

Constructability Review

Our constructability reviewers will look carefully at the extent of utility and operational impacts to make sure, for example, that limits of disturbance have been accurately determined and that enough lay down space or adequate physical room has been provided to build the DDL/NCC project. A key to avoiding claims during construction is to see that scope, specifications, special provisions, and sufficient quantities in the contract to achieve all work have been provided. Through project controls and the BIM Revit model, our team will emphasize establishing a realistic sequence of construction that gives the contractor room to work safely and complete significant portions of the work in each phase. Only after each reviewer has signed off on a QC verification form will project controls release the submission.

Our team will manage this assignment by emphasizing the following concepts:

- Clear, simple lines of communication and a single point of contact.
- A unified team with clearly defined roles, operating under the direction of our Project Manager.
- Appointment of skilled support professionals for strong and consistent project direction.
- A structure that permits flexibility in our team's responses to changing project demands, without losing sight of overall goals.
- In-house Quality Assurance reviews so that the team's work meets high standards of quality.

Issues Tracking System

Our team will use e-Builder to track all issues and comments raised during the constructability review phase. All issues will have a unique number and be logged in the "issues" database function of e-Builder. We will input the issue in e-Builder with appropriate coding to designate the issue/comment as civil, electrical, design, construction, or some other discipline so that all related issues can be sorted, categorized, and evaluated. All issues/comments will remain open until designated as implemented or closed.

Management of LEED Certification Process (if applicable)

STV is a member firm of the United States Green Building Council (USGBC) and supports sustainable design/LEED® goals. Our commitment to sustainable design begins with our approach as an integrated architectural/engineering team working together to develop designs that optimize opportunities for resilient, high-performance buildings and sites. With more than 145 LEED Accredited Professionals on staff, STV has been involved in more than 100 projects designed to LEED Silver, Gold, and Platinum certification standards. STV's in-house multidisciplinary engineering and architectural expertise allows us to coordinate architectural, structural, and M/E/P components to adhere to project scope and meet client schedules and budgets.

Alternative Bidding / Proposal Packages

Our team's overall experience within the public market sector and, more importantly, in Orange County provides us with an intimate knowledge to provide guidance during the pre-construction and design phases for the DDL/NCC project so that the design adheres to the City's established cost parameters. By doing so we avoid the possibility of public scrutiny, maintain schedule compliance, and avoid potential re-bidding of the project, which further necessitate design changes and/or possible de-scoping during the bidding/procurement phase. Considering the current market conditions in the area, our team's primary task would be to make sure that we reach out to our industry partners in the general contracting realm to promote awareness, participation, and ultimately make sure that the City receives the most competitive bid for the DDL/NCC project.

With that said, we recommend that the City consider bid alternate items equal to 10% of the anticipated construction cost that would account for specific add alternates that the City identifies as potential added scope. Inversely, our team would also have several key components identified in the event that scope deductions may be warranted as a result of bid overruns. And lastly, our team, through our discussions with the City, would also help identify any bid allowances pertaining to potential unforeseen items that we could have the prospective general contractors account for within their submitted proposals.

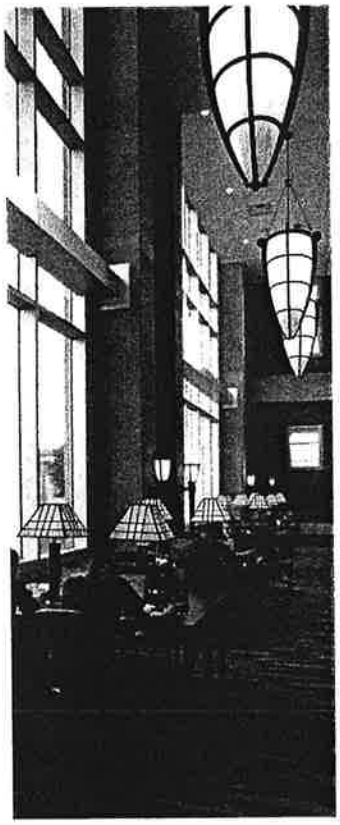
Life Cycle Cost Analyses

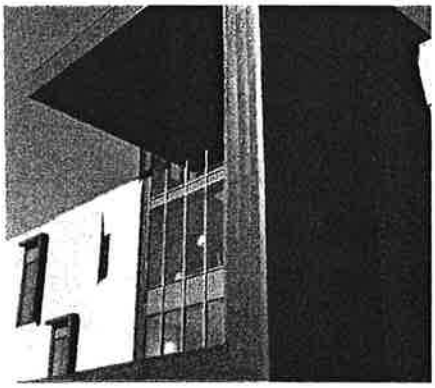
Our team will oversee the development of applicable and appropriate Life Cycle Cost (LLC) analyses conducted by the design team. A comprehensive, programmed building LCC analysis will not only provide the City with an assessment of the long-term cost of ownership but will serve as an important tool for financial management of the facilities over their useful life. The sum of all development, acquisition, and operational/maintenance user and disposal costs are compiled over a specified period of time. This will be integral to conducting best options analyses and value engineering discussions. Our team will also use LCC techniques when undertaking cost-effectiveness studies and cost-benefit analysis. This is particularly relevant in the current efforts by many of our public and private owners to reduce energy consumption, whereby LCC principles are required to equate annual energy costs against initial costs.

The systems that may be evaluated include:

- Heating, ventilation, and air conditioning equipment
- Roofing
- Lighting and electrical power
- Energy management
- Fire and life safety
- Site work, including all utilities
- Building exterior envelope and finishes

Project Team Organization





Project Team Organization

Why This Team

The team assembled for this project is our "A" team, and we expect these seasoned members will provide comprehensive construction management services focused on the needs of the community and the City of Costa Mesa. Our team members have the direct relevant expertise, capacity, and lessons learned to offer the City of Costa Mesa practical solutions for successful project completion.

Recognizing the development and construction of a new library and conversion of an existing facility to a new neighborhood community center will encompass two projects being executed sequentially, the team to assist in managing such an endeavor requires a substantial number of resources and a deep and diverse pool of talented professionals. The organization chart on the following page reinforces the depth and diverse resources the STV team is able to provide to the City of Costa Mesa. Brief professional resumes of our key staff can be found in the appendix.

Core Staff to Deliver this Project

James Adams, AIA - Project Manager

Mr. Adams offers more than 25 years of experience leading projects for libraries, public buildings, and commercial facilities. He applies sound leadership qualities with specific experience in program management, master planning, design management, and on-site construction management services. A results-oriented individual, Mr. Adams is capable of working with staff at all organizational levels, from consulting architects and engineers to government agencies and owners, to effectively manage complex and challenging projects.

Sam Yu, LEED®AP BD+C, CCM, DBIA - Principal-in-Charge

Mr. Yu offers more than 20 years of experience in the planning, design, and construction of major public works projects, as well as municipal facilities. He has held executive oversight of program management contracts and direct comprehensive services encompassing master planning, conditions and needs assessments, constructability review, project scheduling and budgeting, contractor bidding and award support, and construction management services. Mr. Yu is adept at coordinating effectively with clients, project architects and engineers, contractors, regulatory agencies, and community and user groups to meet quality, performance, schedule, and budget objectives. He previously oversaw a team of 25 full-time staff providing program- and project-level support services for the Los Angeles County Internal Services Department, including work for the public library system.

WHY IT MATTERS - LIBRARY PORTFOLIO

James Adams, our Project Manager, has worked in a similar capacity for the Oviatt Library as part of a $408 million of repair and upgrade program to the California State University campus in Northridge, CA.

Michael McAlpine, CCM - Project Executive

Mr. McAlpine is a seasoned project executive with more than 30 years of diverse construction and project management experience. His background in architecture and exposure to all facets of construction, from design intent through construction and client/contractor oversight, provide Mr. McAlpine with a unique and well-rounded approach to representing owners. He has managed the development of planned construction programs and multimillion-dollar projects, including the Pasadena Convention Center expansion. He also managed the $24 million reconstruction of the Oviatt Library at California State University, Northridge. His contracting systems strategies have resulted in cost and time savings to clients and incident-free program completion.

Project Team Organization

We bring the strength of a large national firm with our depth of resources and technical expertise in the construction of similar projects. Our highly qualified staff, augmented by our specialty subconsultant team members, offer all the personnel and technical resources required for this project.

Specialty Supconsultants

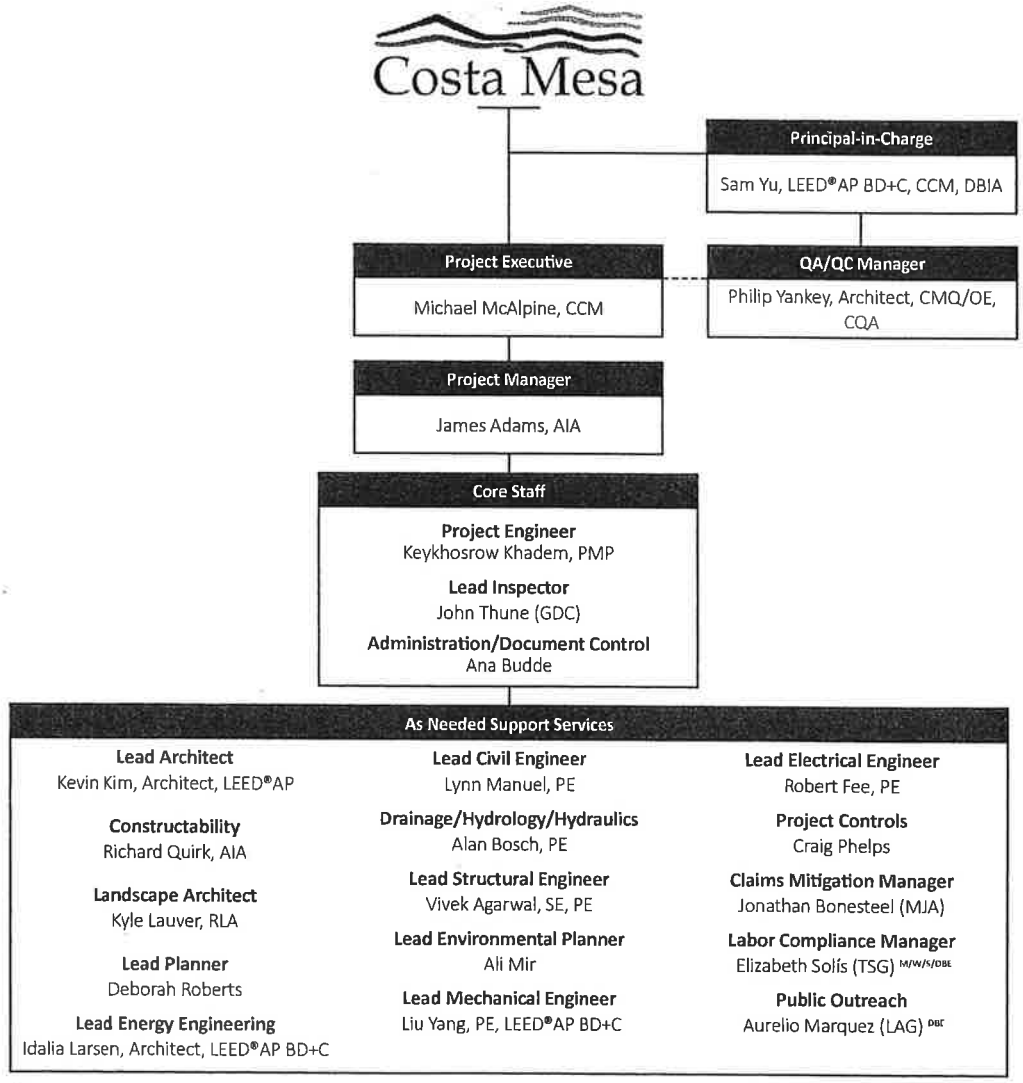
Group Delta Consultants, Inc. was established in 1986 and is a full-service engineering and materials testing firm providing geotechnical engineering, geology, environmental engineering, forensic services, seismic analysis, and materials testing and inspection. With approximately 110 employees, the firm has been providing services to cities, agencies, and public firms throughout Southern California for 30 years. Group Delta currently has seven offices and two certified laboratories in California.

Lee Andrews Group, Inc. (DBE) is a leading public affairs firm based in Southern California with experience with a variety of public outreach efforts. Lee Andrews' diverse

team of more than 30 skilled communications and technical professionals apply their knowledge and experience to provide clients, elected officials, and stakeholders with the information and guidance needed to achieve results and move projects forward to a successful conclusion.

McMillen Jacobs Associates brings practical, cost-effective, and innovative solutions to the construction dispute prevention and resolution process. The firm's professional staff consists of highly trained and experienced engineers, construction managers, and consultants who understand the technical as well as the legal aspects of construction. Founded in 1955, McMillen Jacobs Associates is a global leader in the prevention, mitigation, and resolution of claims and disputes. The firm encourages early and equitable resolution of disputes through its careful consideration of the contract requirements and contemporaneous project records. Notable projects include the California Public Library, Burlingame, CA, and the Green Library at Stanford University, Palo Alto, CA.

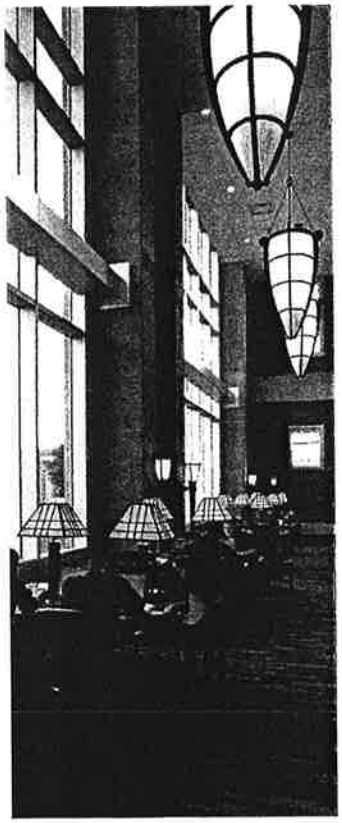
The Solís Group (M/W/S/DBE) has provided the highest level of labor compliance monitoring services on over $90 billion in construction projects over the past 23+ years. Their considerable experience includes providing services for municipalities, ports, transit agencies, and major public works entities such as Orange County Public Works.

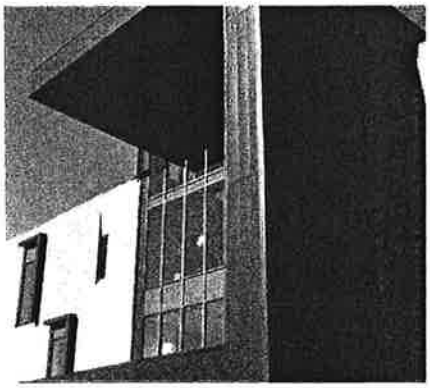


Key

GDC - Group Delta Consultants, Inc.
LAG - Lee Andrews Group, Inc. (DBE)
MJA - McMillen Jacobs Associates
TSG - The Solís Group (M/W/S/DBE)

Similar Project Portfolio





Similar Project Portfolio

STV and our team member firms have provided construction, project, and program management services for many notable projects relevant to the City of Costa Mesa. Following are highlights of our relevant projects, including participation by our proposed key personnel and team members. These demonstrate our team's competence in providing the services required to successfully complete this project. Please also refer to the photo gallery in our appendix, which includes STV's additional relevant experience as a full-service engineering, architectural, planning, environmental, and construction management services firm.

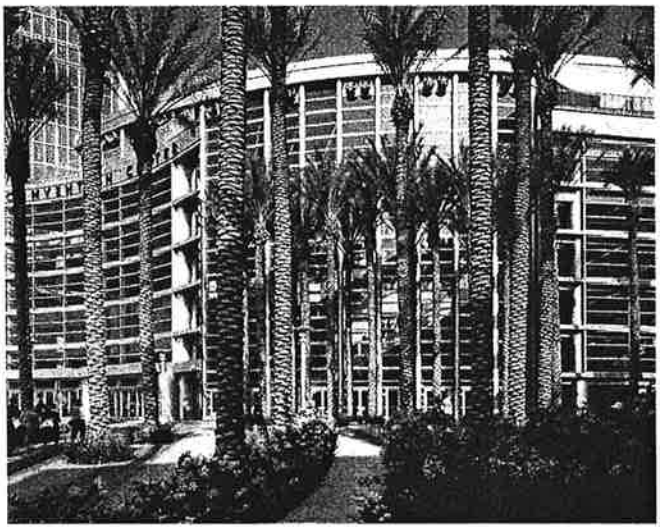
Convention Center Expansion

Since it opened in 1967, the Anaheim Convention Center has undergone six expansions to become the largest exhibition facility on the West Coast. An economic powerhouse for the City of Anaheim, CA, it boasts 160,000 sf of meeting and ballroom space and more than 810,000 sf of exhibit space.

To remain competitive as a convention destination, the city is embarking on an ambitious expansion project that includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, flexible multipurpose space. STV is serving as owner's representative and construction management consultant for the $163 million design-build project. Working closely with the city, the firm is responsible for managing all aspects of the project, including preconstruction, project controls, community outreach planning, construction phasing planning, inspections, and QA/QC.

STV's preconstruction services included coordinating and participating in a review of responses to the city's RFP, reviewing proposed schematic designs submitted by shortlisted design-build teams, and making recommendations for the contract award. The firm also established and maintained the e-Builder project management software and provided training workshops for project team members.

The expansion is located on the site of an existing 1,400-stall parking structure, which was demolished. The phased construction is being performed while the convention center is in operation. The new expansion area will be fenced off from the existing convention center, and attendees will be rerouted away from all construction activities.



CLIENT: City of Anaheim

KEY PERSONNEL: Sam Yu, Michael McAlpine, James Adams, Ana Budde, Robert Fee

WHY IT MATTERS

- Expansion includes meeting rooms and multipurpose space
- Established e-Builder project management software
- Phased construction while the convention center is in operation

Reference: Rudy Emami, Interim City Engineer, 714.765.5065

Completion Date: 2017

Value: $163 million; $8,672,349 Fee

Anaheim Regional Transportation Intermodal Center

With anticipated growth sparking increased rail passenger demand in Orange County, CA, it had become clear that the area needed an appropriate transit hub as part of a regional rail program. The new 68,000-sf Anaheim Regional Transportation Intermodal Center (ARTIC) functions as a regional intermodal gateway and mixed-use destination. Replacing a small local train station, the complex offers convenient travel via train, car, intercity bus, taxi, and local transit to facilitate transportation throughout Orange County, the Southern California region, and beyond. It also provides easy connections to the nearby Angel Stadium, Honda Center, and Disneyland, and space is reserved to accommodate the state's future high-speed rail service.

STV served as the Program Management Consultant, working as an extension of the City of Anaheim Department of Public Works (DPW) and in concert with the Orange County Transportation Authority (OCTA), other stakeholders, and independent consultants assigned to the $190 million project. Along with program management, the firm's scope of services also included construction management, which posed challenges owing to the need to maintain current rail, station, and facilities operations during construction.

ARTIC was developed on a prominent 16-acre site owned by the City of Anaheim and OCTA. Required infrastructure improvements will serve as a foundation for future project phases. These improvements involved site work and preparation for the entire property, including the demolition of existing structures and facilities.

STV's value engineering services returned approximately $7 million in savings from various design modifications, including changes to mechanical systems and the facility's structure, without jeopardizing the project design. As part of a change order that added to the firm's scope of responsibilities, STV was involved in validation of the designer's work and the project scheduling effort. To maintain efficiency throughout the design process, the firm enforced designer compliance with the strict project budget and schedule constraints.

STV's services also included facilitating transfer of the environmental work from OCTA to the City of Anaheim, as desired by the two entities.

CLIENT: City of Anaheim

KEY PERSONNEL: Michael McAlpine, James Adams, Philip Yankey, Ana Budde

WHY IT MATTERS

- Demolition of existing structures
- STV's value engineering services returned approximately $7 million in savings
- Developed an aggressive construction schedule to compress major work activities
- Certified LEED Platinum- poised to become a leading example of green architecture in Orange County and one of the most prominent in Southern California

To maintain rail, station, and facilities operations during construction, the firm coordinated with the Southern California Regional Rail Authority (SCRRA) to establish an 11 p.m. to 4 a.m. work schedule, which allowed uninterrupted pedestrian flow and Metrolink train service.

STV developed an aggressive construction schedule to compress major work activities, such as utilities relocations, road resurfacing, and sidewalk construction, into baseball's off-season between November 1 and March 31. During that time, work was phased to minimize impacts on local business owners and other stakeholders.

Reference: Rudy Emami, Interim City Engineer, 714.765.5065

Completion Date: 2015

Value: $190 million; $3,753,226 Fee

Shain Library Renovation

To keep up with evolving demands in education and access to with high-tech resources, Connecticut College embarked on an ambitious renovation of the aging Charles E. Shain Library. STV|DPM provided owner's project management services for this $8.2 million makeover that transformed the 41-year-old library into a state-of-the-art learning center with a collaborative atmosphere.

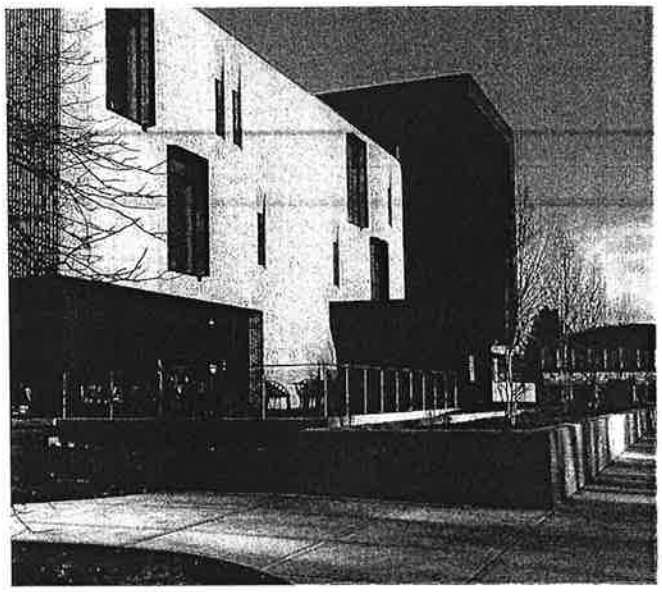
Renovations encompassed the complete interior demolition, installation of large sections of glass in the original concrete façades, and a 600-sf addition to the front entrance and front façade. Additional improvements included a new technology commons with a digital scholarship and curriculum center, new study spaces, and reading rooms. A 24-hour café and study area on the first floor was expanded, and a new plaza was constructed in front of the building. The firm was responsible for furniture, fixtures, and equipment (FF&E) procurement and coordination as well as relocation services.

Partnering and cooperation from all key members of the project team were crucial at every stage of the effort, from the design through construction phases. STV|DPM attended sessions at the very beginning of the design process to develop a mission statement featuring scope, safety, schedule, and budget goals. The team also worked with the client to develop precise cost estimates for each individual program component.

Initially, the library was scheduled to be closed from June 2014 to September 2015. Staff was allowed limited access to pull requested books that remained inside the facility. Other existing library services and study areas were relocated to various facilities on the campus. To assist the school community during the process, STV|DPM worked with the college's communications staff, faculty, and students to introduce all of the project's key members, including the architect, engineers, and the contractor.

The project team also developed an aggressive construction schedule, and worked diligently with all team members to phase sections of the work to take advantage of weather, construction techniques, and flexibility. As a result, the team exceeded the schedule requirements and the library opened more than five months ahead of schedule.

Once the library was completed, the team provided the logistics for FF&E installation. The renovated Shain Library includes a technology commons with a high-quality digital canvas called a "visualization wall;" advanced instructional technology tools for faculty; 10 collaboration rooms outfitted with whiteboard walls and LCD panels; new reading rooms, each holding 32 individual study spaces; and a café on the first floor with a 24-hour study space, a robust wireless network infrastructure, and electrical outlets near every seat.



CLIENT: Connecticut College

WHY IT MATTERS

- Library conversion into state-of-the-art learning center with collaborative atmosphere
- Completed five months ahead of original schedule
- 2015 Award of Merit in the New England Best Projects, Renovation/Restoration, from *Engineering News-Record*

Reference: Jim Norton, Director of Facilities, 860.439.2268

Completion Date: 2015

Value: $8.2 million; $315,527 Fee

Beatty Hall Library Renovation

Originally constructed in 1967, Beatty Hall at Wentworth Institute of Technology (WIT) serves as a central hub for the student body, faculty, visiting academia, and the Boston community. The library located on second floor/mezzanine level of Beatty Hall was renovated in 2012 and a new 36,000-sf campus center was also added, but the library portion of the facility still does not fully satisfy the spatial and learning needs of the library users. As such, WIT has retained STV/DPM to better address the needs of library users through an additional, multi-phased renovation.

Reference: Kevin Smith, Clerk of the Works, 617.989.4697

Completion Date: 2016

Value: $12 million; $346,000 Fee

CLIENT: Wentworth Institute of Technology

WHY IT MATTERS

- Multi-phased renovation to better address spatial and learning needs of the library users
- Space will be conducive to library learning, technology, and research

Boyden Library Renovation and Expansion

When the Boyden Library was built in 1967, the Town of Foxborough's population was 12,000 and there were 14,000 items in circulation. The town embarked on an $11.6 million renovation and expansion of the facility. STV was chosen to provide owner's project management (OPM) services, from the preconstruction through closeout phases, for this design-bid-build project, which is LEED® certified to the Silver level. As as the owner's representative, the STV team worked collaboratively with the project team and client and to overcome various challenges.

Part of STV's involvement was to ensure that the library staff had completely vacated the existing library and that they had disposed of all surplus FF&E. The library, at that point, operated at about 30% capacity and many of the books and volumes went into temporary storage until the new library was completed. It was important to verify that the owner moved out in a timely manner because this ensured that the contractor started on schedule.

Reference: Bill Yukna, Chairman of Foxborough Building Committee, 508.543.1665

Completion Date: 2013

Value: $11.4 million; $456,096 Fee

CLIENT: Town of Foxborough

WHY IT MATTERS

"As we near project completion I am happy to say that we have been extraordinarily pleased with STV's guidance throughout the project. STV's expertise, professionalism, and staff resources have served us well -- and the level of personal and professional commitment from project personnel has been outstanding. We at the Boyden Library are pleased to have had the opportunity to work with STV."

Jerry M. Cirillo, Library Director, Boyden Library

Subconsultant Experience

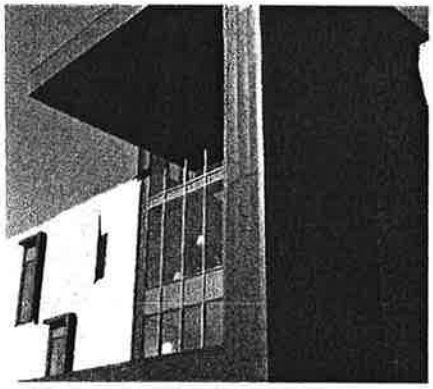
Group Delta Consultants, Inc. *Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA.* Group Delta provided geotechnical testing and inspection services during construction. The firm also performed a Phase II environmental site investigation within parcels designated as parking lots to assess for the presence of contaminants in representative soil and groundwater samples and to identify samples that contained concentrations of contaminants exceeding regulatory levels as a means of performing due diligence in the event the City of Anaheim decides to sell these properties in the future. Working with STV, Group Delta completed work on the project in 2014.

Lee Andrews Group, Inc. *Long Beach Civic Center/Plenary Edgemoor Civic Partners, Long Beach, CA.* Lee Andrews Group serves as part of the Plenary Edgemoor Civic Partners (PECP) joint venture, which was selected in late 2014 to design, build, operate, and maintain the new Civic Center for Long Beach as a Public Private Partnership. The Mayor and City Council of Long Beach insisted on a robust community outreach effort to solicit and incorporate residents' feedback. Working with the PECP team immediately upon project award, Lee Andrews Group coordinated community town halls in all nine City Council districts and meetings with dozens of neighborhood associations.

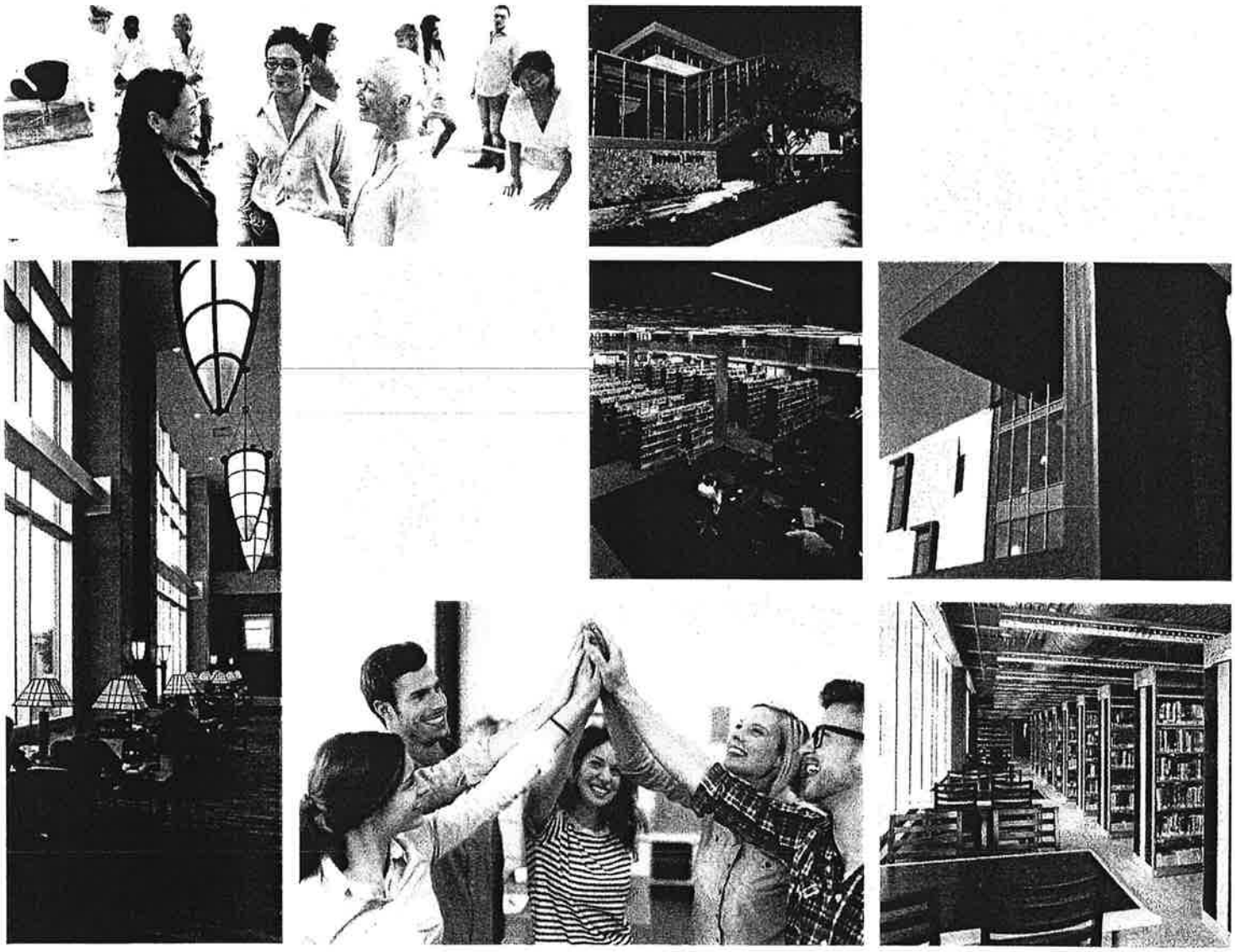
McMillen Jacobs Associate. *Brand Park Community Center, Los Angeles, CA.* In April 2007, the City of Los Angeles Department of Recreation and Parks awarded a construction contract to Tek-Up Construction, Inc. The Notice-To-Proceed was issued in July 2007, and the initial completion date was May 2008. The work was completed in April 2009, resulting in the project being almost one year late. Tek-Up claimed that it encountered a series of job problems that delayed the work and resulted in additional costs. Tek-Up claimed damages from various events. Although the City issued several agreed upon and unilaterial change orders for additional compensation and time extensions, Tek-Up nevertheless filed a lawsuit against the City of Los Angeles in February 2010, claiming about $1 million in damages and requesting almost 300 CDs of contract time extension. The City denied liability by asserting numerous affirmative defenses. McMillen Jacobs Associates evaluated project records and analyzed entitlement for each of the claims. The case was dismissed after Tek-up was assessed a significant sum resulting from labor violation claims.

The Solís Group. *Community Redevelopment Agency, Los Angeles, CA - Multiple Projects.* The Solís Group (TSG) provides contract compliance services to CRA-LA across multiple programs for a portfolio that currently consists of approximately 20 projects valued at $713 million. Compliance services include ensuring contractors are in compliance with prevailing wage provisions and educating them on program policies. TSG is responsible for tracking, organizing, and analyzing collected data and providing this information to the agency in a monthly progress report. TSG provides full labor compliance, PLA administration, and program management oversight for local hire. In addition, TSG receives reports from each of the contractor's jobs coordinators and compiles local hire reports based on submitted documents, CPRs, and a zip code delimited basis.

Proposed Project Schedule



Appendix



SAM YU, LEED®AP BD+C, CCM, DBIA

Principal-in-Charge

EDUCATION

BACHELOR OF ARCHITECTURE; UNIVERSITY OF SOUTHERN CALIFORNIA

PROFESSIONAL ACCREDITATION/TRAINING

CERTIFIED CONSTRUCTION MANAGER (CCM); CONSTRUCTION MANAGEMENT ASSOCIATION OF AMERICA (CMAA)

DESIGN BUILD INSTITUTE OF AMERICAN (DBIA) PROFESSIONAL; DBIA

OSHA 30-HOUR CONSTRUCTION HEALTH AND SAFETY

OSHA 510 OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY

CONSTRUCTION QUALITY CONTROL MANAGEMENT; DEPARTMENT OF THE NAVY, NAVAL ENGINEERING FACILITIES COMMAND (NAVFAC)

MEMBERSHIPS

CMAA

DBIA

ASIAN AMERICAN ARCHITECT/ENGINEERS ASSOCIATION (AAA/E)

U.S. GREEN BUILDING COUNCIL (USGBC)

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

Mr. Yu has more than 20 years of experience in the planning, design, and construction of major public works projects, as well as municipal, educational, transportation, and institutional facilities. He has held executive oversight of program management contracts and direct comprehensive services encompassing master planning, conditions and needs assessments, constructability review, project scheduling and budgeting, contractor bidding and award support, and construction management (CM) services. Mr. Yu is adept at coordinating effectively with clients, project architects and engineers, contractors, regulatory agencies, and community and user groups to meet quality, performance, schedule, and budget objectives.

Los Angeles County ISD CM Services - Principal-in-Charge

Oversaw a team of 25 full-time staff providing program- and project-level support services for the Los Angeles County Internal Services Department (ISD), working within its Facilities and Operations Services, Alterations & Improvements, County Office of Sustainability, and Energy Management divisions. Mr. Yu and his staff interfaced with ISD's Board of Supervisors, Board Executive Office, and Chief Executive Office, providing program and project management for county Public Library, Probation Department, Department of Health Services, Registrar-Recorder/County Clerk, Department of Mental Health, Department of Beaches and Harbors, Department of Public Social Services, Department of Animal Care and Control, and other facilities. Projects ranged in value from $100,000 to $25 million, utilizing job order contracts and design-bid-build delivery methods.

California DGS On-Call CM Services - Principal-in-Charge

Maintained executive oversight for a $3 million on-call CM support services contract with the California Department of General Services (DGS) Real Estate Services Division for projects in Southern California covering San Luis Obispo, Kern, San Bernardino, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego, and Imperial counties. Projects encompassed renovations and new construction for various state agencies, such as the Department of Motor Vehicles, Parks and Recreation, Department of Health Services, Department of Corrections, and Department of Veterans Affairs.

City of Los Angeles BOE Staff Augmentation - Principal-in-Charge

Coordinated on-call project control and support staff augmentation services for the Los Angeles Bureau of Engineering (BOE). Tasks included providing document control support.

LAUSD Central Region Elementary School No. 21 - Senior Project Manager

Oversaw CM services for a new 650-student elementary school in South Central Los Angeles. Facilities include two 2-story buildings totaling 52,580 sf that house 26 classrooms, a library, administration offices, a multipurpose building, and a food service area, along with a lunch shelter, playfields, and a 58-space underground parking area. The $63.6 million Los Angeles Unified School District (LAUSD) project also included the construction of an adjacent joint-use public park. Among the challenges that Mr. Yu and his team addressed were the constraints of working on a 2.8-acre site in the densely populated urban area.

SAM YU, LEED®AP BD+C, CCM, DBIA

Principal-in-Charge

LAUSD MacArthur Park Elementary School Addition - Senior Project Manager

Directed CM services for a 3-story, 34,400-sf addition to MacArthur Park Elementary School in the Westlake neighborhood of Los Angeles. New facilities include 14 classrooms, a library, a multipurpose room, a food service area and lunch shelter, playfields, and a 59-space underground parking area. The existing food service area and a surface parking lot were demolished to accommodate the new construction. The $41.4 million Los Angeles Unified School District (LAUSD) project also included the installation of a new traffic signal at an adjacent intersection. Amenities include an energy management system; an intrusion detection system; CCTV, satellite master antenna television, PA, and audio surveillance systems; and infrastructure for the LAUSD computer system. Exterior amenities include a large playground and courts for handball, basketball, volleyball, and tetherball.

LAUSD Harry Bridges Span School - Senior Project Manager

Oversaw CM services for a new 150,000-sf K-8 school in Wilmington, CA, consisting of two small learning communities with a shared library, multipurpose room, gymnasium, arts classrooms, food service area and lunch shelter, and central administration offices. The $106.7 million Los Angeles Unified School District (LAUSD) project also included a precast concrete structure with two levels of parking and basketball and volleyball courts on roof. Challenges addressed by Mr. Yu and his team included the installation of a complex subsurface methane gas mitigation system on the 6.7-acre site.

MICHAEL McALPINE, CCM

Project Executive

EDUCATION

BACHELOR OF ARTS; CALIFORNIA POLYTECHNIC UNIVERSITY, POMONA, SCHOOL OF ARCHITECTURE

PROFESSIONAL ACCREDITATION/TRAINING

CERTIFIED CONSTRUCTION MANAGER (CCM); CONSTRUCTION MANAGEMENT ASSOCIATION OF AMERICA (CMAA)

MEMBERSHIPS

SOUTHERN CALIFORNIA CHAPTER PRESIDENT; CMAA

. McAlpine is a seasoned project executive with more than 30 years of diverse construction, business development, and project management experience. His background in architecture and exposure to all facets of construction, from design intent through construction and client/contractor oversight, provide Mr. McAlpine with a unique and well-rounded approach to representing general contractors and owners, and managing development projects in areas that include financial, program, design, jurisdictional review, bid and award, and construction oversight. He has managed the development of planned construction programs and multimillion-dollar projects, including the Pasadena Convention Center expansion, the seismic retrofit of the Los Angeles County Department of Public Works Headquarters, and construction of hospital and higher education facilities. Mr. McAlpine's contracting systems strategies have resulted in cost and time savings to clients and incident-free program completion. He also has a high level of expertise with FEMA seismic mitigation and retrofit codes, and has managed several multimillion-dollar FEMA restorations and emergency reconstruction projects.

CSUN Oviatt Library Earthquake Restoration - Project Manager

Managed the $24 million reconstruction of the Oviatt Library at California State University, Northridge (CSUN) following a 6.7 magnitude earthquake. The library's 5-story, 192,000-sf core building sustained considerable damage and the seismic joints connecting the east and west wings were compromised beyond repair. Mr. McAlpine oversaw reconstruction of the core building, which included improvements for Americans with Disabilities Act compliance, and supervised reconstruction of the west wing and upper three levels of the east wing without disrupting campus activities. As manager of the FEMA-funded project, he directed and developed the architectural and engineering budget including all fees, construction building costs, inspection costs, move-in costs, and planned check fees. Mr. McAlpine also developed the design schedule from schematic design through the final contract documentation and bidding phases, negotiated architectural and engineering fees, established general contract condition, reviewed and evaluated monthly schedules, and conducted weekly construction progress meetings. His efforts contributed to the efficient and incident-free completion of the project within FEMA's budgetary standards.

City of Anaheim Convention Center Expansion - Project Manager

Overseeing owner's representative, project management, and construction management services to the City of Anaheim, CA, for the $163 million expansion of the Anaheim Convention Center in Anaheim CA, which includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Silver certification.

MICHAEL MCALPINE, CCM

Project Executive

City of Anaheim DPW Anaheim Regional Transportation Intermodal Center (ARTIC) - Project Manager

Oversaw program management consultant services for the $190 million design and construction of the multiple award-winning Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. The new 68,000-sf center functions as a regional intermodal gateway and mixed-use destination, offering convenient travel via train, car, intercity bus, taxi, and local transit to facilitate transportation throughout Orange County and the Southern California region. It also provides easy connections to the nearby Angel Stadium, Honda Center, and Disneyland, and space is reserved to accommodate the state's future high-speed rail service. Mr. McAlpine served as an extension of the city to manage the design and environmental compliance contracts, interagency coordination, budget and schedule, document control, property acquisition, contract administration, and agreements. He was also responsible for the bid process and the firm's construction management services, which posed challenges owing to the need to maintain current rail, station, and facilities operations in the dense urban area.

City of Los Angeles Convention Center LACOEX - Project Manager

Supervised design review services for the City of Los Angeles Bureau of Engineering for the planned demolition of the Los Angeles Convention Center's West Hall and construction of the new 200,000-sf LACOEX hall, which would feature a multilevel glass atrium, a large interior multipurpose space, and meeting rooms. The scope of the estimated $315 million project also included the construction of a new free-standing ballroom building and the expansion of the plaza outside the Convention Center's main entrance. Acting as the city's representative, the firm's responsibilities included evaluating the adequacy of the designs, determining the construction sequence, and confirming that the construction documents met all requirements.

PCOC Pasadena Convention Center Expansion - Project Director

Provided oversight for a 192,457-sf, $142 million convention center expansion in Pasadena, CA, for the Pasadena Center Operating Company (PCOC). Mr. McAlpine managed all aspects of the project from program and budget development, design phase, and bid and award phase through construction. The project included 60,000 sf of new exhibit halls, flexible meeting rooms, a 25,000-sf ballroom, and administrative offices as well as the renovation of the existing 3,000-seat Pasadena Civic Auditorium, which was originally constructed in 1931. The state-of-the-art new facilities incorporated a number of green design elements, earning the center LEED® Silver certification. The site includes automated building control systems; water-conserving restrooms; an energy-efficient central plant; and high-efficiency lighting, including LED technology. Mr. McAlpine developed goals to facilitate teamwork and problem-solving to complete the project six weeks ahead of schedule and within the established budget.

JAMES ADAMS, AIA

Project Manager

EDUCATION

BACHELOR OF ARCHITECTURE; CALIFORNIA POLYTECHNIC STATE UNIVERSITY

BACHELOR OF SCIENCE, CONSTRUCTION ENGINEERING; CALIFORNIA POLYTECHNIC STATE UNIVERSITY

LICENSED ARCHITECT

CA

REGISTERED ARCHITECT

NV

PROFESSIONAL ACCREDITATION/TRAINING

OSHA 10-HOUR CONSTRUCTION HEALTH AND SAFETY

MEMBERSHIPS

AMERICAN INSTITUTE OF ARCHITECTS (AIA)

CONSTRUCTION SPECIFICATIONS INSTITUTE (CSI)

INTERNATIONAL CODE COUNCIL (ICC)

SCARAB NATIONAL HONORARY ARCHITECTURAL FRATERNITY

Mr. Adams, an architect and construction manager with more than 25 years of experience, has led projects for airports, public schools, universities, libraries, public buildings, and commercial and industrial facilities. He applies sound leadership qualities with specific experience in program management, master planning, design management, and on-site construction management (CM) services. A results-oriented individual, Mr. Adams is capable of working with staff at all organizational levels, from consulting architects and engineers to government agencies and owners, to effectively manage complex and challenging projects. His accumulated experience includes successfully completing a wide and varied range of construction and contract types, including design-bid-build and guaranteed maximum price.

CSU Northridge Oviatt Library Remodeling and Expansion - Project Manager and Construction Administrator

Oversaw all aspects of this $16 million library expansion and remodeling project for the CSU campus in Northridge, CA. The Phase I expansion consisted of a 6-story, 105,000-sf addition with a braced and moment steel frame and flat concrete slab, which minimized floor-to-floor height. In another phase, two wings were added to the library. The project was designed to accommodate more than 20,000 full-time equivalent students. Total public seating and book storage capacities were increased by over 50%, and a state-of-the-art automatic storage retrieval system was installed. Mr. Adams coordinated and interpreted design information for contractors. He processed invoices and provided effective claims avoidance and mitigation that saved the client significant costs, ranging into the hundreds of thousands of dollars. In addition, Mr. Adams prepared construction documents from approved design development drawings, performed in-house specification and constructibility reviews, and served as the liaison with government and agency planners and discipline plan checkers. (1989- 1992)

Long Beach City College Library Expansion - Construction Superintendent

Managed onsite construction activities for the $2.2 million, 24,000-sf construction of a steel frame infill between two existing gym buildings, as part of the library expansion at the Long Beach City College in Long Beach, CA.

City of Anaheim Convention Center Expansion - Project Manager

Overseeing owner's representation, project management, and construction management services to the City of Anaheim, CA, for the $163 million design-build expansion of the Anaheim Convention Center. The expansion encompasses 400,000 sf of space for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Silver certification.

JAMES ADAMS, AIA

Project Manager

City of Anaheim Department of Public Works ARTIC - Deputy Program Manager

Responsible for oversight of the development of the Program Management Plan and Program Procedures Manual in accordance with FTA guidelines for the Anaheim Regional Transportation Intermodal Center (ARTIC) project. Mr. Adams also oversaw the development of a unique procurement strategy for the early fabrication and erection of the facility's state-of-the-art structural arched frame and ethylene-tetrafluoroethylene (ETFE) pneumatic membrane building envelop system. The intermodal center offers convenient access to train, car, intercity bus, taxi, or local transit, and will accommodate future high-speed train service. The project earned LEED® Platinum certification.

CSU Northridge Earthquake Recovery Program - Project Manager and Construction Manager

Guided the on-site CM services for $408 million of repairs and upgrades to the California State University (CSU) campus in Northridge, CA, following one of the most devastating earthquakes in U.S. history. Mr. Adams provided management services for three campus projects, including the Speech and Drama Department high-bay seismic repair and upgrade, the Oviatt Library seismic damage studies, and student dormitory rehabilitations. For the Speech and Drama Department, Mr. Adams developed an innovative $1.9 million epoxy-injection, steel-braced frame that encapsulated the entire exterior of the theater tower and provided seismic reinforcement. Both new wings as well as Phase I of the Oviatt Library expansion, which was completed and occupied shortly before the earthquake, suffered severe structural damage. Several of the 4-inch-thick base plates and many of the 14-foot-long anchor bolts were stretched beyond their elastic limits. Mr. Adams integrated engineering elements for these repairs into unified designs for client and government agency review and approval. He administered construction contracts and conducted on-site supervision of work to monitor compliance with plans, specifications, and construction techniques. Mr. Adams also managed on-site staff and resolved daily technical problems, coordinated with consultants, prepared progress reports, reviewed submittals, responded to RFIs, and prepared work order requests. To maintain productivity, he chaired weekly progress meetings and dispute review board hearings. In addition, Mr. Adams implemented project closeout procedures and managed as-built drawings, warranties, and completion notices.

City of Cerritos Public Library Expansion - Construction Superintendent

Performed onsite construction activities, including subcontractor coordinating, scheduling, manpower loading of direct-hire forces, client, agency and architect interface, and change order negotiations for the $15.4 million Cerritos Public Library expansion. Mr. Adams oversaw the addition of 146,000 sf, as well as the remodeling of building finishes. The construction involved a cast-in-place concrete frame with waffle slab roof, as well as extensive interior furnishing installation, and upgrades of existing interiors.

KEYKHOSROW KHADEM, PMP

Project Engineer

EDUCATION

MASTER OF SCIENCE, ENGINEERING MANAGEMENT; CALIFORNIA STATE UNIVERSITY, NORTHRIDGE (2013)

BACHELOR OF SCIENCE, CONSTRUCTION MANAGEMENT; CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

PROFESSIONAL ACCREDITATION/TRAINING

PROJECT MANAGEMENT PROFESSIONAL (PMP); PROJECT MANAGEMENT INSTITUTE (PMI)

OSHA 30-HOUR CONSTRUCTION HEALTH AND SAFETY

CALIFORNIA LICENSED GENERAL CONTRACTOR, CLASS B

SIX SIGMA GREEN BELT; AMERICAN SOCIETY FOR QUALITY (ASQ)

MEMBERSHIPS

TAU BETA PI ENGINEERING SOCIETY

Mr. Khadem is a construction management professional with more than 10 years of experience providing office and site support for educational facilities projects, as well as transportation facility and roadway improvements. He is skilled in managing various project activities, including overseeing contract plans, processing RFIs, analyzing change order proposals and preparing change orders, tracking submittals for conformance to plans and specifications, and updating as-built drawings. Mr. Khadem is also experienced at maintaining construction logs, filing weekly project status reports, and preparing routine and special schedule reports, as well as preparing and supervising the completion of closeout punch lists. He is knowledgeable of federal guidelines, California Division of the State Architect requirements, and Collaborative for High Performance Schools and LEED® certification criteria.

LACCD Los Angeles Harbor College Library Learning Resource Center - Assistant Project Manager

Supported the senior project manager in resolving issues during the demolition of an existing building; relocation of two modular classroom buildings; and construction of a new 2-story, 43,000-sf steel moment frame Library Learning Resource Center and related site work, including landscaping, parking striping, and fire lane curb construction, at Los Angeles Harbor College in Wilmington, CA. Along with the campus library, the building features nine study rooms, a 100-station computer commons, reading rooms, and an atrium lobby with lounge space, and a conference room. Mr. Khadem's responsibilities on the $30 million Los Angeles Community College District (LACCD) design-bid-build project included reviewing change order requests, researching pricing and product data, and preparing fair cost estimates. He also submitted and tracked reviews and updated changes to as-built plans. The center is registered for LEED certification.

LACCD District-Wide Professional Services - Assistant Project Manager

Providing technical and design support to project managers and construction managers for preconstruction activities at Los Angeles Harbor College (LAHC) in Wilmington, CA, as part of the $6 billion Los Angeles Community College District (LACCD) Sustainable Building Program. Current projects include the $17 million modernization of the existing Old Administration Building and a new $53 million Student Union. Mr. Khadem's responsibilities include overseeing the maintenance and distribution of contract plans and specifications; reviewing RFIs and managing responses; confirming contractor maintenance of record drawings prior to monthly progress payments; performing field checks to determine compliance with job specifications, plans, district standards, and federal policies on layout and installation requirements; and assisting in the review of monthly invoices. He is also reviewing submittals for conformance to plans and specifications; processing requisitions related to equipment; and assisting in coordinating meetings between site administrators, school personnel, and community representatives to organize construction plans. In addition, Mr. Khadem is supervising the closeout of multiple completed construction projects on the campus, such as the new $60 million, 73,700-sf Science Complex, which is intended to earn LEED Platinum certification. He is also assisting regional program liaisons with design, construction, and closeout activities district-wide.

KEYKHOSROW KHADEM, PMP

Project Engineer

LACCD Los Angeles Harbor College West Parking Structure - Construction Manager

Oversaw construction of a new 4-level, 284,000-sf parking structure at Los Angeles Harbor College in Wilmington, CA. The $21 million Los Angeles Community College District (LACCD) project integrated sustainable features, such as an open air design that eliminates the need for a typical ventilation system, the use of fly ash in the poured-in-place concrete, a 250-kW rooftop solar panel system, and landscape elements to remove silt and pollution from surface runoff water. Mr. Khadem used Proliance to log all RFIs and meeting minutes, maintained change order logs and packages, prepared the punch list, and attended and documented LACCD's training and turnover activities. He also supervised an overnight concrete pour. Following completion of construction, Mr. Khadem analyzed and prepared the operations and maintenance manuals; provided submittal reviews, tracking, and follow-up; and updated changes to the as-built plans.

LAUSD Valley Region Elementary School #13 - Assistant Construction Manager

Led processing of the final 60 change orders for the construction of 60,111-sf of buildings housing 38 classrooms, a kitchen and cafeteria, a library, administrative offices, and a multipurpose room, as well as a 1,630-sf food service area and a 3-acre playground in Panorama City, CA. Mr. Khadem analyzed change order propósals and confirmed the merit and validity of the requests. He developed fair cost estimates, negotiated costs, wrote change orders, and oversaw staff in the maintenance of contract plans and specifications. Mr. Khadem also collaborated with the architect for timely responses to RFIs and reviewed submittals for conformance to plans and specifications. In addition, he verified the contractor's compliance to required monitoring and inspection of Stormwater Pollution Protection Plan items before and after rain events. Mr. Khadem served as liaison between the Los Angeles Unified School District (LAUSD), contractor, key subconsultants, and the commissioning authority on Collaborative for High Performance Schools (CHPS) matters and led the CHPS closeout process. He also tracked and monitored the contractor's gathering of closeout documents, received attic stock, coordinated training with the district's operations and maintenance representatives and school personnel, and tracked punch list items. The $23 million project earned LEED Gold certification and the campus was renamed Michelle Obama Elementary School by the LAUSD board to honor the First Lady's efforts to promote children's health.

JOHN THUNE

Lead Inspector

FIRM
GROUP DELTA

EDUCATION
BACHELOR OF SCIENCE, COMMUNICATIONS; MADISON UNIVERSITY

PROFESSIONAL ACCREDITATION/TRAINING
CALTRANS CERTIFIED

ACI FIELD AND LABORATORY CERTIFIED

NUCLEAR GAUGE CERTIFIED

Mr. Thune has over 30 years of practical field experience. He has worked on a variety of projects ranging from large hillside grading jobs to commercial and industrial developments. Mr. Thune is currently serving as Field Services Manager supervising all field technicians and is responsible for internal QA/QC and client relations.

City of Irvine On-Call Materials Testing and Inspection Services - Field Services Manager

On-call materials testing and inspection services provided to the City for various projects including the I-5/Jamboree Road Improvement project.

City of Anaheim Convention Center Expansion - Project Manager

Group Delta is providing testing and inspection services. This will serve as the seventh expansion of the 200,000-sf glass structure facing Katella Avenue.

City of Anaheim On-Call Materials Testing and Inspection Services - Field Services Manager

Responsible for the QA/QC testing and observation for an ongoing on-call contract for the City of Anaheim. Projects include street reconstruction and rehabilitation and other infrastructure improvements. Duties include daily interfacing with City inspectors and contractors; supervising the Group Delta inspection team; providing City staff test results and recommendations on a daily basis; providing QA/QC testing and observation during street rehabilitation on many streets within the city; and performing testing and sampling per Caltrans specification on A.C. paving and concrete placement.

City of Anaheim Regional Transportation Intermodal Center (ARTIC) - Materials Testing

This multi-year project offers transportation services as an intermodal hub for several transit modes such as Amtrak, Metrolink, local and international buses, shuttles, bicycles, and support development. Significant features of ARTIC include a new Architectural Iconic Terminal Building reaching 117-feet high with an approximate footprint of 48,000 sf. The project also features a concourse bridge extending from the southern end of the Terminal Building and over the current LOSSAN railroad corridor. Mr. Thune provided materials testing for ARTIC project which was performed in accordance with the UP Quality Management Plan and Caltrans Local Assistance Procedure Manual.

Cities of Fountain Valley and Santa Ana, Edinger Avenue Bridge Widening - Field Services Manager

Services associated with the widening of the Edinger Avenue Bridge included sampling and testing of fill placement, compaction, subgrade, base and pavement. Construction observation included utility backfills and infrastructure. Inspection and observation was provided for the bottom and bench excavations, placement of subdrains and back drains, placement of geotextile compacted earth reinforcement. Deputy inspection was also provided for shoring. Daily field reports, interim and final reports were prepared and submitted to contractor.

City of Colton Crossing, Union Pacific Railroad - Field Services Manager

Materials testing and inspection services for the Colton Crossing Separation project located in the Union Pacific Railroad Company Railroad and BNSF right of way in the vicinity of the City of Colton.

JOHN THUNE

Lead Inspector

City of Anaheim I-5/Gene Autry Way West - Field Services Manager

Responsible for all quality assurance materials testing on the extension of Gene Autry West over the Interstate 5, Manchester Avenue, and a new roadway terminating at the existing Haster Street arterial.

City of Moreno Valley On-Call Services - Field Services Manager

Daily duties included scheduling field and fab shop inspections, review of project plans and specifications to ensure contractor compliance, supervising technicians performing on-site testing, and preparation of reports for the City.

City of Anaheim Tustin Avenue Bridge Widening - Field Services Manager

Provided the soils and inspection testing services for the Tustin Avenue Bridge Widening project at the SR-91 Freeway. This project involved soils testing and inspection during embankment fills, pile driving, retaining wall backfill, and slope compaction. Group Delta's field inspectors worked closely with City inspectors to ensure contractor compliance with both City of Anaheim Specifications and Caltrans Specifications.

City of Garden Grove On-Call Contract, Construction Materials Testing and Geotechnical Services for Five Arterial Street Rehabilitation Project - Field Services Manager

Provided construction materials testing services on the Five Arterial Street Rehabilitation Project. The rehabilitation included removal and replacement of failed asphalt concrete, grinding and asphalt concrete overlay with pavement reinforcing fabric. The project scope of work also included removal and replacement of Portland Cement Concrete (PCC) sidewalk, curb, and gutter, cross gutter, drive approaches

ANA BUDDE

Administration/Document Control

PROFESSIONAL ACCREDITATION/TRAINING

JOB ORDER CONTRACTING CERTIFICATE; LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD)

BLUEPRINT READING CERTIFICATE; LAUSD

OSHA 10-HOUR CONSTRUCTION HEALTH AND SAFETY

Ms. Budde has more than 25 years of experience providing comprehensive accounting and document control services for large-scale projects and facilities. She has expertise in project accounting, cost accounting, contract administration, and contract compliance, and has the proven ability to coordinate with project staff, contractors, clients, and regulatory agencies to maintain, update, and archive master and supporting project document files within specified information system databases. Ms. Budde's wide range of skills include the preparation of contract documents; the preparation and maintenance of contract logs and project logs; and the processing of submittals, task orders, change orders, and related materials.

City of Anaheim Convention Center Expansion - Office Manager/Document Controls Specialist

Supporting program and construction management services for the $155 million expansion of the Anaheim Convention Center in Anaheim CA, which includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Gold certification. Ms. Budde is responsible for all front office processes on behalf of the project director and three other managers, including answering telephones, filing, preparing photocopies, and coordinating meetings with the client and City of Anaheim personnel. She also reviews the specifications of design-build requirements with the executive team to assist in the development of submittal packages using Prolog software. Ms. Budde is maintaining accurate, orderly, and detailed files and written records and documents concerning the project during all stages of planning, design, and construction. She maintains building information modeling data management using Buzzsaw, and reviews and logs all invoices and directs them through the appropriate channels for payment processing.

City of Anaheim DPW Anaheim Regional Transportation Intermodal Center (ARTIC) - Document Control Specialist

Provided program and construction management services for the 68,000-sf Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. The firm served as the Program Management Consultant, working as an extension of the City of Anaheim Department of Public Works (DPW) and in concert with the Orange County Transportation Authority, other stakeholders, and independent consultants assigned to the $190 million project. The project was certified LEED® Platinum.

BGPAA Bob Hope Airport RITC PM/CM - Document Control/Office Manager

Provided document controls and managed day-to-day office functions as part of program and construction management (PM/CM) services for the new Regional Intermodal Transportation Center (RITC) at Bob Hope Airport in Burbank, CA. The $112 million Burbank-Glendale-Pasadena Airport Authority (BGPAA) facility included a $87.5 million, 3-level, 505,000-sf consolidated rental car facility; a bus transit area; an elevated walkway connecting to the airport terminal; and a 5-level, 1,043-space valet parking structure. Ms. Budde was

ANA BUDDE

Administration/Document Control

responsible for all front office processes on behalf of the Project Director and three other managers, including answering telephones; filing; preparing photocopies; performing bids openings; and coordinating meetings with the client, rental car operators, architects, and City of Burbank personnel. She also reviewed the specifications of contract/bid requirements with the executive team to assist in the development of submittal packages using Expedition project management software. Ms. Budde was responsible for maintaining accurate, orderly, and detailed files and written records and documents concerning the project during all stages of planning, design, and construction. She reviewed and logged all invoices and directed them through the appropriate channels for payment processing. In addition, Ms. Budde coordinated all open houses, job walks, and outreach meetings with the BGPAA; notified general contractors and vendors of meetings and change orders; and managed project website registration.

CSU Northridge Earthquake Recovery Program - Contract Administrator/ Contract Compliance Officer/Outreach Coordinator

Prepared and advertised bid packages and technical and financial qualification packages, coordinated job walks, prepared addenda, coordinated bid opening, and prepared bid comparison for analysis for $408 million in repairs to the California State University (CSU) campus in Northridge, CA. Ms. Budde was responsible for preparing contract documents, reviewing and rating performance and payment bonds and certificates of insurance. After contract awards, she reviewed and recommended for payment pay applications and invoices and prepared and maintained logs for contracts, extra services authorizations, task orders, change orders, preliminary notices, stop notices, and conditionals and unconditionals. In addition, Ms. Budde verified prevailing wages versus certified payrolls from prime contractors and subcontractors and performed site visits to interview laborers for prevailing wage compliance.

LAUSD Central Los Angeles Learning Center No. 1 Phase II - Senior Office Engineer

Provided document controls for the second phase of the Los Angeles Unified School District (LAUSD) construction of a $579 million K-12 learning center at the site of the former Ambassador Hotel in Los Angeles's Mid-Wilshire District. The scope of work includes 392,000 sf of new construction, a public park, athletic facilities, and site-wide methane mitigation. Ms. Budde logged and processed requests for clarification (RFCs), submittals, change order proposals, and construction directives, and also generated change order reports. She also posted RFCs in contract drawings and worked closely with project architects, engineers, and contractors to maintain efficient work processes. During closeout, Ms. Budde was responsible for the timely disposition and handling of all source documents, including change orders, amendments, invoices, pay applications, plans, and specifications, and for maintaining the project status report.

PHILIP YANKEY, ARCHITECT, CMQ/OE, CQA

QA/QC Manager

EDUCATION

BACHELOR OF ARCHITECTURE; IDAHO STATE UNIVERSITY

LICENSED ARCHITECT

CA

TRAINING/CERTIFICATIONS

CERTIFIED MANAGER OF QUALITY/ORGANIZATIONAL EXCELLENCE (CMQ/OE), AMERICAN SOCIETY FOR QUALITY (ASQ)

CERTIFIED QUALITY AUDITOR (CQA), ASQ

OSHA 10-HOUR OCCUPATIONAL SAFETY AND HEALTH

GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATIONS AND LABELING OF CHEMICALS (GHS), OSHA, AND EPA-DOT CLASS STANDARDS

CALIFORNIA HIGH-SPEED TRAIN PROJECT SAFETY TRAINING

ADA TRAINING FOR CALIFORNIA ARCHITECTURAL LICENSE RENEWAL

MEMBERSHIP

AMERICAN SOCIETY FOR QUALITY (ASQ), LOS ANGELES SECTION

RAILWAY ASSOCIATION OF SOUTHERN CALIFORNIA

CONSTRUCTION MANAGEMENT ASSOCIATION OF AMERICA (CMAA)

ASSOCIATE MEMBER/ REGISTERED ARCHITECT, AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

Mr. Yankey is a Quality Assurance (QA) Director for the firm's Transportation and Infrastructure Division and a senior architect with more than 35 years of experience in the design and oversight of a variety of facility types and occupancies. He has proven skill in implementing quality plans by performing plan reviews and surveillance audits, recommending corrective actions for nonconformance, and providing training to maintain client scheduling and budget goals. Mr. Yankey has attained certification by the American Society for Quality (ASQ) Certified Manager of Quality/Organizational Excellence (CMQ/OE), a significant milestone related to this body of knowledge. He is also an ASQ Certified Quality Auditor (CQA).

City of Anaheim Department of Public Works ARTIC - QA Auditor

Performed a third-party QA audit as required by the project quality plan for the $189.9 million implementation of the 68,000-sf Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. Mr. Yankey's responsibilities included interviewing the Program Manager and each of the consultant teams for the joint venture partnership.

LAUSD Valley Region High School #9 - QA/QC Consultant

Performed a QA audit, QC review, and construction document coordination for a 97,551-sf high school addition to an existing junior high school campus in Van Nuys, CA, for the Los Angeles Unified School District (LAUSD). In addition to new construction, including a 2-story classroom building, a library, an administration building, a gym, a food service building, a lunch shelter, and a soccer field and track, the $68 million project included selective demolition, improvements, and renovation to the campus buildings, food service areas, hardscape, parking, playfields, and landscaping. The new facilitates were designed to meet Collaborative for High Performance Schools requirements and California Title 24 energy efficiency standards.

BGPAA Bob Hope Airport Access Planning Study - QA Manager

Oversaw QA processes for a planning study of ground access at Bob Hope Airport in Burbank, CA, administered by the Burbank-Glendale-Pasadena Airport Authority (BGPAA) with program management by the Orange Line Development Association. The efforts of the project team involved planning tasks, consideration of land use and environmental issues, project modeling, and outreach communication for the study, and included periodic submittal reports. Mr. Yankey oversaw the implementation of a QA plan that detailed the practices, methodologies, sequence of activities, quality training, verifications, and quality audits required to achieve a high level of quality for this project.

LAWA LAX Landside Access Modernization Program - STV QA Manager

Providing QA oversight services for the design of an automated people mover (APM) linking the Central Terminal Area with a remote Intermodal Transit Facility as part of the Los Angeles World Airports (LAWA) Los Angeles International Airport (LAX) Landside Access Modernization Program. The APM will be fully integrated into the overall airport landside program of roadway and parking garage improvements. Mr. Yankey is coordinating quality procedures with in-house STV team members working on the APM multidiscipline teams.

UCLA Vivarium Building - QA/QC Consultant

Performed a QA/QC check for the architectural design of a new 3-story vivarium building at the University of California, Los Angeles (UCLA).

PHILIP YANKEY, ARCHITECT, CMQ/OE, CQA

QA/QC Manager

Metro Airport Metro Connector AA/Draft EIS/EIR - QA Manager

Completed the initial review of the QA plan for the Los Angeles County Metropolitan Transportation Authority (Metro) Connector to the Los Angeles International Airport (LAX). The connector will link a planned Metro station at Century Boulevard and Aviation Boulevard, approximately 1.5 miles from the airport, with the Central Terminal Area of LAX by an extension of the Green Line light rail transit line, a bus rapid transit connection, an automated people mover, or a transportation systems management alternative. Mr. Yankey implemented and monitored review of the quality management plan; identified any nonconformance, deficiencies, and corrective actions; provided training, surveillance monitoring, and QA audits; and periodically reviewed the conceptual engineering documents to be used in the preparation of an AA/Draft EIS/EIR.

CHSRA Burbank-to-Anaheim Corridor Environmental and Engineering Services - QA Manager

Providing QA/QC services in support of preliminary engineering for the project definition for the 50-mile Burbank-to-Anaheim high-speed rail corridor. The firm is responsible for the day-to-day management, oversight, and coordination of the technical teams preparing all levels of project design, alternatives analyses, environmental technical reports, and draft and final EIR and EIS documents for the California High-Speed Rail Authority (CHSRA) project.

CDCR Folsom Prison Detention Facility - QA/QC Consultant

Performed quality checking of construction documents for a 2-story portion of detention cells at a California Department of Corrections and Rehabilitation (CDCR) facility in Folsom, CA.

CHSRA Madera-to-Fresno Construction Package 1 ICE/ISE - QA Manager

Providing QA/QC services in support of independent checking engineer (ICE) and independent site engineer (ICE) services to the California High-Speed Rail Authority (CHSRA) for the $1 billion design-build of 29 miles of high-speed rail between Fresno and Madera, CA. The project includes erecting a 1.2-mile viaduct and three major bridges (in addition to more than 35 small bridges), as well as cutting a 1.7-mile trench beneath SR 180.

KEVIN KIM, ARCHITECT, LEED® AP

Lead Architect

EDUCATION

MASTER OF ARCHITECTURE; GRADUATE SCHOOL OF ARCHITECTURE AND URBAN PLANNING, UNIVERSITY OF CALIFORNIA AT LOS ANGELES

BACHELOR OF ARCHITECTURE; FENG CHIA UNIVERSITY, TAICHUNG, TAIWAN

LICENSED ARCHITECT

CA

REGISTERED ARCHITECT

WA

TRAINING/CERTIFICATIONS

LEED ACCREDITED PROFESSIONAL (AP)

MEMBERSHIP

THE ASIAN AMERICAN ARCHITECTS/ENGINEERS ASSOCIATION

Mr. Kim is an architect and project manager with more than 25 years of experience in all aspects of architectural services from preliminary design through to completion, including construction administration and project management. He is valued for his expertise in addressing ADA guideline requirements for renovations of public facilities including transit stations and schools, and has done extensive work with the Los Angeles Unified School District (LAUSD). Mr. Kim also has experience with government, residential, and commercial facilities, and is adept at using building design software to model projects.

City of Los Angeles Convention Center LACOEX - Project Architect

Providing architectural design review for the new 200,000-sf LACOEX hall at the Los Angeles Convention Center, which features a multilevel glass atrium, a large interior multipurpose space, and meeting rooms. The scope of the estimated $315 million City of Los Angeles project also includes a new free-standing ballroom building. Mr. Kim's responsibilities include evaluating the adequacy of the designs, determining the construction sequence, and confirming that the construction documents meet all requirements.

City of Los Angeles Van Nuys Municipal Building - Project Architect

Provided the architectural and engineering evaluation report for the seismic retrofit of a 10-story municipal building in Van Nuys, CA.

LAUSD James A. Foshay Learning Center Auditorium Renovation - Project Architect

Provided architectural design for the $8 million renovation of a 4-story, 4,830-sf high school auditorium in Los Angeles. The scope of work included new basement, restroom, and stage layouts; new first-floor and balcony seating areas; and HVAC, fire alarm, and sprinkler system upgrades. Various existing deficiencies and nonconforming uses were corrected, and the electrical service, back-up systems, and house and stage lighting were upgraded. All of Mr. Kim's design work was performed in accordance with Division of the State Architect and ADA guidelines, and the project was designed to meet Collaborative for High Performance Schools requirements and California Title 24 energy efficiency standards.

LAUSD Valley Region Elementary School No. 13 - Project Architect

Provided architectural design for a new elementary school in Panorama City, CA. With a total building area of 60,111 sf, the $23 million project included a 2-story academy building with 38 classrooms, administrative offices, a health unit, and a library; a single-story building housing a multipurpose room, food service area, and faculty lounge; and an adjacent lunch shelter. Mr. Kim used Revit Architecture building design software to model the project, which was designed to meet Collaborative for High Performance Schools requirements and California Title 24 energy efficiency standards, and is intended to achieve LEED certification. He also provided construction phase support, and is currently assisting with project closeout. The school earned LEED certification to the Gold Level.

William S. Hart Union High School District Saugus High School Modernization - Project Architect

Provided architectural design for the $33.5 million modernization and reconstruction of a high school in Santa Clarita, CA. The project included a new single-story, 20,000-sf laboratory and classroom building; a new 2-story, 18,000-sf combined library and administration building; replacement of the food service building; and full ADA compliance upgrades for the entire 52-acre campus. In addition, original buildings including a gym, a woodshop, a custodial

KEVIN KIM, ARCHITECT, LEED® AP

Lead Architect

services building, and 10 classroom buildings were completely renovated with new interiors and upgraded HVAC systems, and fiber-optic lines and other Internet access upgrades were installed in each classroom. Construction was phased so that the 2,600-student school remained operational throughout the modernization process.

LAUSD David Starr Jordan High School Small Learning Communities - Project Architect

Provided architectural design for the proposed $1.2 million modernization of a high school in Los Angeles. The project would transform the 1920s-era campus into four small new learning communities including new administrative offices, staff work areas, and outdoor seating areas as well as branding and identity design for each academy. The new facilitates were designed to meet Division of the State Architect and ADA requirements, and California Title 24 energy efficiency standards.

RCTC Riverside Downtown Security and Operations Center - Architect

Provided architectural design services for a new rail security and operations center for the Riverside County Transportation Commission (RCTC). The new building will house security functions for RCTC's five existing and four planned commuter rail stations, as well as operations functions for the Southern California Regional Rail Authority, operator of the local Metrolink commuter rail system.

RICHARD QUIRK, AIA

Constructability

EDUCATION

BACHELOR OF ARCHITECTURE; CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

LICENSED ARCHITECT

CA

REGISTERED ARCHITECT

GA, IL, MD, MO, NC, VA, WA

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

MEMBERSHIP

AMERICAN INSTITUTE OF ARCHITECTS (AIA), PASADENA/FOOTHILL CHAPTER

RAILWAY ASSOCIATION OF SOUTHERN CALIFORNIA

WTS INTERNATIONAL, INLAND EMPIRE CHAPTER

Mr. Quirk is an architect with 30 years of experience providing design and project oversight for transportation, healthcare, commercial, and residential projects, including tenant improvements and historic restorations. He is also experienced in the planning, design, and construction of maintenance facilities, transit center renovations and upgrades, and commuter rail line extensions. Mr. Quirk is skilled in providing project coordination and contract oversight for challenging projects involving phased construction in occupied facilities.

RCTC Perris Valley Line - Project Manager

Overseeing engineering for a 24-mile extension of Metrolink commuter rail service to connect downtown Riverside, Moreno Valley, and Perris, CA, for the Riverside County Transportation Commission (RCTC). The estimated $247.2 million extension will include four new stations along an existing freight rail corridor. Mr. Quirk's activities include direct coordination with the client, system operator, project design team, and subconsultants to assure quality of design and project delivery within budget and schedule. He also provided utility coordination for the project, which involved interacting with external agencies, jurisdictions, and utilities during design development. The final design was submitted for bid on schedule and within the estimated construction budget. Mr. Quirk and his team are currently providing design support during construction.

OCTA Transit Security and Operations Center Site Selection and Master Planning - Task Manager

Overseeing site selection and master planning for a proposed new Orange County Transportation Authority (OCTA) Transit Security and Operations Center (TSOC) to be located in Orange County, CA. Mr. Quirk is responsible for analysis of potential sites for the new TSOC; programming and conceptual layouts with cost estimates; and identification of local, state, and federal funding sources.

RCTC Riverside Downtown Security and Operations Control Center - Architectural Lead

Provided design for a new Riverside County Transportation Commission (RCTC) rail security and operations control center in Riverside, CA. The new 3,150-sf building will house security functions for RCTC's five existing and four planned commuter rail stations as well as operations functions for the Southern California Regional Rail Authority, operator of the Metrolink commuter rail system. The construction cost is estimated at $1 million. Mr. Quirk oversaw the preparation of 65% and 100% architectural plans for the center, and provided support during bidding and construction.

NCTD East Division Bus Maintenance Facility Expansion - Task Manager/ Project Architect

Provided overall coordination and contract administration for the expansion of a bus maintenance facility in Escondido, CA, to accommodate compressed natural gas fueled vehicles. The $5 million project — part of an on-call contract with the North County Transit District (NCTD) — involved renovation of the existing 9,760-sf maintenance building and a 7,420-sf addition housing eight new service bays. The new building features many sustainable design elements, including controlled daylighting and convective ventilation integrated with the HVAC systems. Challenges included maintaining operations through construction, which Mr. Quirk and his team addressed by performing a detailed analysis of service sequencing, site circulation, and queuing for morning roll-out, then developing a facility layout and

RICHARD QUIRK, AIA

Constructability

construction phasing scheme that accommodated the increased bus count and provided safe and adequate circulation. He also provided design support through the construction phase.

Metro Brighton to Roxford Double Track Project - Station Design Lead

Responsible for architectural design services for new second side platforms at the Sylmar/San Fernando Station and the future Metrolink Hollywood Way Station in support of the $110 million Los Angeles County Metropolitan Transportation Authority (Metro) construction of more than 10 miles of new double track between Control Point (CP) Brighton and CP Roxford. The scope of work includes preliminary engineering, environmental permitting, final design, and design support during bidding and construction.

NCTD Oceanside Transit Center Modifications - Project Architect

Responsible for architectural design for various upgrades to a 2-story, 3,448-sf intermodal facility constructed in 1982 in Oceanside, CA, under a task-order contract with the North County Transit District (NCTD). Work included renovation of the security center, complete with new HVAC units; insulation to meet the current code requirements; and upgrades to the building interiors and lighting. Mr. Quirk was also involved in the development of a new layout for the security agent's operations, featuring new casework, data systems, and an extensive array of wall-mounted flat-screen monitors. In addition, he designed modifications to the center's four canopy structures, including the addition of an acre of polycarbonate panels, the replacement of deteriorated structural elements, and updated installation details.

NCTD Bus Shelter Prototype - Project Architect

Responsible for overall project coordination for the development of a prototypical design for bus shelters to be deployed at several transit centers in San Diego County for the North County Transit District (NCTD). The shelters provide shade and cover from the weather for up to 30 passengers. The prototype design provided basic canopy elements and allowed exterior expression adapted to complement the established aesthetic of each transit center. The project also involved assisting the NCTD with site layout of the canopies for each location.

OCTA Worker Fall Protection at Three Sites - Project Architect

Provided design for new fall protection systems at bus maintenance facilities in Santa Ana, Garden Grove, and Anaheim, CA, under an on-call contract with the Orange County Transportation Authority (OCTA). Mr. Quirk's design met the needs for servicing buses that range in length from 40 feet to 60 feet. The primary challenge was retrofitting fall protection systems into the repair bays to allow for effective maintenance while limiting the impact on existing overhead utility systems. Mr. Quirk also coordinated with the project team and support system vendor to provide a cost-effective solution that minimized support system redundancy.

NASA Jet Propulsion Laboratory Improvements - Project Manager

Responsible for various design tasks under this 5-year, open-ended contract for improvements and additions to the Jet Propulsion Laboratory in Pasadena, CA. Projects ranged in value from $500,000 to $1.5 million and included optical, flight hardware development, and super-computing laboratories; sensitive compartmented information facility enhancements; administrative areas and records-archiving units; cafeterias; and clean rooms. Other tasks involved specialized utility delivery requirements, ADA accessibility upgrades, and security issues.

KYLE LAUVER, RLA

Landscape Architect

EDUCATION

BACHELOR OF SCIENCE, LANDSCAPE ARCHITECTURE; PENNSYLVANIA STATE UNIVERSITY

REGISTERED LANDSCAPE ARCHITECT

NJ, PA, VA

TRAINING/CERTIFICATIONS

ENVIRONMENTAL STUDIES CERTIFICATION PROGRAM; JOHNS HOPKINS UNIVERSITY

Mr. Lauver is a registered landscape architect with more than 20 years of experience in site design and land development. He has prepared conceptual designs for a wide array of projects using site analyses, zoning and code reviews, and client program development information as input. Mr. Lauver's design experience includes preparing layout, grading, landscape, and erosion and sediment control plans, as well as coordinating with related disciplines, such as stormwater management, geotechnical engineering, site lighting, and signage. He has managed many successful projects and has a record of meeting project deadlines while staying within budget.

Virginia Tech Moss Center for the Arts - Landscape Architect

Preparing site layout and landscape plans for a proposed Center for the Arts at this Blacksburg, VA, campus. The site layout includes vehicular entrances and drop-offs at two locations, a large main courtyard with earthen mounds, and numerous pedestrian connections to the existing campus. Mr. Lauver's plans include details for benches made from rough hewn stone from the university quarry, referred to as "hokie stone." The landscape design includes ornamental grasses in drifts interwoven with the earth mounds to simulate the ridges of the Appalachian Mountains. Mr. Lauver's responsibilities include the development of concept-level drawings through final construction drawings.

Cal Ripken Sr. Foundation Patterson Park Field Redevelopment - Landscape Architect

Prepared plot plan and coordinating on permit submission for the development of a synthetic turf multipurpose field within historic Patterson Park in Baltimore.

Howard County Youth Program Manor Woods Park - Landscape Architect/ Site Designer

Provided a master plan for a 40-acre park in Howard County, MD, that included baseball and soccer fields, a field house with basketball and volleyball courts, tot lots, passive recreation, and parking.

Merritt Properties Scarlett Place Preliminary Alternatives - Landscape Architect/Site Designer

Provided preliminary alternative plans for service deliveries and valet parking for this site in Baltimore. The client was seeking approval for loading and servicing retail users for the Scarlett Place building, located in downtown Baltimore by the Inner Harbor. Mr. Lauver provided three preliminary alternatives and coordinated meetings with city agencies to enhance cooperation in the approval and implementation of a plan for service and drop-off.

Lockheed Martin Corporation Headquarters - Landscape Architect

Provided conceptual landscape plans to remove a reflecting pool and replace with lower-maintenance site design at the Lockheed Martin Corporation headquarters in Bethesda, MD. Mr. Lauver collaborated with designers to prepare three distinct designs representing different price points. Now that a design was chosen, Mr. Lauver is working to refine the design to the Design Development and Construction Document levels.

Cirque Du Soleil at Inner Harbor West - Site Designer

Prepared site plans, grading plans and erosion and sediment control plans for Cirque Du Soleil's Baltimore show, entitled "Totem." Efforts included adapting the client's concept plans created in international drawing units to meet local Baltimore regulations and understanding the temporary nature of the world-wide travelling theatrical group's venue. Minimal site work was desired and achieved.

DEBORAH ROBERTS

Lead Planner

EDUCATION

MASTER OF SCIENCE CANDIDATE, REGENERATIVE STUDIES; CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

BACHELOR OF SCIENCE, URBAN AND REGIONAL PLANNING; CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Ms. Roberts is a Senior Planner and Project Manager with experience in managing and executing the planning of a variety of mixed-use, community planning, and transit improvement projects for public and private agencies throughout California. She has prepared various types of CEQA- and NEPA-related documents, including preliminary environmental studies, initial studies, land use studies and analyses, negative declarations, mitigated negative declarations, categorical exemptions and categorical exclusions (CEs), EIRs, EISs, and mitigation monitoring plans. Ms. Roberts has also participated in community, master, and station-specific development projects and often provides public outreach support during these assignments. In addition to working with clients to meet project schedules, budgets, and objectives, she coordinates with the FTA and state and local agencies to make sure all work adheres to applicable regulatory guidelines.

Los Angeles Department of City Planning West Adams Community Plan Update DEIR - Deputy Project Manager

Wrote the aesthetics, biological, and cultural resources sections of the DEIR for the updated West Adams Community Plan for the Los Angeles Department of City Planning. The community plans are intended to promote economic vitality, social and physical well-being, general health, safety, welfare, and convenience through an arrangement of land use, street development, and community services. Environmental impacts associated with projected growth in the plan were of major concern, as well as how to analyze by-right projects that would not need further environmental review in a program-level document. Ms. Roberts' responsibilities included assisting with project QA/QC issues and responding to comments generated by the FEIR.

Los Angeles Department of City Planning South and Southeast Los Angeles Community Plan Update DEIRs - Environmental Planner

Prepared the biological and land use sections of the DEIRs for two community plans for two neighborhoods for the Los Angeles Department of City Planning. The land use section is one of seven state-mandated elements of the General Plan, which includes noise, transportation, and conservation. The community plans are intended to promote economic vitality, social and physical well-being, general health, safety, welfare, and convenience through an arrangement of land use, street development, and community services. Environmental impacts associated with projected growth will be evaluated in the EIRs.

LAWA Facilities Planning Division Sustainability Guidelines Update - Internal Project Manager/Environmental Lead

Executed the Sustainability Guidelines Update for Los Angeles World Airports (LAWA)'s Facilities Planning Division. The scope of work involved categorizing regulations and policies based on their ability to meet sustainability goals. Based on this categorization, Ms. Roberts' team created a database for the division. Subsequently, her team also prepared a findings report to assist with compliance reviews, as well as to assist in establishing an Airport Sustainability Policy. An environmental baseline and setting was also established, as well as a rating system to allow the division to measure sustainability progress and compare their efforts to other airports. Lastly, policy recommendations were made based on life-cycle analyses. Ms. Roberts was also responsible for attending meetings, managing daily project activities, collecting data, and analyzing and creating policy matrices, the environmental baseline and setting, rating systems, and policy recommendations.

DEBORAH ROBERTS

Lead Planner

City of Redlands Planning Division Downtown Redlands Specific Plan - Environmental Planner

Prepared the Mitigation Monitoring and Reporting Program EIR as part of this plan for the City of Redlands Planning Division. A portion of the site is listed on the National Register of Historic Places. The proposed project included amendments to the city's General Plan and revisions to the Downtown Redlands Specific Plan, including expanding site boundaries, modifying plan goals, and establishing a development program to provide a pedestrian-friendly, amenity-rich mixed-use environment. Ms. Roberts addressed topics of concern in the EIR, such as preserving historic resources, population growth, and traffic impacts.

Los Angeles Department of City Planning/City of Santa Monica Planning and Community Development Department West Wilshire Mixed-Use Project Initial Study/DEIR - Environmental Planner

Prepared the aesthetics, geology and soils, and land use sections of the DEIR, as well as assisted with QA/QC, for the future construction of a new, 3-story mixed-use development in Santa Monica, CA. Approximately 41% of the square footage would be dedicated to neighborhood-specific commercial use, with the remaining 59% of the square footage dedicated to residential use. The project also included three levels of subterranean parking that would provide 264 parking spaces. Key challenges during this effort included construction noise, air quality, and traffic impacts.

Los Angeles Department of City Planning Los Angeles Transit Neighborhood Plans - Project Manager

Coordinated the development of project alternatives as part of the Transit Neighborhood Plans initiative for the Los Angeles Department of City Planning. Ms. Roberts' team provided a pro forma market analyses for land use recommendations, website development, transportation studies, streetscape plans, graphics and 3D modeling, and environmental clearances for 10 light rail transit (LRT) stations along the Crenshaw and Exposition II corridors. An EIR for the Exposition II station areas and one CE for three Crenshaw station areas are being prepared. The project is intended to improve the pedestrian realm along the corridor by creating friendly streetscapes with a variety of transportation modes. Ms. Roberts and her team addressed aesthetics, biology, land use, by-right development, population, housing, employment, traffic, and environmental justice components during the development of alternatives. In addition, she was responsible for attending meetings and providing daily project management oversight.

IDALIA LARSEN, ARCHITECT, LEED®AP BD+C

Lead Energy Engineering

EDUCATION

BACHELOR OF SCIENCE, ARCHITECTURE; HEALD ENGINEERING COLLEGE

LICENSED ARCHITECT

CA

TRAINING/CERTIFICATIONS

LEED ACCREDITED PROFESSIONAL (AP) BUILDING DESIGN + CONSTRUCTION (BD+C)

CONSTRUCTION DOCUMENTS TECHNOLOGIST (CDT); CONSTRUCTION SPECIFICATIONS INSTITUTE (CSI)

Ms. Larsen is an architect with more than 35 years of experience providing design for new construction, improvements, and historic renovations. She is skilled in coordinating the work of consultants to comply with requirements of the California Division of the State Architect and at assembling concise, complete, code-compliant, and constructible sets of construction documents. In addition, Ms. Larsen has a working knowledge of best practices for high-performance building design, and has expertise in calculating LEED architectural credits and preparing documents for submission to the U.S. Green Building Council (USGBC). She also has extensive experience in providing construction administration services, such as RFIs and review of submittals.

Marin Community College District College of Marin Indian Valley Campus Main Building Complex - Project Architect/LEED Administrator/Construction Administrator

Oversaw architectural design services and coordinated with the owner, designers, and contractors to earn LEED architectural credits for a new 2-story, 37,000-sf signature academic building in Novato, CA. The building houses classrooms and administrative offices for a variety of workforce development programs, as well as a library and Internet café. The design features a spacious entryway and incorporates abundant natural lighting and efficient heating and air circulation systems wholly supported by a new geothermal field. Ms. Larsen's responsibilities included calculating and reviewing LEED credits, and coordinating with the USGBC to submit the project registration and certification application. The $15.6 million facility earned LEED Gold certification.

CCSF Academic Joint-Use/Multi-Use Building - LEED Manager

Oversaw the LEED design guidelines for the design and construction of a 3-story, 102,000-sf structure at City College of San Francisco (CCSF) that houses classrooms, specialized laboratories, offices, study space, and student development facilities. The $43 million project was one of the first construction management at-risk projects delivered for the California Community Colleges System. Ms. Larsen's leadership led to the achievement of LEED Gold certification.

City of Concord Civic Center Improvements - Project Architect

Performed space studies, developed the interior design scheme, and prepared design documents for the proposed $6.8 million reconstruction of Building B at the Civic Center in Concord, CA. The replacement building would total 21,000 sf in area and accommodate up to 56 city employees. Ms. Larsen also oversaw design and construction documents for improvements to the IT area of Building C.

City of Richmond Community Redevelopment Agency/Orton Development Ford Assembly Building Rehabilitation - Architect

Provided architectural services, including design and production of contract documents, for seismic upgrades, waterproofing, new roofing, and façade restoration for the adaptive re-use of the 524,000-sf Ford Assembly Building in Richmond, CA. The building was designed by Albert Kahn and constructed in 1930 for the production of Model A automobiles. The building was rendered unusable in 1989 when a major earthquake severely damaged its structure, and subsequent water damage and vandalism furthered its decay. The building and site were repurposed into Ford Point, featuring green businesses, a visitors' center, and shoreline access, as well as a 45,000-sf events venue. The project was recognized with a Special

IDALIA LARSEN, ARCHITECT, LEED®AP BD+C

Landscape Architect

Citation from the California Redevelopment Association, an Honor Award for Excellence in Architecture from the American Institute of Architects, and a National Preservation Honor Award from the National Trust for Historic Preservation.

Marin Community College District Indian Valley Campus Pomo Complex Assessment, Feasibility Report, and Design - Project Architect

Provided architectural services for an assessment of the 34,400-sf Pomo Complex on the Marin Community College District's Indian Valley campus in Novato, CA. The hillside complex requires modernization with a focus on accessibility. The $2.1 million project scope includes alterations to address mobility barriers, such as the addition of a new freestanding 2-stop elevator along a walkway bridge, demolition and reconstruction of restrooms, and miscellaneous other alterations to bring all buildings and facilities in the complex into compliance with current accessibility requirements. It also includes alterations, demolition, and reconstruction of site ramps and pathways connecting adjacent campus areas and buildings.

Kentfield School District Bacich Round Building Interior Alterations - Project Architect

Directed design and contract document production for interior finish repairs and modernization of a 9,600-sf building on the Anthony G. Bacich Elementary School campus in Kentfield, CA. The scope of work included demolishing movable partitions and replacing them with permanent framed partitions, as well as ADA improvements.

City of Oakland CEDA Martin Luther King Jr. Plaza Rehabilitation - Project Architect

Directed architectural design and contract document production for the fast-track rehabilitation of a 154,000-sf Mediterranean-style registered landmark structure designed by Charles W. Dickey on the 8.9-acre University High School/Merritt College campus in Oakland, CA. The 1923 building had been vacant for more than 20 years, resulting in severe interior and exterior deterioration. The 12,000-sf auditorium was renovated for use as the North Oakland Multipurpose Senior Center and the remainder of the building is occupied by the Children's Hospital Research Institute. The scope of work included seismic upgrades, relocation of the main entrance to preserve an exterior facade, and renovation of four interior courtyards. Renamed Martin Luther King Jr. Plaza, the $19 million Oakland Community and Economic Development Agency (CEDA) project was recognized with a Governor's Award of Excellence in Historic Preservation, a California Preservation Foundation Award for Historic Renovation and Adaptive Reuse, and an Award of Excellence from the Woodwork Institute of California.

LYNN MANUEL, PE

Lead Civil Engineer

EDUCATION

BACHELOR OF SCIENCE, CIVIL ENGINEERING; UNIVERSITY OF SANTO TOMAS, PHILIPPINES

PROFESSIONAL ENGINEER

CA

MEMBERSHIPS

RAILWAY ASSOCIATION OF SOUTHERN CALIFORNIA

Ms. Manuel has more than 20 years of experience developing civil and site designs from the conceptual stage through the preparation of construction documents. She has provided design services for numerous public agencies involving transportation and infrastructure projects. Ms. Manuel is proficient in reviewing site conditions, preparing utility applications and environmental documents, and coordinating services with clients.

City of Anaheim ARC - Deputy Project Manager/Lead Civil Engineer

Oversaw the conceptual engineering and design of alternatives for Anaheim Rapid Connection (ARC), a planned 3.5-mile transit connection linking the Anaheim Regional Transportation Intermodal Center and greater Anaheim, CA. The connector was envisioned as a high-capacity system with fully integrated transit systems, including bus rapid transit, automated people mover, and streetcar alternatives that are fully integrated into the adjacent projects and developments. Ms. Manuel selected alignment and technology alternatives, developed the basis of design for the selected alternatives, and developed the conceptual engineering level design to support the preparation of environmental documents.

Orange County Sheriff's Department James A. Musick Jail Master Plan - Lead Civil Engineer

Generated conceptual layout and schemes for site and civil-related aspects of the master plan for the 7,500-bed James A. Musick Jail replacement in Irvine, CA. Ms. Manuel provided designs for the 100-acre site with the goal of providing a viable and workable master plan to be carried on until the facility's ultimate build-out.

LAWA LAX Landside Access Modernization Program - Deputy Project Manager and Civil Lead

Providing project management and civil design oversight for an automated people mover (APM) linking the Central Terminal Area at the Los Angeles International Airport (LAX) with a remote intermodal transit facility. The Los Angeles World Airports (LAWA) facilities include six stations, three moving pedestrian walkways, seven terminal interface vertical cores, five parking structures with more than 10,000 parking spaces, a west station processor with passenger check-in counters, and retail areas. The APM will be fully integrated into the overall airport landside program of roadway and parking garage improvements. It will provide driverless trains that will transport passengers through environmentally controlled stations and pedestrian connectors with moving walkways linking the APM and select parking garages with the terminal and the ground transportation program.

Orange County Sheriff's Department James A. Musick Jail Replacement Phase I - Lead Civil Engineer

Oversaw final design of site and civil-related items for Phase I of the James A. Musick Jail replacement in Orange County, CA. This phase of the project will provide necessary site facilities and accommodate 512 beds. The site has existing facilities that will remain operational even after the construction of Phase I.

RCTC Perris Valley Line - Project Manager/Task Leader

Oversaw the advanced preliminary engineering and final design of 16 at-grade crossings on the Perris Valley Line for the Riverside County Transportation Commission (RCTC). Ms. Manuel provided construction support and managed design changes during construction. The Perris Valley Line is a 22-mile extension of the Metrolink line from Riverside to Perris, CA.

ALAN BOSCH, PE

Drainage/Hydrology/Hydraulics

EDUCATION

BACHELOR OF SCIENCE, CIVIL ENGINEERING, UNIVERSITY OF CALIFORNIA, IRVINE

PROFESSIONAL ENGINEER

CA

TRAINING/CERTIFICATIONS

OSHA 10-HOUR CONSTRUCTION HEALTH AND SAFETY

MEMBERSHIP

AMERICAN RAILROAD ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA)

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS (NSPE)

Mr. Bosch is a senior rail and civil engineer with 20 years of experience on projects throughout Southern California and across the western United States. He is skilled in the design and planning of various types of railroad and civil public works projects, including freight rail, commuter rail, transit rail, high-speed rail, rail yards, intermodal facilities, rail stations, grade separations, grade crossings, roadways, grading, drainage, and utility coordination. Mr. Bosch has experience in all project phases, including alternatives analysis, conceptual design, engineering design, and bid document development and construction support, and has served in various capacities from project manager to construction support project engineer. He is well versed in common rail and roadway design standards, such as those of the American Railway Engineering and Maintenance-of-Way Association, the California Department of Transportation, AASHTO, and the Standard Specifications for Public Works Construction (Greenbook).

ACE Construction Authority Baldwin Avenue Grade Separation - Project Engineer

Designed a double-track railroad bridge over a 4-lane depressed roadway in El Monte, CA. Mr. Bosch designed roadway horizontal and vertical alignments, storm drains and sewers, and coordinated utilities for the $85.2 million Alameda Corridor-East (ACE) Construction Authority project. In addition, he helped to prepare hydrologic and hydraulic reports to comply with Los Angeles County Department of Public Works standards.

City of Brea Intersection Improvements - Project Engineer

Designed horizontal and vertical alignments, storm drainage, grading, and retaining wall layout for two intersection widening projects in Brea, CA. In addition, Mr. Bosch coordinated utilities, prepared monthly progress reports, and collaborated with subconsultants and city engineers.

SJRRC ACE Equipment Storage and Maintenance Facility - Lead Rail Engineer

Provided rail design support during construction for a new 64-acre facility in Stockton, CA, for the repair, maintenance, cleaning, and overnight storage of locomotives and cars used on the San Joaquin Regional Rail Commission (SJRRC)'s 86-mile Altamont Commuter Express (ACE) service and future passenger rail service expansions. Located at the hub of the Union Pacific Railroad's Sacramento and Fresno rail subdivisions, the $65 million facility will have the capacity for 12 six-car trainsets, eliminate inefficient train moves across the intersection of the railroads, and optimize maintenance activities. Mr. Bosch's responsibilities included providing rail-related technical support for responses to requests for information, submittals, and change order reviews. The facility the first of its type in the United States to be LEED® certified to the Silver level.

RCTC Perris Valley Line - Deputy Design Manager

Led a team of more than 15 engineers, including 7 subconsultants, in track design and the completion of specifications for the rehabilitation of more than 20 miles of track for this multidisciplinary Riverside County Transportation Commission (RCTC) project to upgrade an existing freight rail line for the 24-mile extension of Metrolink commuter rail service from Riverside to Perris, CA. The $247.2 million project includes construction of four stations, upgrade or closure of grade crossings, installation of a signal system, replacement of two railroad bridges, and construction of a new layover facility with locomotive service and inspection areas. The layover facility will provide capacity for overnight storage for four 6-car

ALAN BOSCH, PE

Drainage/Hydrology/Hydraulics

consists with future expansion capability for eight 10-car consists. Mr. Bosch coordinated closely with the architectural designers and other engineering disciplines to throughout the design process to keep the project on schedule and within the original budget despite client-initiated scope changes, such as the addition of a section of double tracking. He also assisted in the design of the 16 grade crossings along the alignment and provided coordination between the cities of Riverside and Perris with regard to their traffic requirements and preemption timings, which involved integrating the railroad signal system, traffic, Southern California Regional Rail Authority, and cities' requirements into a project-specific, cohesive set of specifications. In addition, Mr. Bosch oversaw and coordinated the preparation of bid documents, and is currently providing technical support for response to requests for information, submittal and shop drawings, and change order reviews.

CHSRA Los Angeles-to-Anaheim Project EIR/EIS - Lead Rail Engineer

Leading the planning and preparation of the EIR/EIS and associated preliminary engineering for the construction of a 30-mile-long high-speed rail line between Union Station in Los Angeles to Anaheim, CA. This is a high profile $6.2 billion project. This critical segment of the California High-Speed Rail Authority (CHSRA) project poses significant challenges associated with integrating high-speed rail service on a limited ROW traversing a dense urban area. The STV team recently completed the Administrative Draft EIR/EIS and 15% design documents for the segment on-time and within budget, and is currently developing environmental and engineering for the Final EIR/EIS. Mr. Bosch is currently leading the track design effort to support the local outreach effort with the numerous cities and local agencies impacted by this rail corridor.

SANDAG I-5 South Multimodal Corridor Study - Lead Rail Track Designer

Oversaw a multimodal corridor study for the I-5 corridor between San Diego and San Ysidro, CA, for the San Diego Association of Governments (SANDAG). The study involved the evaluation and development of track alignment alternatives to accommodate a new express light-rail service along the existing Blue Line. Mr. Bosch developed station layouts, typical sections, conceptual level cost estimates, and evaluation matrices, and prepared an analysis of existing trolley and freight operations. At each milestone, he presented a progress report to the rail team, which he incorporated into a final project report.

ACTA Henry Ford Avenue Grade Separation - Civil Engineer

Designed horizontal and vertical alignment alternatives during the conceptual stage of this Alameda Corridor Transportation Authority (ACTA) project in Wilmington, CA, including the feasibility of grade separating the West Basin lead track over Henry Ford Avenue. Mr. Bosch also designed detour roads and shoofly tracks, including horizontal alignment, vertical alignments, and typical sections of this 5,500-foot-long, multi-segment railroad and highway grade separation structure. In addition, he designed and drafted the final track roadbed grading, drainage, and typical sections using Inroads for MicroStation, and assisted in the design of complex construction phasing plans for the $2.4 billion project, which consisted of a 2-track railroad bridge over Dominguez Channel and freeway ramps; replacement of a single-track railroad bridge; widening of the Henry Ford Avenue vehicle bridge over the channel from four lanes to six lanes; and widening of the Henry Ford Avenue on-ramps and off-ramps at State Route 47 from two lanes to three lanes.

VIVEK KUMAR AGARWAL, SE, PE

Lead Structural Engineer

EDUCATION

MASTER OF SCIENCE, CIVIL ENGINEERING, STRUCTURAL ENGINEERING EMPHASIS; TEXAS A&M UNIVERSITY

BACHELOR OF TECHNOLOGY, CIVIL ENGINEERING; INDIAN INSTITUTE OF TECHNOLOGY DELHI

STRUCTURAL ENGINEER

CA

PROFESSIONAL ENGINEER

CA

TRAINING/CERTIFICATIONS

CALIFORNIA EMERGENCY MANAGEMENT ACT DISASTER SERVICE WORKER, CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

MEMBERSHIP

STRUCTURAL ENGINEERS ASSOCIATION OF SOUTHERN CALIFORNIA (SEAOSC)

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

Mr. Agarwal is a Civil and Structural Engineer with more than 10 years of experience providing design services for a wide range of new construction, renovation, and tenant improvement projects in California. He is skilled at analyzing and designing concrete, steel, and masonry structural elements, including calculating expected gravity, seismic, and wind load demands, and accounting for the minimum loads prescribed by applicable building codes and standards. Mr. Agarwal is experienced at preparing details and drawings for schematic, design development, and construction phases, and at preparing calculations for city plan check, Division of the State Architect, Office of Statewide Health Planning and Development, and peer reviews. He is also skilled at providing construction administration services, including shop drawing reviews, responses to RFIs, and on-site structural observations.

CSULB Beach Student Recreation and Wellness Center - Senior Engineer

Provided structural engineering design services for a new Student Recreation and Wellness Center at California State University, Long Beach (CSULB). The $70 million center includes a 2-story, 127,000-sf gymnasium building with basketball and racquetball courts, a running track, a rock climbing wall, and exercise rooms. Mr. Agarwal was also responsible for construction administration support.

USC Seismic Retrofits - Project Engineer

Investigated various buildings at the University of Southern California (USC) campus in Los Angeles for seismic loading and contributed to the preparation of retrofit schemes for deficient buildings. Mr. Agarwal modeled buildings using existing drawings, performed 3D analyses, obtained demands and capacities of lateral elements, and prepared construction drawings for retrofits and miscellaneous renovation work.

CDCR California Correctional Facility Healthcare Improvements - Engineer

Providing structural engineering services to the California Department of Corrections and Rehabilitation (CDCR) for new and renovated medical and mental health facilities at the California Institution for Men and the California Institution for Women in Chino. Work at the California Institution for Men has an estimated cost of $52.6 million and includes 13 subprojects to construct six new buildings, renovate existing buildings, CDCR Disability Placement Program (DPP) accessibility improvements, and infrastructure and ancillary improvements. Work at the California Institution for Women has an estimated cost of $17.9 million and includes five subprojects to construct one new building, two additions to existing buildings, renovate existing buildings, DPP accessibility improvements, and infrastructure and ancillary improvements. All new construction is in compliance with Office of Statewide Health Planning and Development requirements. Mr. Agarwal's responsibilities include construction administration support.

LAWA LAX Landside Access Modernization Program - Engineer

Providing structural engineering design services to design an automated people mover (APM) linking the Central Terminal Area at Los Angeles International Airport (LAX) with a remote intermodal transit facility. The APM will be fully integrated into the overall airport landside program of roadway and parking garage improvements. Elements include environmentally controlled stations and pedestrian connectors with moving walkways that will link the APM and select parking garages. Mr. Agarwal's responsibilities include designing pedestrian walkways, APM station roofs, and a processor building.

VIVEK KUMAR AGARWAL, SE, PE

Lead Structural Engineer

Walt Disney Imagineering Theme Ride - Project Engineer

Worked in a team of 14 engineers and designers to frame complex rock work and other building facilities for a ride at the Disney California Adventure theme park in Anaheim, CA. Mr. Agarwal designed steel structures, long-span steel trusses, roof-hanging catwalks, foundations, retaining walls, trenches, and other structures, and prepared construction documents. He coordinated with other disciplines, performed clash detection, and checked shop drawings for the project.

Maguire Properties The Michelson Building - Senior Engineer

Designed the lateral seismic system for a 20-story office building in Irvine, CA. The project involved in-depth peer review of the seismic design by a leading expert. The 605,000-sf tower had a total construction of cost of $270 million.

ALI MIR

Lead Environmental Planner

EDUCATION

BACHELOR OF SCIENCE, PUBLIC POLICY, MANAGEMENT, AND PLANNING; UNIVERSITY OF SOUTHERN CALIFORNIA

MEMBERSHIP

ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS (AEP)

AMERICAN PLANNING ASSOCIATION (APA)

NATIONAL HISPANIC ENVIRONMENTAL COUNCIL (NHEC)

Mr. Mir is an environmental planner with more than 10 years of experience managing and directing the preparation of CEQA- and NEPA-compliant clearances for a wide variety of public and private sector projects throughout California. These include Initial Studies, Notices of Exemption, Mitigated Negative Declarations (MNDs), EIRs, Mitigation Monitoring and Reporting Programs (MMRPs), Findings of No Significant Impact (FONSIs), EAs, and EISs. Mr. Mir has prepared and overseen the preparation of transportation and environmental planning documents for a variety of transit projects and transportation and environmental planning oversight for two streetcar projects. In addition, he has extensive inter- and intra-agency coordination, community outreach, and consensus-building experience for a broad range of projects, including with and on behalf of the FRA.

City of Coachella General Plan Update - Environmental Planning Lead

Maintained overall responsibility for the development of recommendations to avoid or minimize environmental impacts associated with the update of the development plan for Coachella, CA, through 2020. The scope of work involved the review and analysis of the existing Environmental and Public Facilities Conditions report and updated information provided by the city. Mr. Mir was responsible for a comprehensive EIR comprising an executive summary; a project description consistent with the requirements of CEQA guidelines; and an environmental impact analysis addressing issues associated with land use, transportation and circulation, air quality, noise, biological resources, cultural resources, public services and utilities, visual resources, hydrology and water quality, geology and soils, agriculture, hazards and hazardous materials, mineral resources, and growth-inducing impacts. Tasks Mr. Mir oversaw included a traffic study consisting of the review of existing roadway and intersection traffic volumes and operations, future roadway and intersection traffic volumes and operations, and a non-automotive impact analysis.

City of Fresno Fulton Corridor Specific Plan, Downtown Neighborhoods Community Plan, and Downtown Development Code - Environmental Planning Lead

Defined and oversaw the scope of work for program-level CEQA and project-level NEPA compliance documents addressing long-term, comprehensive land use, development, transportation, streets, parks, infrastructure, historic resources, health, and wellness plans for a 7,945-acre area of Fresno, CA. The proposed project seeks to change the development standards for a large portion of Fresno's historic downtown and adjacent suburban neighborhoods from traditional land-use based zoning to form-based zoning. Mr. Mir facilitated project team meetings and developed scopes of work for various technical team members to include in CEQA and NEPA compliance documents. He worked with design, planning, engineering, historic preservation, and hazards disciplines, and coordinated with public agencies to evaluate the potential environmental impacts of the combined plans and code. Mr. Mir also spoke at public meetings in regards to the CEQA and NEPA compliance associated with the proposed project.

County of Los Angeles Department of Regional Planning Third Street Corridor Specific Plan - Environmental Planning Manager

Led preparation of the EIR for the 20-year plan for an unincorporated area of East Lost Angeles. The 1,600-acre plan area is bisected by SR 60 and I-710 and primarily consists of residential neighborhoods with commercial uses along major thoroughfares. The population

ALI MIR

Lead Environmental Planner

density is estimated to be nearly double that of adjacent cities and seven times that of Los Angeles County overall, and also has a significantly larger rate of population increase than the rest of the county. The EIR identified the potential environmental effects of the various initiatives and development potential proposed in the plan, which targets transit-oriented development around four Los Angeles County Metropolitan Transportation Authority (Metro) Gold Line rail stations. The mobility strategy developed by Mr. Mir and his team centered on incorporating context-sensitive solutions that responded to the urban context, transit opportunities, pedestrian density, and pedestrian behavior; rebalancing the allocation and design of the public right-of-way in favor of bicyclists and pedestrians; reclassifying and adjusting key streets in an effort to incorporate existing traffic, bicycle, and pedestrian flows; adjusting street standards to calm traffic; and introducing a bicycle network that capitalized on the existing street network, existing and proposed parks and play fields, and adjacency to the Metro Gold Line route.

City of Paso Robles Uptown/Town Centre Specific Plan - Environmental Planning Manager

Prepared technical analyses of the environmental impacts of the 25-year plan for land use, aesthetics, cultural resources, historic resources, alternatives analysis, hydrology and water quality, population and housing, traffic and parking, geology and soils, public utilities, public services, and recreation for a 1,100-acre area in Paso Robles, CA. The plan provides a framework for revitalizing the existing uptown, establishing a stronger identity for the traditional downtown, and unifying a variety of uncoordinated planning efforts. Mr. Mir and his team addressed traffic circulation, public transit, and parking issues, and developed a range of sustainable strategies.

LAUSD South Region High School No. 4 - Environmental Planning Manager

Prepared an Initial Study and developed the scope of work for an EIR that assessed the potential impacts associated with the construction and operation of a new 1,809-seat high school on a 13.7-acre site in Long Beach, CA, consisting of four small learning communities with various shared facilities, including performing arts classrooms, a library, a career center, a health center, a multipurpose room, two gymnasiums, a food service and lunch shelter area, a central administration building, a student store, a security facility, playfields, and underground parking. The project site is located across the street from a port container storage facility. Adjacent to the site are active freight railroad tracks, and high-power electrical lines and belowground gas transmission pipes are also located in the vicinity. These unique geographic and land-use features created challenging environmental analysis issues within the CEQA document. Mr. Mir facilitated community outreach efforts and worked with project stakeholders to build consensus. There were substantial comments on the public draft document, which required him to develop a detailed Final EIR. The project was approved by the Los Angeles Unified School District (LAUSD) and completed as Rancho Dominguez Preparatory School for $180.7 million.

LIU YANG, PE, LEED®AP BD+C

Lead Mechanical Engineer

EDUCATION

BACHELOR OF ENGINEERING, MECHANICAL ENGINEERING; TSINGHUA UNIVERSITY

PROFESSIONAL ENGINEER

CA, AZ, DC, MI, MO, PA, WA

TRAINING/CERTIFICATIONS

LEED ACCREDITED PROFESSIONAL (AP) BUILDING DESIGN + CONSTRUCTION (BD+C)

LEED ACCREDITED PROFESSIONAL (AP)

MEMBERSHIP

AMERICAN SOCIETY OF HEATING, REFRIGERATING, AND AIR CONDITIONING ENGINEERS (ASHRAE)

Ms. Yang is a senior mechanical engineer with more than 15 years of experience providing design and field engineering support for major public and private new construction and improvement projects. She is skilled in performing analyses to create energy models for building and HVAC systems, and at identifying energy efficiency measures associated with building envelopes, fenestration, lighting/daylighting and controls, HVAC systems and equipment, and central plants. Ms. Yang is also adept at preparing and reviewing heating, cooling, and humidity load calculations; duct and pipe sizing and layouts; specifications; and cost estimates. In addition, she is experienced at performing field inspections, construction administration, submittal reviews, and punch list reviews. Ms. Yang is knowledgeable of the California Building Code and associated mechanical systems standards, California Title 24 energy efficiency requirements and documentation, and the LEED rating system for hospitals.

Caltrans District 4 Headquarters Improvements - Mechanical Engineer

Provided mechanical design services for the preparation of final plans, specifications, and estimates for tenant improvements to 20,000 sf of the California Department of Transportation (Caltrans) District 4 office building in Oakland, CA. The $2.5 million project includes 63 offices and reception and open work areas, as well as a library and conference and file rooms.

San Mateo County Community College District Asset Preservation and Onuma Implementation - Mechanical Engineer

Provided engineering support for the preparation of building information models for all buildings on each of the three campuses within the San Mateo County Community College District. The campuses are located in San Mateo, Redwood City, and San Bruno, CA. Ms. Yang's responsibilities include collecting engineering data.

Solano Community College District 2014 District-Wide Facilities Planning, Assessments, Cost Modeling, and Onuma Implementation - Mechanical Engineering Lead

Provided on-site assessment of existing mechanical equipment with QR quick response code tagging for easy retrieval of system information through the Onuma system in Fairfield, Vacaville, and Vallejo, CA. The firm led a Facilities Master Plan update supported by a local $348 million bond. Ms. Yang provided quality assurance services during the documentation of existing systems and their representation in the database.

Kaiser Permanente Union City Medical Offices Building Management System Upgrades - Mechanical Engineer

Performed mechanical engineering design for upgrades to the building management system at this facility in Union City, CA, including replacement of pneumatic control with direct digital control. Ms. Yang's responsibilities included preparing bid documents, attending site meetings, reviewing submittals, responding to requests for information, and conducting field observation of construction work.

Santa Clara Va
lley Medical Center Replacement Patient Tower - Lead Mechanical Engineer

Oversaw design of mechanical systems for a new 370,000-sf building at Santa Clara Valley Medical Center's main campus in San Jose, CA. The 6-story, 168-bed facility will serve as a rehabilitation center for traumatic brain injury and spinal cord injury patients, and will

LIU YANG, PE, LEED®AP BD+C

Lead Mechanical Engineer

include a therapy center, aquatic therapy pools, support offices, and a pharmacy. The $300 million building is intended to earn LEED Gold certification. Ms. Yang was actively involved with the mechanical system equipment selection, client presentations, design details and documentation, building information modeling, submittal review, and site meetings.

UCSF Mission Center Building Improvements - Project Engineer

Led mechanical design efforts and managed the mechanical, electrical, and plumbing design team for numerous renovation projects at the University of California, San Francisco (UCSF) Mission Center Building. The 6-story, 290,000-sf brick building was constructed in 1927 and houses UCSF Medical Center administrative offices, audit services, and research labs and animal care. Projects that Ms. Yang worked included upgrades to air handling units, office renovations, and IT room cooling system upgrades. She coordinated closely with the project designers to minimize impacts to the character of the building and the activities of its occupants.

Crocker Art Museum Expansion - Project Mechanical Engineer

Managed mechanical engineering from conceptual design through the submission of bid documents for a 2-story, 125,000-sf addition to a historic art museum in Sacramento, CA. Subsequently named the Teel Family Pavilion, the structural steel and concrete building houses five galleries; an art education center; onsite collections care facilities, including storage and a conservation lab; a 260-seat auditorium; a cafe; meeting rooms; and a new central plant. Ms. Yang coordinated closely with the architects and other engineering disciplines to address the challenges posed by the need to maintain precise temperature and humidity controls and to integrate the $100 million building's systems with the oversized steel beams and girders required to support very large static and dynamic loads.

ROBERT FEE, PE

Lead Electrical Engineer

EDUCATION

BACHELOR OF SCIENCE, ELECTRICAL ENGINEERING; NORTH DAKOTA STATE UNIVERSITY

PROFESSIONAL ENGINEER

CA, AZ, DC, MA, MI, UT, WA

Mr. Fee is Chief Electrical Engineer of STV's Western Region and a project manager with more than 40 years of professional experience in electrical design. He has provided design and design management of electrical systems for numerous rail projects in Southern California and throughout the country. Mr. Fee has also performed design, remodeling, upgrade, and modification of electrical systems for education, commercial, industrial, military, and laboratory facilities.

City of Los Angeles Convention Center LACOEX - Electrical Engineer

Reviewed electrical design for the new 200,000-sf Los Angeles Convention Center LACOEX hall, which will feature a multi-level glass atrium, a large interior multipurpose space, and meeting rooms. The $315 million City of Los Angeles project also includes a new free-standing ballroom building and the expansion of the plaza outside the Convention Center's main entrance.

LAUSD Valley Region High School #9 - Electrical Engineer

Performed design review and provided construction-phase support for a $48.4 million, 97,500-sf high school addition to an existing Los Angeles Unified School District (LAUSD) campus in Van Nuys, CA, including a 2-story classroom building, a library, an administration building, a gym, a food service building, and a lunch shelter.

William S. Hart Union High School District Saugus High School Modernization - Electrical Engineer

Provided design of electrical systems for the $33.5 million modernization and reconstruction of a high school in Santa Clarita, CA. The project included a new 1-story, 20,000-sf laboratory and classroom building; a new 2-story, 18,000-sf combined library and administration building; replacement of the food service building; and full ADA compliance upgrades for the entire 52-acre campus. In addition, original buildings including a gym, a woodshop, a custodial services building, and 10 classroom buildings were completely renovated with new interiors and upgraded HVAC systems, and fiber-optic lines and other Internet access upgrades were installed in each classroom.

William S. Hart Union High School District Arroyo Seco Junior High School Modernization and Reconstruction - Electrical Engineer

Provided design of electrical systems for the $43 million modernization and expansion of a junior high school in Valencia, CA. The scope of work included the remodeling of eight existing 9,000-sf classroom buildings; conversion and expansion of a former library into a new 2-story, 11,000-sf modular classroom and lab building; conversion and expansion of a former gymnasium and student shower areas into a new library; construction of a new 1-story, 11,200-sf gymnasium; the addition of 1,280 sf of new administrative space to an existing building; and the construction of a new 1-story 9,465-sf science building. Mr. Fee provided fire alarm upgrades and code compliant signage, along with extensive design work to meet Division of the State Architects requirements, including ADA guidelines. The logistically challenging, schedule-driven project required working seven days a week to produce complete documents and interim reports in order for the district to compete for state funds.

ROBERT FEE, PE

Lead Electrical Engineer

Caltrans District 4 Headquarters Improvements - Electrical Engineer

Provided electrical engineering services for preliminary through final design — including plans, specifications, and cost estimates — for tenant improvements to 20,000-sf of the 11th floor of the California Department of Transportation (Caltrans) District 4 office building in Oakland, CA, to accommodate the district's attorneys' offices. The project included 63 offices and reception and open work areas, as well as library, conference, and file rooms. Mr. Fee also provided design support during construction of the $2.5 million project.

LAWA LAX Transportation Infrastructure Development Plan and Program - Electrical Engineer

Providing electrical design services for an automated people mover (APM) linking the Central Terminal Area with a remote intermodal transit facility as part of the Los Angeles World Airports (LAWA) Los Angeles International Airport (LAX) Transportation Infrastructure Program. The APM will be fully integrated into the overall airport landside program of roadway and parking garage improvements. It will provide driverless trains that will transport passengers through environmentally controlled stations and pedestrian connectors with moving walkways that will link the APM and select CTA parking garages with the terminal and ground transportation program.

LACDPW Camp Vernon Kilpatrick Replacement - Electrical Engineer

Prepared electrical design for the programming and bridging documents for the Los Angeles County Department of Public Works (LACDPW) for design-build bidding for the estimated $41 million replacement of the Camp Vernon Kilpatrick juvenile probation campus in Malibu, CA. The two large residential dormitories will be replaced with four 6,625-sf cottages to which the 120 residents can be assigned according to their treatment needs. Other new structures will include a 6,900-sf administration building, a 3,400-sf support center, and a 5,000-sf ancillary building. Parking, utilities, and security will also be updated, and a new multipurpose athletics field is planned. The new campus is intended to earn LEED® Silver certification.

BGPAA Bob Hope Airport RITC PM/CM - Electrical Engineer

Reviewed electrical designs in support of program and construction management (PM/CM) services for a Regional Intermodal Transportation Center (RITC) at Bob Hope Airport in Burbank, CA. The $87.5 million Burbank-Glendale-Pasadena Airport Authority (BGPAA) project includes a 3-level, 505,000-sf consolidated rental car facility; a bus transit area; an elevated walkway with automated people mover connecting to the airport terminal; and a 5-level, 1,043-space valet parking structure.

CRAIG PHELPS

Project Controls

EDUCATION

COURSEWORK IN BUSINESS; CALIFORNIA STATE UNIVERSITY, FULLERTON

ASSOCIATE OF ARTS, BUSINESS MANAGEMENT; IRVINE VALLEY COLLEGE

Mr. Phelps is a project controls specialist with more than 10 years of experience developing, implementing, and managing project systems for engineering and environmental science consulting projects. His knowledge of project management techniques, information systems, and operations provides a solid foundation for developing and executing project work plans. Mr. Phelps has a successful track record of managing a broad range of critical project controls including project planning work breakdown structure (WBS) and work plan development, budgeting, earned value monitoring, document management, team coordination, and the reporting required for a project to run smoothly. He is also very familiar with California High-Speed Rail Authority (CHSRA) processes and standards.

Caltrans Districts 7 and 12 Projects - Assistant Project Manager

Provided assistance with the budget and timeline tracking for the environmental review of several projects for Caltrans Districts 7 and 12. Mr. Phelps also assisted with accounting audits.

Metro Project Management Assistance - Project Manager

Serving as liaison with client representatives to ensure proper and timely project management throughout the life of the contract through 2016 for the Los Angeles County Metropolitan Transportation Authority (Metro). Mr. Phelps allocates resources on schedule, manages the contract budget, prepares contract reports, controls and monitors costs, and provides periodic budget and project progress reports.

RCTC Perris Valley Line - Project Controls Specialist

Providing project controls support for a 24-mile extension of Metrolink commuter rail service to connect downtown Riverside, Moreno Valley, and Perris, CA, for the Riverside County Transportation Commission (RCTC). The estimated $247.2million extension will include four new stations along an existing freight rail corridor. In addition to budget monitoring, forecasting, and scheduling assistance, Mr. Phelps is identifying and monitoring the development of additional services, assuring that these efforts are properly documented and communicated in project meetings and monthly reports; that decision logs are updated; and that the budgets for additional services are communicated with the client, project design team, and subconsultants to enable the project to stay within budget and on schedule.

Alameda County Transportation Authority Projects - Assistant Project Manager

Assisted project managers with the budget and timeline tracking for the environmental review of several rail projects for the Alameda County Transportation Authority. Mr. Phelps also assisted with accounting audits.

CHSRA Burbank-to-Anaheim Corridor Environmental and Engineering Services - Project Controls Specialist

Providing project controls services for planning, preliminary engineering, alternatives development, financial and programming analysis, stakeholder coordination, environmental services, and ROW preservation for the 50-mile Burbank-to-Anaheim high-speed rail corridor. The firm is responsible for the day-to-day management, oversight, and coordination of the technical teams preparing all levels of project design, alternatives analyses, environmental technical reports, and draft and final EIR and EIS documents for the California High-Speed Rail Authority (CHSRA) project.

CRAIG PHELPS

Project Controls

CHSRA Madera-to-Fresno Construction Package 1 ICE-ISE - Assistant Project Manager

Conducting weekly budget monitoring and staff coordination to meet the project objectives and budget of a section of the California High-Speed Rail Authority (CHSRA), an 800-mile high-speed rail line from Sacramento to San Diego. The firm is providing independent checking engineer (ICE) and independent site engineer (ISE) services for the initial 29-mile section between Fresno and Madera, CA. The $1 billion design-build project involves erecting a 1.2-mile viaduct and constructing three major bridges in addition to more than 35 small bridges, as well as cutting a 1.7-mile trench under SR 180.

CHSRA Los Angeles-to-Anaheim Project EIR/EIS - Project Controls Specialist

Managing project and document control on behalf of the California High-Speed Rail Authority (CHSRA) for the construction of a 30-mile high-speed rail line between Los Angeles and Anaheim, CA. The project is part of a proposed 800-mile inter-regional line connecting major metropolitan areas of the state. The Los Angeles-to-Anaheim section is the first of its kind in the United States, and the firm is providing engineering design support for the development of the EIR/EIS. Mr. Phelps is managing the development and execution of the annual work program and its associated milestone schedule, monitoring allocated budgets and their funding sources, coordinating deliverable submissions and meetings, and assisting with scheduling and invoicing as the firm works with an extensive network of stakeholders and decision-makers along the segment — including cities and counties, elected officials, local agencies such as the Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and railroads such as BNSF Railway Company and Union Pacific Railroad — to develop the necessary planning and engineering documentation to generate a draft EIR/EIS.

JONATHAN BONESTEEL

Claims Mitigation Manager

FIRM

MCMILLEN JACOBS ASSOCIATES

EDUCATION

MASTER OF SCIENCE, PROJECT MANAGEMENT; UNIVERSITY OF WISCONSIN

BACHELOR OF ARTS, ENGLISH AND LIBERAL STUDIES; CALIFORNIA STATE UNIVERSITY

PROFESSIONAL ACCREDITATION/TRAINING

CERTIFIED PLANNING & SCHEDULING PROFESSIONAL (PSP), AACE INTERNATIONAL

CERTIFICATE IN PROJECT MANAGEMENT, UCLA EXTENSION

CERTIFICATE IN PROJECT MANAGEMENT (SEQUENTIAL), UCLA EXTENSION

CERTIFICATE IN CONSTRUCTION MANAGEMENT, UCLA EXTENSION

CERTIFICATE IN PARALEGAL STUDIES, UCLA EXTENSION

MEMBERSHIPS

ASSOCIATION FOR THE ADVANCEMENT OF COST ENGINEERING INTERNATIONAL (AACEI)

AMERICAN PUBLIC WORKS ASSOCIATION (APWA)

Mr. Bonesteel has more than 15 years of experience in project management, construction management, construction claims, and aerospace/aviation claims. He has expertise in developing and analyzing CPM schedules, evaluating and preparing findings involving construction claims, and analyzing key documents for entitlement-related issues. As an Associate in the Claims and Dispute Resolution Group, he is currently responsible for claims resolution services for a general contractor on a HOV highway improvement project. Prior to joining McMillen Jacobs Associates, Mr. Bonesteel was a Project Controls Manager for over seven years, providing Facilities Program/Project Scheduling at Los Angeles Unified School District.

El Camino Community College, New Classroom Building - Claims Analysis

This project consists of a new 4-story, 150,000-sf classroom building featuring 58 classrooms, faculty offices, computer labs, tutoring center, and landscaping around the building in Torrance, CA. McMillen Jacobs Associates was retained by the general contractor to assist in claims analysis and expert witness services for mediation and a subsequent arbitration. The initial contract amount was $20.7 million dollars with a planned completion date in October 2011. The project was delayed due to issues involving DSA approved drawings, numerous RFIs, various contract administration issues, and other events which delayed the critical path of the project. Mr. Bonesteel provided support with document reviews of construction budgets, construction schedules, meeting minutes, RFI logs, and expert witness depositions in preparation of expert reports utilized in mediation and arbitration.

Palo Alto High School - Claims Analysis

The project consists of the construction of a New Classroom Building and a New Media Arts Center on the existing Palo Alto High School campus in Palto Alto, CA. A contract for $25,150,000 was awarded to Taisei Construction Corporation (Taisei). The initial contract completion date was June 1, 2013. The project encountered delays related to inadequate design documents, changes to the original contract documents, and maladministration of the contract. Mr. Bonesteel provided support through contemporaneous schedule reviews, document reviews for disputed extra work, review of Time Impact Analyses (TIAs) based on a Delay Matrix, and review of expert witness depositions in preparation for mediation.

I-5 HOV Improvement Project - Magnolia Boulevard to SR-134 - Claims Analysis

This $57.8 million dollar project consists of constructing one HOV lane in each direction along I-5 from Magnolia Boulevard to SR-134 in Burbank, CA. The general contractor retained McMillen Jacobs Associates to provide claims and dispute resolution services concerning periodic contract-required CPM updates, forensic as-built analysis, key document reviews, and submission of time impact analyses requesting contract time extensions for delays that had occurred on the project. Schedule narratives describing job problems were developed and included with the periodic CPM updates providing supplemental notice to the Owner of ongoing job problems.

CityCenter – Harmon Tower - Claims Analysis

Mr. Bonesteel provided schedule review analysis and assisted in the development of a trial testimony PowerPoint presentation. The case settled prior to the start of trial. This $500 million dollar claim consists of constructing a high rise casino hotel and residence building. McMillen Jacobs Associates was retained by the general contractor to provide claims and

JONATHAN BONESTEEL

Claims Mitigation Manager

dispute resolution services in analyzing certain issues related to the construction of the Harmon Tower in Las Vegas, NV, for various guaranteed maximum price contracts. Services rendered included document review for entitlement, contemporaneous schedule reviews, expert analysis reports, expert witness deposition testimony including rebuttal analysis, and preparation for trial.

Capital Improvement Program, Los Angeles Unified School District - $20B Bond Program - Project Controls Manager

Mr. Bonesteel continually developed, integrated, and maintained new project schedules for new construction projects, and renovation/upgrade projects on existing facility sites including library, community based facilities, and portable building projects. He collaborated with project managers to provide project schedules during scoping in preparation for funding, through multiple phases of planning, development, and procurement. He coordinated with program and project managers to develop pre-planning processes and logic sequences of multi-phased project schedules from development to design and into procurement. He also reviewed and provided direction to mitigate increased scope resulting in schedule slippage and cost variances; performed quantitative analysis of project milestones compared to current master schedule project baselines for detailed project summary and critical path analysis; worked closely with program and project managers to identify project risks and provide "what if" scenario recovery schedules to mitigate schedule impacts.

AECOM (URS Corporation) Claims Group - Junior Claims Scheduler/Claims Analyst

Mr. Bonesteel provided Critical Path Method (CPM) analysis of monthly P6 schedule updates for private sector clients (biotechnology and entertainment) and public sector clients (wastewater and transportation) with projects valued from $2 million to $550 million. He performed milestone analysis in reviewing contractor construction records, cash flow analysis in examining invoices and payment applications for delay cost comparisons; drafted CPM windows analysis in preparation of client meetings between parties associated within each project; reviewed project submittals, RFIs, and contract specifications for use in CPM analysis; and created monthly schedule update narratives on the project status, CPM analysis of changes/additions/deletions of activities versus the baseline schedule. Mr. Bonesteel reviewed contract specifications for financial and schedule structure related to project liquidated damages clauses; reviewed cash flow versus project schedules to provide cost analysis through the project life cycle of subcontractor/contractor firms; developed PowerPoint presentations for client meetings detailing contract requirements, CPM analysis, performance/deliverable methodologies and documentation used to provide basis of analysis; and reviewed historic construction cost data and compared payment application requests to as-bid contract documents for over-payments.

ELIZABETH SOLÍS

Labor Compliance Manager

FIRM
THE SOLÍS GROUP

EDUCATION
TURNER SCHOOL OF CONSTRUCTION MANAGEMENT

PROFESSIONAL ACCREDITATION/TRAINING
CALTRANS CONSTRUCTION MANAGEMENT AND TRAINING PROGRAM

MEMBERSHIPS
NAWIC, BOARD MEMBER

CMAA, SOUTHERN CALIFORNIA

WTS, LOS ANGELES

AMERICAN PUBLIC TRANSPORTATION ASSOCIATION

With 18+ years of experience supporting public agency enforcement of prevailing wage and labor code compliance, as well as community and diversity program monitoring, Ms. Solís has a knack for balancing contractor education and support alongside effective enforcement of owner requirements. This comes from her experiences serving as a member of the project team, working directly for the contractor, and as the owner's representative. Ms. Solís maintains an open line of communication with all stakeholders and works closely with the unions, trades, hiring halls, WorkSource programs, and other community-based organizations to facilitate apprenticeship training, local worker job placement, and contractor compliance with owner requirements, including Federal and State prevailing wage requirements. She oversees the TSG team and manages all aspects of Labor Compliance Program administration, DBE program monitoring, and diversity outreach programs.

City of Garden Grove, Various Projects - Labor Compliance Administrator

Ms. Solís was responsible for conducting pre-construction conferences with the contractors and managed a staff of payroll record auditors in their review of certified payroll records. She audited and conducted underpayment investigations, drafted determinations, and managed enforcement activities such as notifications of violations and assessments. She was also responsible for providing technical assistance and education to the public works agencies, prime contractors subcontractors, and workers. Ms. Solís prepared and submitted monthly reports to the City and an annual report to the Department of Industrial Relations (DIR).

Water Replenishment District of Southern California, Leo J. Vander Lans Water Treatment Facility Expansion Project - PLA Administration

Ms. Solís served as the Senior PM on this $33M project, responsible for contractor education and support, monitoring and enforcing all LCP and PLA provisions, grievance processing, and facilitating labor-management cooperation. Because this project received Proposition 84 funding, Ms. Solís was responsible for creating the LCP Manual and shepherding the program application through the Department of Industrial Relations (DIR) for the approval of the District's LCP, as well as fully implementing the LCP protocols for the life of the construction project.

Metropolitan Water District of Southern California, Weymouth Power System Upgrade Project - Labor Compliance Administration

Ms. Solís served as the Labor Compliance Manager for the District's $50M upgrade project. She was responsible for contractor education and support, and monitoring and enforcing all Labor Compliance provisions. Site interviews were conducted to back-test the compiled data against the interview reports for accuracy. Ms. Solís worked diligently to ensure all contractors were educated on the California labor laws applicable to this project and that the required reports were submitted to the DIR in a timely manner. By maintaining continuous communication with the District, Ms. Solís was able to inform the agency of any discrepancies and be proactive in their resolution.

ELIZABETH SOLÍS

Labor Compliance Manager

Los Angeles County Metropolitan Transportation Authority, Crenshaw Corridor/LAX Transit Corridor - Labor Compliance Administrator

The Solís Group (TSG) sits on the Labor Compliance bench for LACMTA and Ms. Solís serves as the Labor Compliance Administrator for this $1.7 Billion project that will create a new transit line from mid-city Los Angeles to the Los Angeles International Airport. In this role, she interfaces with the agency's construction teams and project contractors in order to monitor their compliance with State and Davis-Bacon prevailing wage regulations. Ms. Solís informs the contractors of their requirements and obligations during the pre-bid and pre-job walk throughs, and conducts pre-construction conferences to educate stakeholders. With her direction, TSG staff collect certified payroll records and monitor wage underpayment and apprenticeship utilization. She manages on-site interview activities and provides technical assistance when necessary. Ms. Solís prepares reports for the agency to educate them on the status of the contractor's compliance with labor compliance requirements for this project, and develops corrective action plans as required.

AURELIO MARQUEZ

Public Outreach

FIRM
LEE ANDREWS GROUP

EDUCATION
BACHELOR OF ARTS, ECONOMICS AND LATIN AMERICAN STUDIES; MINOR IN SOCIOLOGY; UNIVERSITY OF PENNSYLVANIA

Mr. Marquez brings over seven years of experience in local government and public affairs to Lee Andrews Group. Before joining the firm, he worked in public affairs where he served as an Account Manager for the California High Speed Rail project. In this role, Mr. Marquez was responsible for managing the public outreach campaign to engage dozens of communities along many alignments during the public scoping process. He has extensive hands on CEQA/NEPA compliance experience.

Mr. Marquez also served in the City of Los Angeles' Office of Mayor Antonio Villaraigosa in several capacities. Working in the Mayor's Office of Economic Development, he recruited minority owned businesses to help with contracting/procurement as well as financing opportunities. As a Legislative Aide for the Mayor's Office, Mr. Marquez worked with the Los Angeles City Council facilitating communications between elected officials, legislators, staff, agency personnel, stakeholders, and constituents in the development and advancement of legislation. As Director of Advance, he worked on all aspects of event logistics and coordination from press conferences to State of the City addresses.

California High Speed Rail - Stakeholder Outreach

Managed the stakeholder outreach from strategy to implementation, including community walks, supporter mobilizations, stakeholder meetings, and other community events. His work on the CEQA/NEPA scoping meetings on the segment between Burbank and Palmdale included working with federal, local, and state agencies on the Draft Environmental Impact Report. Mr. Marquez created staffing allocations and account budgets and oversaw the completion of each phase of the account. He assisted in the community input sections of the draft environmental documents that were necessary for environmental clearance, and worked with residents to secure "Permission to Enter" during environmental studies.

Honeywell - Community Outreach

Mr. Marquez was responsible for working with Honeywell to interact with communities regarding complex environmental remediation issues. He was responsible for planning and implementing community walks and peer-to-peer engagement in the Southern California Region. Mr. Marquez was tasked with informing the community of potential hazardous materials, what measures Honeywell was undertaking to examine the extent of the contamination and, if necessary, the environmental remediation process that would follow.

Press Conferences/Events/State of the City, Office of the Los Angeles, Mayor Antonio Villaraigosa - Community Outrach

Mr. Marquez helped to coordinate press conferences and public appearances for the Mayor of Los Angeles, including State of the City addresses. He facilitated introductions, fielded questions, and helped the mayor adhere to his busy schedule of events in multiple locations.

Office of the Los Angeles, Mayor Antonio Villaraigosa - Legislative Deputy

Mr. Marquez facilitated and coordinated communication between a variety of elected officials and constituents in the development and advancement of legislation.

City of Los Angeles - Program and Communications Manager

Mr. Marquez coordinated outreach events and workshops, and produced all communication materials for the City of Los Angeles' Minority Business Opportunity Center. He collaborated with a range of departments in providing assistance for minority business participation, including the Harbor Department, Los Angeles World Airports, and the Department of Water and Power.

EXHIBIT C

FEE SCHEDULE

STV 100 Years

July 5, 2016

Mr. Arash Rahimian, Associate Engineer
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Re.: The Lions Park Projects
Professional Construction Management Services - Fee Proposal

Dear Mr. Rahimian:

STV is pleased to submit our revised Fee Proposal for the subject project.
STV's not-to-exceed fee is:
Two million eight hundred ninety-four thousand fifty six dollars and twenty one cents..... ***$2,894,056.21***

STV's mission is to deliver the Lions Park Projects using high-quality tried and tested construction management services that meet the City of Costa Mesa's expectations. We look forward to serving you on this assignment.

Should you require any further information, please contact me at (213) 673-1920 or sam.yu@stvinc.com.

Sincerely,
STV Construction, Inc.

Sam Yu, CCM, DBIA, LEED®AP BD+C
Vice President, Principal-in-Charge

1055 WEST SEVENTH STREET, SUITE 3150
LOS ANGELES, CALIFORNIA 90017-2556
(213) 482-9444 FAX: (213) 482-5278

STV

City of Costa Mesa - "The Lions Park Projects"
Staffing Plan / Fee Schedule

PROJECT PHASE DESCRIPTION

FY 2017: Q3 (5–9), Q4 (10–12), Q1 (1–3), Q2 (4–6), Q3 (7–9), Q4 (10–12)
FY 2018: Q1 (1–3), Q2 (4–6), Q3 (7–9), Q4 (10–12), Q1 (1–3), Q2 (4–5)

- Design Development Phase - Present thru Mar 2017 & Permitting
- Phase 1 - Permit
- Phase 1 Bid & Award - General Contractor
- Phase 1-Demo Existing Neighborhood Community Center / Site Work
- Phase 1 - Construct New 20,000SF Library / Park Improvments / Historical Society Parking Lot
- Phase 1 - New Library Occupancy
- Phase 2 - Permit
- Phase 2 Bid & Award - General Contractor
- Phase 2 - Renovate Existing 8,000SF Library to New Neighborhood Community Center
- Project / Financial Closeout

CORE PROJECT TEAM SERVICES

Name	Title	Hours	FY 16 / 17 Rate	FY 2018	FY 2019	FY 2020	Amount
Sam Yu	Principal-In-Charge	188	$ -	$ -	$ -	$ -	$ -
Michael McAlpine	Project Executive	116	$ 200.00	$ 205.00	$ 210.13	$ 215.38	$ 23,523.26
James H. Adams, AIA	Project Manager	5960	$ 165.00	$ 169.13	$ 173.35	$ 177.69	$ 1,013,447.74
Key Khadem	Project Engineer	5240	$ 120.00	$ 123.00	$ 126.08	$ 129.23	$ 649,914.75
John Thune	Lead Inspector	3000	$ 140.00	$ 143.50	$ 147.09	$ 150.76	$ 433,713.35
Ana Budde	Admin Assistant / Doc Control	1320	$ 70.00	$ 71.75	$ 73.54	$ 75.38	$ 95,371.59
Constructability Review (At 50% & 100% CDs) / BIM Modeling Support		480	$ 145.00	$ 148.63	$ 152.34	$ 156.15	$ 69,600.00
Estimating Srvcs (At 50% & 100% CDs / Construction)		560	$ 145.00	$ 148.63	$ 152.34	$ 156.15	$ 82,547.09
Project Scheduler (Design / Construction)		424	$ 145.00	$ 148.63	$ 152.34	$ 156.15	$ 62,887.26
LEED Enhanced Commissioning (CxA) for New Library Bldg (LEED GOLD) & Neighborhood Comm Ctr (LEED Silver)		500	$ 160.00	$ 164.00	$ 168.10	$ 172.30	$ 82,578.97
Hazardous Material Assessment - Lead / Asbestos Visual Insp for the Exist'g NCC & Library (Group Delta - Included in Material Testing below)		16	$ 200.00	$ 205.00	$ 210.13	$ 215.38	$ 3,200.00
Additional Work Items as Directed by the City (City Allowance)		Allowance	$ -	$ -	$ -	$ -	$ 100,000.00
After Hours Public Outreach (City Allowance)		Allowance	$ -	$ -	$ -	$ -	$ 50,000.00
Materials Testing & Special Inspections (Group Delta Proposal)		Allowance	$ -	$ -	$ -	$ -	$ 227,272.20
Total Man-Hours		17804					
Total Daily Rate			$ 1,490.00	$ 1,527.25	$ 1,565.43	$ 1,604.57	
Total Project Amount							$ 2,894,056.21

Name	FY 2017 Q3					Q4			Q1			Q2			Q3			Q4		
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Sam Yu				8	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Michael McAlpine						8	8	4	4	4	4	4	4	4	8	8	8	2	2	2
James H. Adams, AIA						80	40	80	80	80	80	80	80	80	160	160	160	160	160	160
Key Khadem														40	160	160	160	160	160	160
John Thune															80	80	80	80	80	80
Ana Budde												8	16	16	40	40	40	40	40	40
Constructability Review (At 50% & 100% CDs) / BIM Modeling Support						120	100	100	80	80										
Estimating Srvcs (At 50% & 100% CDs / Construction)						40	80	80	60	20							8	8	8	16
Project Scheduler (Design / Construction)								40	40	40					16	16	16	8	8	8
LEED Enhanced Commissioning (CxA) for New Library Bldg (LEED GOLD) & Neighborhood Comm Ctr (LEED Silver)								20	20	20	20				16	16	16			16
Hazardous Material Assessment - Lead / Asbestos Visual Insp for the Exist'g NCC & Library (Group Delta - Included in Material Testing below)											16									
Additional Work Items as Directed by the City (City Allowance)																				
After Hours Public Outreach (City Allowance)																				
Materials Testing & Special Inspections (Group Delta Proposal)																				
CORE PROJECT TEAM - Monthly Totals	0	0	0	8	8	256	232	328	288	248	124	96	104	144	484	484	492	462	462	486

Name	FY 2018 Q1			Q2			Q3			Q4			Q1			Q2	
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5
Sam Yu	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Michael McAlpine	2	2	2	2	2	2	2	2	2	2	2	2			4	2	2
James H. Adams, AIA	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
Key Khadem	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
John Thune	120	120	160	120	120	120	80	80	80	80	80	160	160	80	80	80	80
Ana Budde	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Constructability Review (At 50% & 100% CDs) / BIM Modeling Support																	
Estimating Srvcs (At 50% & 100% CDs / Construction)	16	16	16	16	8	8	8	8	8	8	8	8	8	8	8	8	8
Project Scheduler (Design / Construction)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	16	16	16
LEED Enhanced Commissioning (CxA) for New Library Bldg (LEED GOLD) & Neighborhood Comm Ctr (LEED Silver)		16		16	16	16		16			32	32	32	16	24	24	16
Hazardous Material Assessment - Lead / Asbestos Visual Insp for the Exist'g NCC & Library (Group Delta - Included in Material Testing below)																	
Additional Work Items as Directed by the City (City Allowance)																	
After Hours Public Outreach (City Allowance)																	
Materials Testing & Special Inspections (Group Delta Proposal)																	
CORE PROJECT TEAM - Monthly Totals	510	526	550	526	518	518	462	478	462	462	494	574	572	476	496	494	486

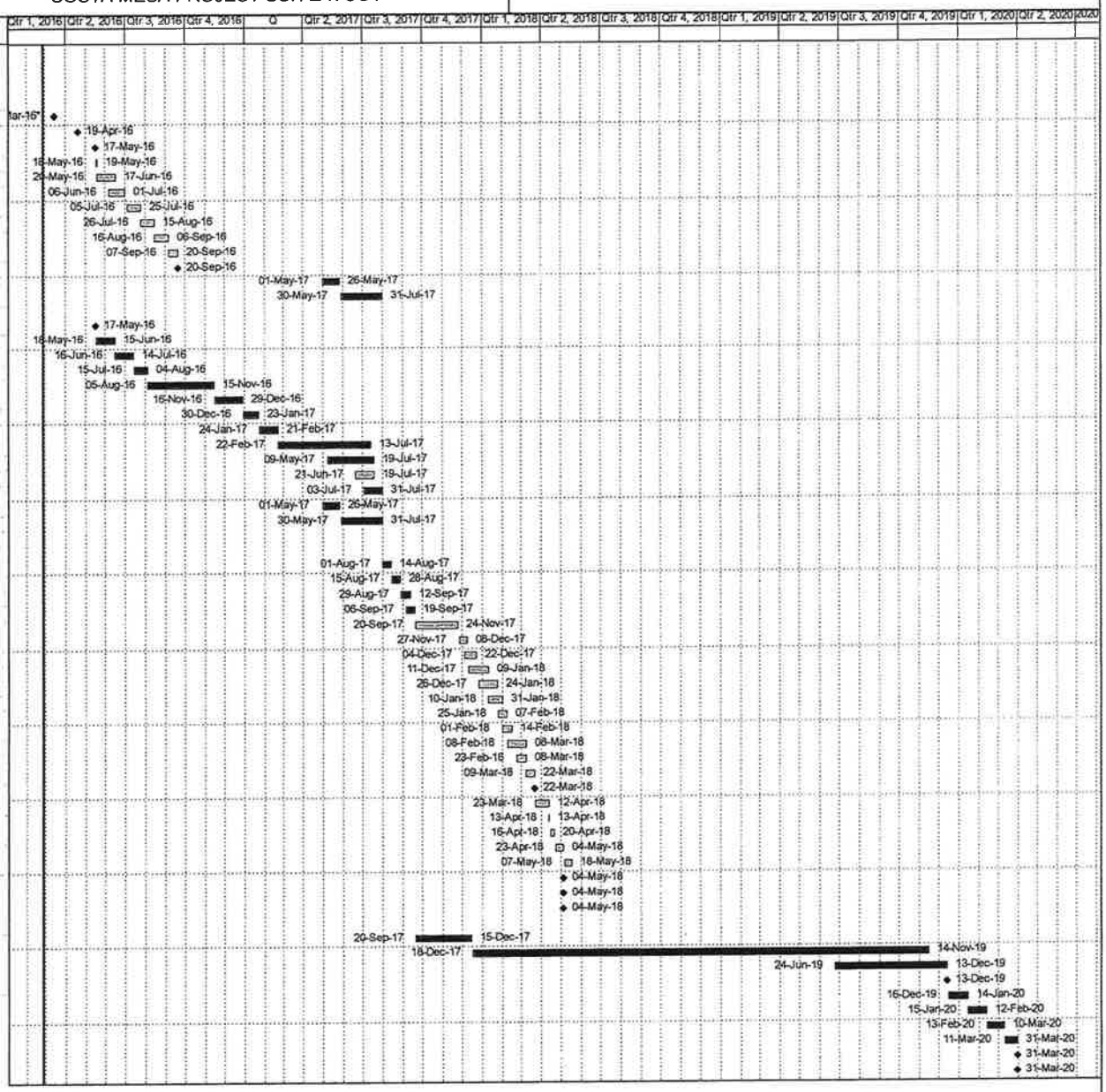
EXHIBIT D

PROJECT SCHEDULE

COSTA MESA PROJECT SCH LAYOUT

10-Mar-16 16:18

Activity ID	Activity Name	OD	Early Start	Early Finish
City of Costa Mesa		1049	15-Mar-16	31-Mar-20
Department of Public Services/Engineering Division		1049	15-Mar-16	31-Mar-20
PLANNING,DESIGN & PROCUREMENT		348	15-Mar-16	31-Jul-17
Remodelling of Existing Library Bldg.(Conversion to New NCC)		348	15-Mar-16	31-Jul-17
DDL000	CM Proposal Submission to City of Costa Mesa	0	15-Mar-16	
DDL0050	City Council Award CM Contract	0		19-Apr-16
DDL0100	Kick Off Meeting	0		17-May-16
DDL1000	Site Assesment & Evaluation	2	18-May-16	19-May-16
DDL1010	Design Reconfiguration	20	20-May-16	17-Jun-16
DDL1020	Prelim Design Reconfiguration Review	20	06-Jun-16	01-Jul-16
DDL1025	Estimate & Budget Review	15	05-Jul-16	25-Jul-16
DDL1026	Value Engineering	15	26-Jul-16	15-Aug-16
DDL1028	Constructability Review	15	16-Aug-16	06-Sep-16
DDL1030	Permit & Regulatory Agency Final Review	10	07-Sep-16	20-Sep-16
DDL1050	Design Reconfiguration Completion	0		20-Sep-16
DDL1060	Advertise Bid	20	01-May-17	26-May-17
DDL1140	Bid Process/GC Contract Award	44	30-May-17	31-Jul-17
Const. of New Library (Conversion of Existing NCC Bldg.)		302	17-May-16	31-Jul-17
NCC2040	Kick Off Meeting	0		17-May-16
NCC2045	Schematic Design	20	18-May-16	15-Jun-16
NCC2050	Schematic Design Review/Approval	20	16-Jun-16	14-Jul-16
NCC2070	Prelim Estimate	15	15-Jul-16	04-Aug-16
NCC2090	Design Development	70	05-Aug-16	15-Nov-16
NCC2095	Design Development Review/Approval	30	16-Nov-16	29-Dec-16
NCC2110	VE and Constructability Review	15	30-Dec-16	23-Jan-17
NCC2130	Prelim Regulatory Agency Review & Approval	20	24-Jan-17	21-Feb-17
NCC2160	Construction Documents	100	22-Feb-17	13-Jul-17
NCC2170	Construction Documents Review/Approval	50	09-May-17	19-Jul-17
NCC2180	CD Estimate (Final Cost)	20	21-Jun-17	19-Jul-17
NCC2190	Permits & Regulatory Approval	20	03-Jul-17	31-Jul-17
NCC2210	Advertise Bids/Bid Prep	20	01-May-17	26-May-17
NCC2290	Bid Process/GC Contract Award	44	30-May-17	31-Jul-17
CONSTRUCTION /PROJECT CLOSEOUT		668	01-Aug-17	31-Mar-20
Remodeling of Existing Library Bldg (Conversion to New NCC)		201	01-Aug-17	18-May-18
DDL1065	Mobilize/Disconnect Existing Utilities	10	01-Aug-17	14-Aug-17
DDL1070	Hazmat Abatement	10	15-Aug-17	28-Aug-17
DDL1075	Demolish Partitions	10	29-Aug-17	12-Sep-17
DDL1080	Site Clear/Demolish	10	06-Sep-17	19-Sep-17
DDL1085	Seismic Retrofit	45	20-Sep-17	24-Nov-17
DDL1090	Exterior Walls	10	27-Nov-17	08-Dec-17
DDL1095	Interior Walls	15	04-Dec-17	22-Dec-17
DDL1100	HVAC & Fire Sprinkler System	20	11-Dec-17	09-Jan-18
DDL1105	Elec/Mech Works	20	26-Dec-17	24-Jan-18
DDL1110	Site Utilities & Tie In	15	10-Jan-18	31-Jan-18
DDL1115	Site & Park Improvements	10	25-Jan-18	07-Feb-18
DDL1120	Exterior Finishes & Glazing	10	01-Feb-18	14-Feb-18
DDL1125	Interior Finishes	20	08-Feb-18	08-Mar-18
DDL1130	Client Furniture & Equipment	10	23-Feb-18	08-Mar-18
DDL1131	Testing $ Commisioning	10	09-Mar-18	22-Mar-18
DDL1135	Substantial Completion	0		22-Mar-18
DDL1155	Punchlist	15	23-Mar-18	12-Apr-18
DDL1160	Final Inspection	1	13-Apr-18	13-Apr-18
DDL1435	Obtain Permit To Occupy	5	16-Apr-18	20-Apr-18
DDL1440	O & M Manual Training	10	23-Apr-18	04-May-18
DDL1455	Project Closeout Documents	10	07-May-18	18-May-18
DDL1465	Final Completion & Occupancy	0		04-May-18
DDL1470	Renovation Contract Close	0		04-May-18
NCC1485	Projects Completion	0		04-May-18
Const. of New Library (Conversion of Existing NCC Bldg.)		633	20-Sep-17	31-Mar-20
NCC2320	Demolish Existing Bldg/Site Demolish	60	20-Sep-17	15-Dec-17
NCC2340	Construction	480	18-Dec-17	14-Nov-19
NCC2350	Site Improvements/Utilities	120	24-Jun-19	13-Dec-19
NCC2370	Substantial Completion	0		13-Dec-19
NCC2380	Punchlist/Final Inspection	20	16-Dec-19	14-Jan-20
NCC2470	Obtain Permit To Occupy	20	15-Jan-20	12-Feb-20
NCC2480	O& M Manual & Training	18	13-Feb-20	10-Mar-20
NCC2490	Transistion Period	15	11-Mar-20	31-Mar-20
NCC2500	Construction Contract Close	0		31-Mar-20
NCC2510	Project Completion	0		31-Mar-20



Actual Level of Effort
Remaining Work
Actual Work
Critical Remaining Work

Date	Revision	Checked	Approved
10-Mar-16	Detailed Schedule		

TASK filter: All Activities

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EXHIBIT E

CERTIFICATES OF INSURANCE

Client#: 350843 STVGROUP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/05/2016

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
Conner Strong & Buckelew
Two Liberty Place
50 S. 16th Street, Suite 3600
Philadelphia, PA 19102

CONTACT NAME:
PHONE (A/C, No, Ext): 877 861-3220 FAX (A/C, No): 8567959783
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Casualty Company	11243
INSURER B : National Union Fire Insurance C	19445
INSURER C : New Hampshire Ins. Co.	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
STV Construction, Inc.
1055 W. 7th Street, Suite 3150
Los Angeles, CA 90017-2556

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ALL PROJECTS $10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	H16PC3026702	04/01/2016	04/01/2017	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	X	CA4489616 (AOS)	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B				CA4489614 (MA)	04/01/2016	04/01/2017	BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
				$250 COMP DED			PROPERTY DAMAGE (Per accident)	$
				$500 COMP DED				$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	BE61406645	04/01/2016	04/01/2017	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	015893609 (AOS)	04/01/2016	04/01/2017	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		015893610 (CA)	04/01/2016	04/01/2017	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

1. Professional Liability:
Policy #: B0146LDUSA1604552 / Policy Term: 04/01/2016 - 04/01/2017
Insurance Carrier: Lloyds of London / NAIC #: AA-1128987
Per Claim Limit: $1,000,000
Aggregate Limit: $1,000,000
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

CANCELLATION

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

W. Michael Tragmond

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DESCRIPTIONS (Continued from Page 1)

2. Property Coverage:
Policy #: NAP0454044-02 / Policy Term: 04/01/2016 - 04/01/2017
Insurance Carrier: Westport Insurance Corporation (Swiss Re Corporate Solutions) / NAIC#: 39845
Valuable Papers Limits: $5,000,000
All Risk Coverage - Agreed Value

3. The Captioned Commercial General Liability Policy includes the following coverage:
a. XCU
b. Contractual Liability
c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:
a. USL&H
b. Maritime
c. FELA

5. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Umbrella Liability, Workers Compensation & Employers Liability Coverages if required by written contract & permitted by state law.

6. The captioned Commercial Umbrella Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

7. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

STV Project #TBD, Provide Professional Construction Management Services for the Donald Dungan Library and Costa Mesa Neighborhood Community Center Reconstruction

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability and Commercial Umbrella Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 2010 07 04 and CG 2037 0704.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	All Locations for all Projects Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any lessor of leased equipment when you and such lessor of leased equipment have agreed in writing in a contract or agreement that such lessor of leased equipment be added as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract	All locations for all Projects Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): All Premises where required by written contract
2. Name of Person or Organization (Additional Insured): Where required by written contract
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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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;

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;

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.