

**AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR SR-55 / RITCHEY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made and entered into on this 2nd day of November, 2021 by and between Berg and Associates, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On July 27th, 2021 the City issued Request for Proposal No. 21-066, by which it sought firms to provide Construction Management and Inspection Services for the SR-55 / Ritchey Improvement Projects (Ritchey St Water Main Relocation Project No. 19-6438, SA-7 Pressure Reducing Station Relocation Project No. 19-6439 and SR-55 Water Crossing Relocation Project No. 19-6440).
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-066.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. 21-066, which is attached as **Exhibit A**, and as more specifically delineated in Consultant's proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**. The total amount to be expended under this Agreement shall not exceed one million dollars and zero cents (\$1,000,000) during the term of this Agreement, including any extension periods. The sum is comprised of (1) the base amount of \$885,279.92 and (2) an approximate 13% contingency in the amount of \$114,720.08 for additional services at the City's sole discretion.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance

set forth in the Recitals which may reasonably be expected by City. City shall retain ten percent (10%) of the invoice amount from each payment until certain milestones have been accepted by the City.

3. TERM

This Agreement shall commence on the date first written above and terminate on November 1st, 2024 unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all

Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$2,000,000** per claim with \$2,000,000 in the aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such

work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies (applicable only to professional liability):**
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

iii. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

8. **Verification of Coverage:** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing,

to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of

performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council

City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba, PE
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Consultant:

Alicia M. Berg
Berg & Associates, Inc.
302 W. 5th Street Suite 210
San Pedro, CA 90731
Office: 310-548-9292

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

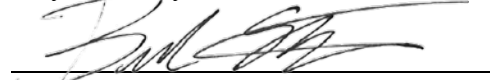
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO

City Attorney



Brandon Salvatierra

Deputy City Attorney

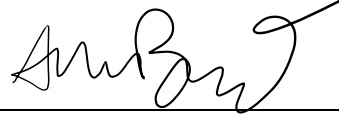
RECOMMENDED FOR APPROVAL:

Nabil Saba, PE

Executive Director

Public Works Agency

CONSULTANT:



Name: Alicia M. Berg

Title: Director of Research and
Development/VP

EXHIBIT A

Scope/RFP 21-066

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

CITY OF SANTA ANA

**REQUEST FOR PROPOSALS
FOR
SR-55 /RITCHEY WATER IMPROVEMENT PROJECT CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-066**

INTRODUCTION/BACKGROUND

The Orange County Transportation Authority (OCTA) is the lead agency for the proposed State Route 55 (SR-55) freeway-widening project from Interstate 405 to Interstate I-5. The project will add general purpose and high-occupancy vehicle lanes in each direction between I-405 and I-5, and will also add auxiliary lanes between interchanges to reduce traffic congestion and improve mobility. Additionally, the project will add sidewalks, ADA ramps raised medians and vehicle lanes along MacArthur Boulevard, Dyer Road, Edinger Avenue and McFadden Avenue. The project will improve safety and mobility for pedestrians and reduce traffic congestion at several major arterials crossing the SR-55. Additionally, the City of Santa Ana's existing water infrastructure, consisting of a 16" pipeline in Ritchey Street, 24" and 12" pipelines crossing the SR 55 freeway and a pressure regulating station near Warner Avenue, must be relocated and reconstructed to accommodate the SR-55 widening. The proposed utility relocations are ready for advertising of construction (Attachment 4) with the goal of beginning construction at fall 2021 to remain on schedule with the freeway-widening work. The work involved to relocate the utilities is quite extensive and requires obtaining easements and performing jack and bore construction techniques below the freeway.

Orange County Transportation Authority (OCTA) is responsible for the design and implementation of the proposed Caltrans State Route 55 widening project. All coordination with the proposed Route 55 widening project shall be done with OCTA. All permit requirements for work within State Route 55 right-of-way shall be done in accordance with the Caltrans permit and the Caltrans inspector. The additional freeway lanes being added impact the City of Santa Ana's existing pressure reducing station and associated piping. The scope of work has been divided in three components; the relocation of the water main within Ritchey Street, the relocation of the pressure reducing station and the relocation of the connecting piping that currently crosses the freeway. The scope of each project is further defined below:

Ritchey St Water Main Relocation, Project No. 19-6438:

This work is for the relocation of the existing 16-inch water main in Ritchey Street. Approximately 260 feet will be new 8-inch DR14 C900 PVC pipe connecting to the

existing water system on the west side and at Newport Circle, and about 1,444 feet will be new 16-inch DR18 C905 PVC pipe, and about 120 feet of new 16-inch Class 250 DIP to replace the existing piping within Ritchey Street within the limits noted on the Plans. The proposed water main will reconnect existing commercial services, construct new fire hydrants, and reconnect existing fire department connections as well as all connections to the existing water system. This work will also include construction of concrete encasement for thrust restraint, installation of a 16-inch line stop, abandoning the existing 16-inch water main, potholing of crossing utilities and points of connection, establishing traffic control during construction, repaving the roadway and restriping new pavement.

SA-7 Pressure Reducing Station Relocation, Project No. 19-6439:

This work is for the relocation of the existing SA-7 Pressure Reducing Station. The proposed station will be an above ground station located upon a concrete slab surrounded by an 8-foot high block wall with a rolling gate entrance to the site. Portions of the main line header and discharge piping will be buried and encased in concrete for thrust restraint. The piping and valves for the pressure reducing component of the station will be above ground. The pipe and valves have varying diameter sizes, including 8-inch, 10-inch, 14-inch, 16-inch and 24-inch. The new work includes installing an energy dissipater for discharging waters from the station.

This discharge line will be temporarily connected to the existing 21-inch storm drain at the existing SA-7 site until the final work is completed by Caltrans for the new storm drain within the Freeway widening project. The work also includes a new antenna pole, electrical equipment, lighting, instrumentation and controls.

There will be a portion of this work that will be phased since the block wall on the side of the freeway cannot be installed until the storm drain culvert for State Route 55 Widening Project is installed. In the interim a chain link fence will be installed. Once the installation of the storm drain culvert is completed, the chain link fence will be removed, and the Phase 2 site construction, including the 8-foot high block wall, will be constructed to complete the site work. Demolition and removal of the above ground existing station components is included in this work.

SR-55 Water Crossing Relocation, Project No. 19-6440:

This work is for the bore and jack installation of two new transmission mains across the Costa Mesa Freeway (State Route 55) and the partial removal and abandonment of the existing transmission mains. The new mains include 249 LF of 12-inch Class 350 DI carrier pipe within a 30-inch steel casing and 249 LF of 24-inch steel carrier pipe within a 42-inch steel casing.

The crossing will also include fiber optic conduits within the casing for future use. The existing carrier pipes and casing crossing the freeway will be slurry filled and abandoned in place. This work also includes: the construction of new 12-inch piping on both sides of

the freeway (about 77 feet of 12" Class 350 DIP and 102 feet of 12-inch DR 14 PVC pipe); and the construction of the new 24-inch piping on the east side of the freeway (about 137 feet of 24-inch CML&C steel pipe). The scope includes the construction of the jacking and receiving pits (excavation, shoring, backfill and compaction), removal and replacement of existing 21-inch storm drain on the east side of the freeway, valves, fittings, concrete encasements for thrust restraint, concrete anchor blocks, potholing of crossing utilities and points of connections, connection to existing water mains, the abandonment of the 12-inch and 24-inch piping on the east side of the freeway, and restoration of surface improvements.

Location of Project Sites

The work will be performed: within the City's property at the existing SA-7 Pressure Reducing Station located off Ritchey Street; within the proposed City of Santa Ana property being obtained from Western Exterminator Company; within the temporary construction easement within Western Exterminator Company (2201 Ritchey Street) property; within the limits of Ritchey Street as shown on the construction plans; and within the proposed waterline easement, temporary construction easement and temporary waterline construction access easement from RICOH Company (1123 Warner Avenue) property.

Orange County Transportation Authority (OCTA) is in the process of obtaining the new City of Santa Ana property and the temporary construction easement from Western Exterminator Company. OCTA anticipates obtaining the new City property and the adjacent temporary construction easement from Western Exterminator Company by March or April 2022.

For bidding purposes, the Contractor shall assume the work within the new Santa Ana property and adjacent temporary construction easement will not be able to be started until June or July 2022 and should prepare his schedule accordingly. The Contractor shall not access or be allowed to perform any work within the proposed City of Santa Ana property or the temporary construction easement until OCTA has notified them in writing that the City has the property and work can begin.

OCTA is in the process of obtaining the new City of Santa Ana waterline easement, the temporary construction easement and the temporary waterline construction access easement from Ricoh Company. OCTA anticipates obtaining the new City waterline easement and the temporary construction easements from Ricoh Company by March 2022.

For bidding purposes, the Contractor shall assume the work within the Ricoh Company property will not be able to be started until July 2022 and should prepare his schedule accordingly. The Contractor shall not access or be allowed to perform any work within the permanent waterline easement or the temporary construction easements from Ricoh Company until OCTA has notified them in writing that the City has obtained the easements and work can begin.

Prior to the Contractor beginning any work within the Ricoh Company property, SCE will perform preliminary grading of the area in the vicinity of the bore pit which will include removing the berm and trees. Once the bore and jack operation is completed, SCE will relocate the overhead power lines. The Bore and Jack Contractor/subcontractor will need to coordinate with SCE's contractor for their access to their easement area adjacent to the Route 55 Freeway. SCE's contractor may be installing the concrete foundations for the future relocated power poles while the bore and jack construction is occurring.

CONSTRUCTION AND INSPECTION SERVICES

Consultant shall provide qualified personnel to perform construction management, inspection and construction administration services which serve as an extension of City staff to assist in the overall delivery for the three abovementioned projects Ritchey St Water Main Relocation Project No. 19-6438, SA-7 Pressure Reducing Station Relocation Project No. 19-6439 and SR-55 Water Crossing Relocation Project No. 19-6440. The tasks to manage construction and ensure the work to be completed in accordance with the contract documents, project closeout and warranty phase shall include, but not limited to:

A. **PROJECT MANAGEMENT AND COORDINATION.** The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to coordination meeting with design Consultant to transition all documentation, project pre-construction, field, weekly development team/construction meetings, liaison with contractors, affected agencies, and utility companies. Additionally, the Consultant will be required to attend a minimum of four (4) public meetings, which will be organized and run by the City and Consultant. Review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress. Prepare progress report and schedule, ensure all required permits to be obtained and all applicable fees to be paid. The Consultant shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing and approval of Submittals. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

B. **PROJECT ADMINISTRATION.** Prior to the start of the project, the Consultant shall be responsible for conducting a bid analysis to determine the lowest responsible bidder for the project and obtain certificates of insurance, performance bond and "New Vendor Packet" requirements. This includes verifying that all sub-contractors have a valid City Business License. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit

verification with the monthly progress payments. Shall monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.

C. **INSPECTION.** The Consultant shall monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents. Bring to the attention of the City any errors, omissions, or discrepancies found in the Contract Documents. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

D. **OTHER REQUIREMENTS.** A trailer/office facility will be provided by Construction contractor for the Consultant and City staff.

E. **SOFTWARE.** The Consultant shall be familiar with Procore as all construction files are shared through this software.

Additional tasks deemed necessary by the Consultant shall be clearly identified in the proposal.

CITY RESPONSIBILITIES

City will process progress payments upon receipt of approved payment requests from the Consultants. Furnish copies of construction documents, including plans and specifications. Communicate with other consultant to review shop drawings and submittals, respond to requests for information and revise plans if needed. Coordinate with the CM and serve as liaison with other City departments.

ADDITIONAL CONSTRUCTION INSTRUCTIONS/INFORMATION

A. Contractor's Use of Premises

1. The Contractor shall confine his work to the work area shown on the Construction Plans and within the temporary construction easements. No work will be allowed within Western Exterminator Company property and Ricoh Company property except for the easements noted on the plans.

2. At all times, the Western Exterminator Company property shall be secured with either existing/proposed block walls, existing chain fencing, or with temporary construction fencing with privacy slats. At all times, the Ricoh Company Property shall be secured with either existing chain link fencing or with temporary construction fencing with privacy slats. The Contractor will be required to provide access of any and all emergency vehicles (police, paramedics and fire) within the public road and to coordinate the access of refuse vehicles once a week within the work areas during the full duration of the Contract.
3. The Contractor will be permitted to use the work area shown on the plans for its construction operations. The Contractor shall acquire at their own expense, sites of adequate size and access to facilitate the Contractor's own operations, storing and staging of materials, equipment and personnel. The Contractor shall meet all condition and requirements of the City. Expenses related to storage yards and staging areas shall be included in the mobilization bid item.
4. The Contractor shall be responsible for securing the site to protect their property from vandalism and loss and to protect the public from possible injury.

B. Maintain Operation of the Existing SA-7 Pressure Reducing Station

The existing SA-7 Pressure Reducing Station is a critical water facility for the City of Santa Ana and will need to be operational throughout the construction period except for the time when the new station is placed into service and the existing facility is taken out of service. Throughout construction, the City will need to be able to operate and maintain the existing SA-7 facility. The Contractor shall accommodate access to the existing site and facilities for routine operations and maintenance.

The existing SA-7 facility shall remain in service while the construction of the new SA-7 pressure reducing station is performed. Once the new SA-7 pressure reducing station construction is completed and the facility has been successfully tested, the transition from the existing facility to the new facility shall be performed. The existing SA-7 facility will be allowed to be taken out of service for a maximum of seven consecutive calendar days and at the end of these seven days, the new SA-7 pressure reducing station shall be placed into full time operation. It is the Contractor's responsibility to provide advance notification to the City when this transfer of facilities will take place. The City will require a minimum of three weeks advance notification of this proposed shutdown of the existing SA-7 facility.

C. Schedule of Work

1. The schedule of work, except where otherwise specifically required by the Plans and these Specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

2. The City will require a Critical Path Method (CPM) submittal for said construction schedule as specified within Technical Special Provisions Section 01310 (Construction Schedule). The CPM construction schedule shall be submitted to and approved by the City before any work commences. The Contractor shall schedule their work in order to be as least disruptive as possible to adjacent businesses, residents and the surrounding community.

D. Sequence of Construction

General: The work shall be carried on in such order of precedence as may be found necessary by the City to expedite completion of the work. When work is begun on any portion or designated part of the project, it shall be carried forward to the final completion as rapidly as practical.

As noted in the above Subsection B, work within new City of Santa Ana property and temporary construction easement from Western Exterminator Company will not be able to be started until OCTA has obtained the property/easement and for bidding purposes should be assumed to be in July 2022.

As noted in the above Subsection B, work within new easements from Ricoh Company will not be able to be started until OCTA has obtained the easements and for bidding purposes should be assumed to be in July 2022.

The following is a tentative work schedule of sequencing the proposed improvements. The actual work will be determined in the field between the City and the Contractor. Items not listed but shown on the plans will be installed at the Contractor's discretion.

1. The construction of the bore and jack crossing of the SR 55 Freeway shall be completed prior to being able to begin the construction of the relocated SA-7 facility. To coordinate with the Route 55 widening project, it has been assumed that the bore and jack operation within the Ricoh Company property will start in July 2022 and will be completed in four months. In November 2022, SCE will begin the relocation of the power poles within their easement within the vicinity of the bore and jack operation.
2. The tentative sequence of construction for the proposed water main construction within Ritchey Street, including the connection of the piping from the relocated SA-7 PRS facility has been summarized on the construction plans.
3. The tentative sequence of construction for the proposed water mains on the east side of the freeway has been summarized on the construction plans.
4. The existing fire services and new fire hydrants within Ritchey Street shall not be connected to the new 16-inch water main within Ritchey Street (except for the fire service at Station 57+16) until the 16-inch lateral from the new 24- inch line from the relocated SA-7 facility is completed and connected to the existing 24-inch water main.

5. The existing SA-7 pressure reducing station shall not be taken out of service until the new SA-7 PRS facility is placed into service.
6. In order for the contractor of the Freeway Widening Project to construct the proposed 8'x4' RCB adjacent to the SA-7 property, no surface site improvements shall be constructed within the temporary construction easement parallel to the freeway, except as shown on the plans. Therefore, the site improvements shall be constructed in Phases (Phase 1 and Phase 2) as is shown on the plans.
7. The Freeway Widening Project can not begin the construction of the proposed 8'x4' RCB adjacent to the SA-7 property until the existing SA-7 PRS facility is taken out of service and the new SA-7 facility is operational.
8. The Contractor shall assume once the Freeway Widening Project has been notified that the existing SA-7 facility is taken out of service, that the construction of the proposed RCB culvert will take between nine to twelve months. For bidding purposes, the Contractor shall assume that there will a year delay between the Phase 1 and Phase 2 site improvement and demolition work.
9. The Contractor shall construct the Phase 2 site improvements and the landscape/irrigation improvements once OCTA has provided written notification that the Phase 2 site improvements can be performed.
10. It should be noted that MCI will be relocating their fiber optic conduits within Ritchey Street after the City of Santa Ana has completed all of its pipeline work within Ritchey Street. Once their relocation work is completed, OCTA's contractor will overlay the entire width of Ritchey Street through the construction area.

E. Public Convenience and Access

1. Safe, adequate pedestrian access to all residences, places of business, and other establishments affected by the work, shall be provided and maintained by the Contractor at all times. Unless otherwise shown on the Plans, the Contractor shall maintain and delineate a minimum of one four (4) foot wide pedestrian walkway along each public street at all times during construction. The Contractor shall also place pedestrian detour signs as required if sidewalks will not be able to be maintained during the construction activities.
2. The Contractor shall maintain existing pedestrian accesses at intersections at all times. When existing crosswalks are blocked by construction activity, the Contractor shall install signs directing pedestrian traffic to the nearest alternative cross walk. The Contractor shall provide adequate pedestrian crossings at intervals not exceeding 350 feet as required, unless otherwise directed by the City.
3. Fencing or other means of securement shall be provided to preclude unauthorized entry to any excavation during all non-working hours on a 24- hour basis including weekends and holidays. Fencing shall be a minimum of seven (7) feet high around the entire excavation and shall consist of a minimum 9-gage chain link type fence

sturdy enough to prohibit toppling by children or adults. There shall be no openings under the wire large enough for any child to crawl through. Gates shall be locked if no adult is in attendance. Warning signs shall be placed at 50-foot centers on the outside of the fence with the statement "DEEP HOLE DANGER." All construction fencing shall be provided with green privacy slats

4. Reasonable access from public streets to all adjacent properties shall be maintained at all times during construction. Prior to restricting normal access from public streets to adjacent properties, each property owner or responsible person shall be informed of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.
5. The Contractor shall cooperate with the companies involved in the collection and removal of trash and garbage from businesses adjacent to the worksite, in an effort to maintain existing schedules for such collection and removal of trash and garbage.

F. Haul Route

1. General: The Contractor shall conduct his operations to cause the least possible obstruction to traffic and inconvenience to the public.
2. Contractor shall submit haul routes for approval to the City.
3. Contractor shall use flagmen to direct traffic into the project site during periods of ingress and egress of construction and/or hauling vehicles.
4. The hauling operations shall occur between 9:00 a.m. and 3:00 p.m. on weekdays.
5. The Contractor shall dispose of excavated material and import backfill as required to construct the proposed improvements. The Contractor shall submit the proposed haul route to the City for approval for the disposing of the excavated material and importing of the necessary backfill.

G. Dust Control and Air Quality

The Contractor shall take the following steps to reduce construction related emissions and dust in compliance with South Coast Air Quality Management District Rule 403.

The Contractor shall submit a plan detailing the means and methods of controlling dust generated by the clearing, demolition and earthwork activities at or below ambient dust levels for the City's approval. During clearing, demolition and earthwork activities, the Contractor, as a minimum, shall control fugitive dust emissions by regular watering, or other dust-preventive measures using the following procedures:

1. All material excavated or graded will be sufficiently watered to prevent excessive amounts of dust. Watering with complete coverage shall occur at least twice daily, once in the late morning and once after work is done for the day.

2. All clearing, demolition and earthwork activities shall cease during the period of high winds (winds greater than 20 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.
3. All material transported offsite shall either be sufficiently watered or securely covered to prevent excessive amounts of dust.
4. The area disturbed by clearing, demolition and earthwork activities shall be minimized at all times.
5. Equipment engines shall be maintained in good condition and in proper tune according to manufacturer's specifications and in conformance with Rule 403.
6. To the extent feasible, gasoline powered equipment shall be used for onsite construction activities.

H. Noise Abatement

1. The Contractor shall comply with the City of Santa Ana Noise Ordinance.
2. The project site is surrounded by business. Therefore, all work outside of normal daytime work hours shall meet or exceed the City's Noise Ordinance. The Contractor shall implement noise mitigation measures to meet all of the City's noise requirements.
3. The Contractor will be required to employ, but not limited to, such noise mitigation measures as generator silencers, acoustical enclosures, mufflers, noise barriers, acoustical panels and blankets, as necessary.
4. During all excavation, demolition, and construction activities on-site, the Contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards.
5. The Contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.
6. The Contractor shall locate equipment staging areas that will create the greatest distance between construction-related noise sources and noise sensitive receptors nearest the project site during all construction activities.

I. Geotechnical Considerations

A report for the "Geotechnical Design Report for the SR-55 Improvement Project Between I-405 and I-5" dated revised July 19, 2019 has been prepared for the the Freeway Widening Project and is relevant to this project as well. The Contractor shall be familiar with the report and the recommendations contained therein. A copy of the appropriate sections has been included in Appendix G.

All soil and test hole data, groundwater elevations, and soil analyses included within the above geotechnical report apply only at the location of the test holes and to the depths indicated at the date of that the boring was performed. The Contractor is obligated to obtain further geotechnical information for his use and design and construction considerations should his engineers believe it is necessary. This additional subsurface exploration shall be performed by the Contractor at his own expense.

J. Project Signs

1. The Contractor shall post four (4) public information signs at least fourteen (14) days prior to construction or delivery of material or equipment to the construction site. The City shall approve the sign location in the field. The project sign shall remain in place until all construction has been completed.
2. Project signs shall be placed at the following locations: two on Ritchey Street at the project limits; one at the SA-7 Facility; and one at the entrance to the RICOH property on Warner Avenue.
3. Dimensions of the sign shall be 4-feet by 8-feet mounted on 4-inch by 4-inch wooden posts. Signs shall be white with black letters. The lettering and layout shall be provided by the City. The sign shall be made of metal by a firm regularly engaged in the business of sign making. If the face of the sign is defaced in any manner, the Contractor shall correct immediately.

K. Order of Precedence of Contract Documents

In resolving conflicts resulting from errors, discrepancies, ambiguities, or inconsistencies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law.
2. Change orders
3. Agreement
4. Addenda
5. The Bid
6. Special Provisions
7. Technical Special Provisions
8. Drawings
9. Standard Specifications for Public Works Construction
10. Advertisement for Bid
11. Instruction to Bidders

L. Order of Precedence of the Drawings

With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions

2. Detail drawings govern over general drawings
3. Addenda and change order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

M. Temporary Shoring System

The project is surrounded by existing business and the SR 55 Freeway. In order to excavate the jacking and receiving pits, the Contractor will be required to implement a temporary shoring system. The Contractor shall submit shoring design stamped by a civil or structural engineer registered in the State of California. Geotechnical parameters for the shoring design are contained in the geotechnical report.

The choice of shoring method will be left to the Contractor's judgment since economic considerations and/or the individual Contractor's construction experience may determine which method is more economical and/or appropriate. However, other factors such as the location of nearby utilities, encroachment on adjacent properties, and allowable vibrations may influence the choice of support. Minimum parameters/loads for design of a temporary shoring system are provided in the geotechnical report.

All trenching, sheeting, shoring and bracing shall be in accordance with the State of California, Occupational Safety and Health Administration (Cal/OSHA) criteria. Excavation shoring systems shall conform to the applicable Section of Article 6, Title 8 of the State of California Construction Safety Orders.

N. Days Lost Due to Weather Conditions

In setting the Contract Time, it has been assumed that up to twenty (20) working days may be lost as a result of weather conditions which will slow down the normal progress of work. Therefore, no extension in Contract Time shall be allowed for the first twenty (20) working days lost due to weather conditions.

O. Coordination

The following agencies and property owners will require special coordination requirements. The following is a summary of these requirements:

1. **Metropolitan Water District:** The Contractor shall request a shutdown of the existing MWD SA-7 meter facility through the City of Santa Ana. The request for shut down of the MWD turnout shall be in writing to the City a minimum of three weeks prior to making the connection to the pipeline east of the freeway and three weeks prior to the transfer of operation from the existing SA-7 facility to the new SA-7 facility.
2. **Western Exterminator Company:** The Western Exterminator Company is located adjacent to the City's SA-7 property. To perform the required construction, the City is in the process of obtaining the new proposed property and the temporary construction easement from Western Exterminator Company. The Contractor

shall perform the removal and replacement of existing site improvements as shown on construction plans.

It is the intent of these specifications is to provide a safe zone, and to eliminate construction related delays and impacts to the employees of the property, including their access and parking lot. The Contractor shall minimize any interference to the operations of the property and shall safely detour pedestrian, and vehicles around the construction zone. The construction site shall be enclosed with construction fencing with privacy slats at all times. The Contractor shall meet with the company's management staff with the City to coordinate work efforts and minimize any impacts during these times.

3. ***RICOH Company:*** The City is in the process of obtaining easements from RICOH Company property to construct the jacking pit and corresponding piping on the east side of the freeway. The Contractor shall limit his impact and access as shown on the plans. The Contractor shall perform the removal and replacement of existing site improvements has shown on the construction plans as well.

It is the intent of these specifications is to provide a safe zone, and to eliminate construction related delays and impacts to the employees of the property, including their access and parking lot. The Contractor shall minimize any interference to the operations of the property and shall safely detour pedestrian, and vehicles around the construction zone. The construction site shall be enclosed with construction fencing with privacy slats at all times. The Contractor shall meet with the company's management staff with the City to coordinate work efforts and minimize any impacts during these times.

4. ***OCTA and the Freeway Widening Construction Contractor***

The Contractor shall coordinate with and schedule his work with OCTA, their Engineer and the Freeway Widening Construction Contractor.

P. Public Meetings

1. If any public meetings are held, the Contractor is expected to be represented at the meetings by his assigned superintendent.
2. The Contractor shall inform the City of any construction activities that may impact businesses, and general public a minimum of two weeks prior to performing any of this work. The Contractor shall provide a complete description of the construction work to take place and provide information on the impacted area.
3. The Contractor shall not speak to or provide any interviews with any press/media or public, other than redirecting them to the City of Santa Ana field representative.

Q. Facility For City Personnel

The Contractor shall provide a Class “B” field office for use by the Contractor and the City’s Construction Manager per Section 8-2 of the SSPWC. Maintenance of chemical toilet facility shall be professionally cleaned at least TWICE a week.

The Contractor shall acquire at their own expense, sites of adequate size and access to facilitate the Contractor’s own operations, storing and staging of materials, equipment and personnel and the placement of the field office.

The Contractor shall meet all condition and requirements of the City and the private owner of the property. Expenses related to storage yards, staging areas and field office shall be included in the mobilization bid item.

R. Enterprise Automation

As part of the design of the project, the City of Santa Ana hired Enterprise Automation (EA) to provide the design of the automation and control systems for the SA-7 Pressure Reducing Station relocation. EA’s design is vital part of the project and will need to included in the construction of the facilities. The following EA specifications / drawings for the project are included in the appendices of the Project Specifications:

- SA-7 Functional Specification
- SA-7 OIT Design Specification
- SA-7 Radio Panel Functional Specification
- SCADA Design Specification
- SA-7 RTU 19 Electrical Drawings
- SA-7 Radio Repeater Panel Drawings
- Antenna LSA Electrical Drawings
- SA-7 MWD Connection Network Diagram
- SA-7 RTU IO List

FEE PAYMENT AND INVOICING

Selected Consultant shall invoice the City based on time and material according to the City’s standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until certain milestone has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

SPECIAL REQUIREMENTS (ATTACHMENT 5)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 5 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 5 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans' Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

Scope/Berg & Associates Proposal



SR-55/Ritchey Water Improvement Project

**Construction Management
& Inspection Services**

RFP No. 21-066

August 17, 2021



Berg & Associates, Inc.
Your Bridge to a Better Project





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5 Appendix

Caltrans Forms
Resumes



1

Statement of Qualifications

A. Cover Letter



August 17, 2021

City of Santa Ana
Public Works Agency
20 Civic Center Plaza, M-36
Santa Ana, CA 92701
Attn: Kenny Nguyen, Project Manager

Reference: **SR-55/Ritchey Water Improvement Project Construction Management and Inspection Services**

Dear Mr. Nguyen:

Berg & Associates, Inc. (Berg) is pleased to submit our proposal to provide Professional Construction Management and Inspection Services for the SR-55/Ritchey Water Improvement Project. We have decades of experience managing water infrastructure, street improvement, and highway projects for local cities and agencies and understand the challenge of completing projects on time and on budget while ensuring that the public is safe, and inconveniences are minimized. Since 1980, Berg has successfully completed projects similar to the City of Santa Ana's that involve water mains, pipelines, pressure reducing stations, storm drains, transmission mains, jack and bore construction, and fiber optics. Most recently, we completed major water pipeline projects for the cities of El Segundo, Santa Monica, and Torrance. Visit **berg.inc** for more about our company.

To assist the City with its planned water improvement project, we have proposed Project Manager, Dave Smith, PE, QSD, who brings 30 years of public works management experience. Supporting him as Main Inspector is Mike Masengale, Berg's water specialist, who is finishing up his third annual water main project for the City of Santa Monica. Brenda Ramirez will serve as Contract Administrator, a role she is exceling at on several projects.

Authorized Representative

Alicia M. Berg
VP/Director of Research and Development
(310) 548-9292
alicia@bergcm.com

Project Manager

Dave Smith, PE, QSD
Resident Engineer
(310) 548-9292
dave@bergcm.com

Proposal Contact

Jenelle Saunders
Director of Communications and Marketing
(310) 548-9292
jenelle@bergcm.com

I, Alicia Berg, am authorized to bind Berg & Associates, Inc. (Berg) to the contractual terms and conditions stated in the RFP. By submitting this proposal, Berg acknowledges that we have read and understand the contents of this RFP and agree to comply with the requirements and conditions contained in the RFP and all of the applicable Exhibits/Attachments. We acknowledge receipt questions and answers.

We are confident you will find the Berg team to be extremely well qualified for this project. We work hard and are dedicated to serving you, to complete your project within budget and on schedule, and to represent your City to the public in the best possible light.

Sincerely,

Alicia M. Berg, VP/Director of Research and Development
P: (310) 548-9292 | E: Alicia@bergcm.com

B. Contract Agreement Statement

Berg & Associates, Inc. takes no exception to any and all provisions contained in the Agreement, Attachment 2, found in the RFP Appendix.

C. Firm & Team Experience

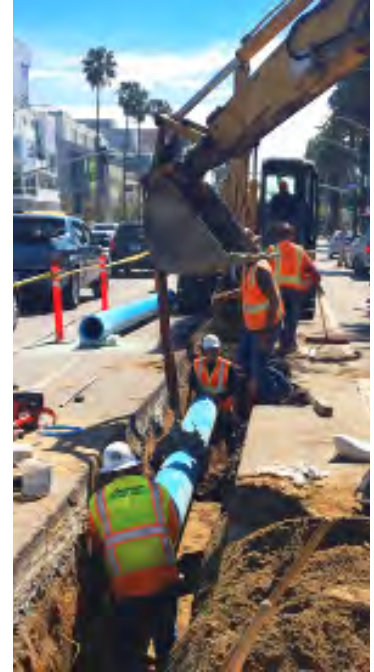
C.1. Firm Experience

Berg & Associates, Inc. (Berg), is a Woman-Owned (WBE), Disadvantaged (DBE), Small Business Enterprise (SBE), providing management and inspection of underground and overhead utilities, water pipelines, storm drains, and pump stations since 1980. From grade separations to park projects, nearly all of our projects involve utility relocations. We managed storm drain projects for the Alameda Corridor Transportation Authority including the Anaheim Street Storm Drain which consisted of large diameter, 84-inch, 72-inch, and 48-inch storm drainpipe. The drain was constructed within the City of Los Angeles using micro-tunneling methods as well as open trench construction. Traffic control to maintain traffic flow and access to adjacent properties and ground water management and removal of contaminated soil and water was required.

We've also constructed numerous pump stations including the New Dock and Henry Ford Pump Station for the Port of Los Angeles. The four-pump facility, with two operational and two standby Flygt pumps, serves as a wet well for storage and discharge. The project required significant coordination of electrical components and the below-grade concrete structure required substantial excavation and shoring.

Recently, Berg has installed thousands of feet of waterlines for cities like Santa Monica, Torrance, and El Segundo. These project locations took place on heavily trafficked thoroughfares with high end hotels and restaurants, requiring minimized noise interference, continued public access, and extensive traffic control.

We have an impressive track record of successful coordination and experience working with permitting and regulatory agencies such as the US Army Corps of Engineers, the California Regional Water Quality Control Board (RWQCB), State Water Resources Control Board, the Orange County Flood Control District, and the US Environmental Protection Agency. Our resident engineers are Qualified Stormwater Designer (QSD), and many of our inspectors are certified Qualified Stormwater Practitioners (QSP). Field personnel are 40-hour HAZMAT certified, OSHA certified, and maintain various certifications.



Services Offered

Project Management
Resident Engineering
Quality Assurance Inspection
Project Controls
Compliance Documentation
Constructability & Bidability
Site & Permit Review
Schedule Review
PS&E Review
Federal, State, Labor and
Environmental Compliance
Utility Coordination
Railroad Coordination
Federally-funded Projects
Caltrans Oversight Projects
Local Assistance Projects

Year Founded

1980

Offices

Five Offices: Redlands, City of Industry, Long Beach, La Quinta, San Pedro, CA

Employees

30



Local Team Members

We have local, cross-trained staff ready to provide a range of services for the City.



Great Financial Condition

No bankruptcy, litigations, office closures, or mergers.



Experience with Federal Funding

Berg routinely manages public works projects that utilize Federal Aid, and we understand the requirements and regulations that apply in order to govern construction. We are very familiar with the Caltrans Local Assistance process and the Construction (RE) Manual, which we utilize on the majority of our projects.

Berg has an outstanding track record and long history of working with cities and regional transportation agencies to administer and manage federally funded Caltrans Local Assistance projects. Caltrans has recognized us as qualified consultants to provide inspection and engineering for bridges and roadway construction and reconstruction for federally funded projects. We have provided these services for cities throughout Southern California from La Quinta to Simi Valley.

In our ten years as a Prime Consultant on the Alameda Corridor, we facilitated the completion of nine different construction projects, all federally funded. The bridges and grade separations were administered under the Caltrans Local Assistance Procedures, and these same procedures were applied to each project. On each of these projects Berg was the Prime Construction Management Consultant and we provided Resident Engineering, Administration, Compliance and Documentation, Project Controls, and Quality Assurance.

Recently, Berg managed two grade separations that were federally funded; one for the City of Fullerton in conjunction with the Orange County Transportation Authority (OCTA), and one for the San Gabriel Valley Council of Governments (SGVCG), formerly Alameda Corridor East (ACE) Construction Authority in the City of Industry. For each of these, we provided all staff to oversee field operations, coordinate quality assurance, track and compile project documentation and monitor compliance with funding sources.

For each of these projects, Berg was responsible for compliance with federal regulations as prescribed in the Caltrans Local Assistance Manual. For our entire existence as a company, we have adhered to Caltrans procedures and standards, even when not required to do so.

Some of our standard operating procedures for administration of federally funded projects include:

- Working with Cities for accurate project pricing for verification of funding and final E-76 for Federal Authorization to proceed.
- Review approvals from CTC and permit agencies are in place.
- Compliance with FARs in all indirect cost certifications, reviews, and rates.
- Compliance with Prevailing Wage requirements as determined by the DIR.
- Utilization of Caltrans payment forms for the construction contractor and compilation of back up documentation to ensure progress payments are in conformance with scope and finance letter.

BERG FEDERALLY FUNDED & LOCAL ASSISTANCE PROJECTS

(Partial List)

Green Port Gateway Project (Track Realignment at Ocean Blvd. and Pier F Support Yard), POLB

Harry Bridges Street Improvements, POLA

Avenida Banderas Overcrossing, City of Rancho Santa Margarita

El Toro Creek Crossing, County of Orange

Limonite Grade Separation, RCTC

Lincoln Ave Overcrossing, City of Corona

Lakeshore Drive, Lake Elsinore

Seaside Avenue/Ocean Blvd., POLB

Madera Rd. Overcrossing, City of Simi Valley

Union Ave. Overcrossing, City of Bakersfield

Chester Ave. Undercrossing, City of Bakersfield

I/10 Riverside Avenue Interchange, SBCTA

SR 60/HOV Lane Construction and Bridge Widening of 5 interchanges, RCTC

Portola Bridge, City of Palm Desert

Washington Street Bridge Widening over Whitewater Wash, City of La Quinta

Gilbert Avenue Undercrossing, City of Fullerton

Alameda Corridor Transportation Authority (ACTA) projects:

- Dominguez Channel Overcrossing
- Compton Creek Bridge
- Alameda Corridor Overcrossing
- Dominguez Channel Filler Bridge

LANI Parks and Pocket Parks, Los Angeles

Antelope Rd. Safety Median, City of Menifee

- Working to meet milestones for phasing as approved and to achieve project completion within the approved performance end date.
- Working to make sure the contractor complies with federal submittal requirements.
- Scoping, estimating, negotiating and implementing written changes, when necessary,
- within program eligibility.
- Full compliance with Chapter 16 of the Caltrans Local Assistance Procedure Manual to include Weekly Statement of Working Days, Daily Reports by the Resident Engineer and Inspection staff, EEO Reports, tracking all submittals, changes and potential claims.
- Filing of the Monthly Program Payments and Progress Reports.
- Making sure all documentation is accurate, complete and current for maximum funding reimbursement

All of our inspectors are able to conduct labor compliance interviews on site and some are bilingual in English and Spanish. Our Assistant Project Manager is also a resource for on-site interviews, she is also bilingual and well versed in all labor compliance standards, as needed.

The contractor will need to be registered with Department of Industrial Relations (DIR) and to submit to the DIR electronic copies of certified payroll to demonstrate labor compliance. We will also receive and log copies and will check them against daily reports, conduct periodic interviews of labor in the field, and monitor the changing labor compliance regulations. We will review and ensure compliance with CWA requirements.



Experience with Caltrans

Berg has been involved with Caltrans projects since the company was founded. We have held On-Call contracts with Caltrans District 7, managed projects in the Caltrans ROW, and coordinated with Caltrans for numerous projects that use LAPM and require Caltrans oversight. Our proposed Project Manager, Dave Smith, PE, QSD, started his career in the Caltrans Bridge department and, more recently, he completed the Raymond Avenue Grade Separation which required coordination with Caltrans District 12. Our proposed Contract Administrator, Brenda Ramirez, MPA, is currently working on projects with Caltrans oversight, utilizing LAPM and providing quality assurance for the team's project documentation for Caltrans auditing in the City of Menifee (D8) and the City of Torrance (D7). Both of these team members have extensive knowledge of Caltrans requirements and procedures. Our whole team is familiar with the Caltrans RE Manual, LAPM methods, and Caltrans Standard Plans and Standard Specifications.

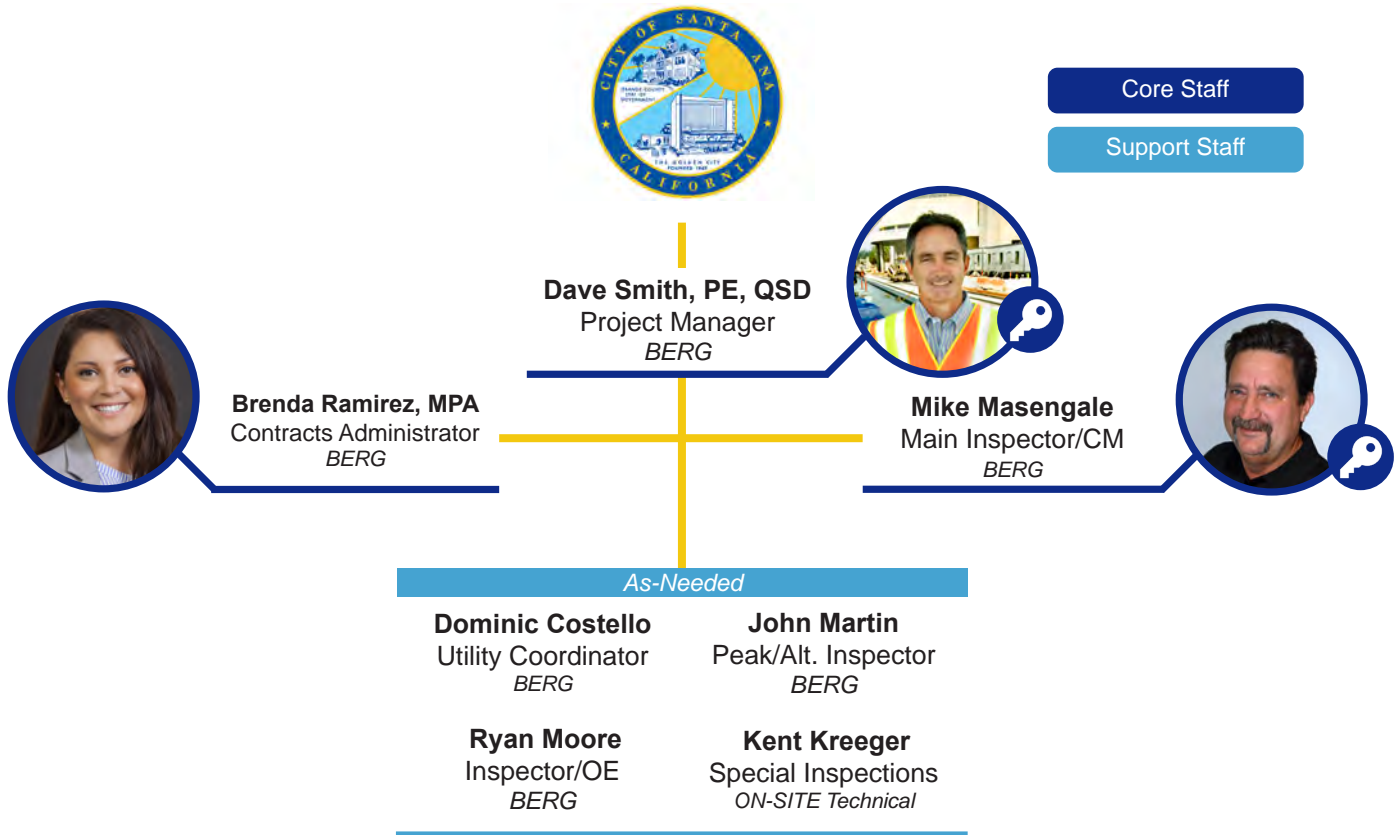


Experience with OCTA

We have a successful history of project experience with OCTA including providing services for the Metrolink Service Expansion Program, the Raymond Avenue Grade Separation Project, and two recent Metrolink Stations with OCTA as the lead agency. Our team members are very familiar with their procedures and methodologies. Currently, we are providing CM and Inspection services to OCTA for the Anaheim Canyon Metrolink Station project. Our proposed Contract Administrator, Brenda Ramirez, MPA, currently provides quality assurance for project documentation, monthly reports, and contract compliance. Our proposed Project Manager, Dave Smith, PE, QSD, served as Resident Engineer on the Raymond Avenue Grade Separation for the City of Fullerton with OCTA oversight. He worked closely with OCTA representatives to coordinate staffing, agency communications, subconsultants, issue prioritization and resolutions, and quality assurance for apy applications.

C.2. Organization Chart

We have provided a devoted team that will ensure a timely delivery of construction management and inspection services for the SR-55/Ritchey Water Improvement Project. Below is the organizational chart of our proposed team.



This team features:

- Project Manager with extensive experience managing large highway and water infrastructure projects that involve coordination with OCTA, Caltrans, and various regulatory agencies.
- Main Inspector/CM who has 30 years of experience inspecting and managing water main replacement projects with extensive knowledge of best practices for various pipe removals and installations.
- Contract Administrator, a certified Procore superuser, to provide quality assurance for all project documentation and management communication with the City and third-parties.
- Inspector/OE who is cross-trained in both office administration and field inspections, with extensive Caltrans experience.
- Peak/Alternate Inspector who brings over 40 years of water expertise.
- Utilities Coordinator with a background as an electrical contractor and inspector making him invaluable as a utility coordinator. He has experience managing projects and is available to the project for submittal reviews and an alternate Main Inspector/CM, as determined by the schedule.
- As-needed only, special inspection can be provided by ON-SITE Technical for commissioning of the pump station and welding inspection.



Years of Experience
30 Years

Years with Berg
23 Years

Software
Procore, Bluebeam,
Airtable, P6, Microsoft
Office

Education
BS Civil Engineering,
CalState Polytechnic
University Pomona

Dave Smith, PE, QSD | Project Manager

Dave has more than 30 years of experience as Project Manager, Resident Engineer, and Structures Representative on large, multi-staged, multi-phased public works projects. Dave has a strong background in Public Works standards and procedures and delivers superior service in a complex management role. His career began at the Caltrans District 8 Bridge Department. With Berg since 1997, he has successfully managed highway interchanges, roadway improvements, pump stations, bridges, grade separations, and rail projects. Dave brings previous experience with OCTA, Caltrans, and third-parties, and his attention to detail and thorough knowledge of construction practices means that the City will have a well-run job with a quality end product.

Recent Work History

- RE, Fullerton Road Grade Separation, SGVCOG/ACE
- RE, Raymond Avenue Grade Separation, City of Fullerton/OCTA
- RE, I-10/Riverside Avenue Interchange, SBCTA
- Project Mngr., SR-101, SR - 118, & SR-23 Widening, Caltrans

Licenses and Certifications: Registered Professional Engineer, Civil, CA, No. C54625 | Qualified SWPPP Developer No. 23451 | Metrolink Roadway Worker Protection Training | Metrolink Third-Party Contractors Safety Training | BNSF Roadway Worker Protection Training | Caltrans: Foundations and Shoring | AC Pavement and Quality Control Professional Certificate | Lead Supervisor and Worker Training | "Just in Time Training"



Years of Experience
16 Years

Years with Berg
8 Years

Software
Procore, Bluebeam,
Airtable, Microsoft Office

Education
Master of Public
Administration, University
of Southern California
BS Anthropology/Law &
Society, UC Riverside

Brenda Ramirez, MPA | Contracts Administrator

Brenda has 16 years of experience in program management, program evaluation, and administrative services at a corporate, federal, state, local, and non-profit level. She holds a Master of Public Administration from the University of Southern California with a concentration in city and county management. Brenda has extensive experience in report preparation and excels at data compilation and cost forecasting. She is responsible for critical project administration functions, including contract management, document control, project communications, deliverables, and payment applications. Brenda takes a proactive approach to making sure her projects meet contract requirements and owner objectives.

Recent Work History

- Contract Admin., Pacific Coast Highway at Hawthorne Boulevard Intersection Improvement, City of Torrance
- Contract Admin., Antelope Road Raised Safety Median Improvements, City of Menifee
- Contract Admin./Labor Compliance, Frisbie Park Sewer Lift Station, City of Rialto
- Document Controller/Office Manager, Fullerton Road Grade Separation, SGVCOG/ACE

Licenses and Certifications: City/County Management Certificate | Roadway Worker – PHL | Lone Worker – PHL | Superuser in Procore, Buzzsaw | Unifier/Skier – Advanced



Years of Experience

36 Years

Years with Berg

5 Years

Software

Procore, Bluebeam,
Airtable, Microsoft Office

Education

Business Administration
Coursework, Golden West
College

Primary Non-Commission
Officer School U.S. Army

Mike Masengale | Main Inspector/Construction Manager

Mike Masengale has 36 years of water systems experience in which he has served 4 years with Berg as a Construction Manager, 10 years as Superintendent, 18 years as Foreman, and 6 years as a laborer, making him an expert in the water pipeline field. He has completed projects involving water, sewer, storm drains, emergency repairs, grading, paving, and concrete work ranging from \$1,500 to \$20M in value. He regularly and efficiently coordinates with three to six crews simultaneously, and is an excellent project leader. He also communicates effectively and cooperates well with owner representatives for the successful completion of projects. His understanding of the process, the materials, costs, and how contractors approach the work, brings the City an outstanding advocate for achieving a high quality project with minimal disruption to its community.

Recent Work History

- CM/Insp., On-Call CM Services, City of Santa Monica
 - *FY19/20 Annual Water Main Replacement*
 - *FY18/19 Annual Water Main Replacement*
 - *FY15/16 Annual Water Main Replacement*
- Lead Insp., Water Main Improvements on Cedar, City of El Segundo
- Lead Insp., N. Santa Monica Blvd. Reconstruction, City of Beverly Hills

Licenses and Certifications: OSHA Compliance & Workplace Safety | Trenching & Shoring Safety | Traffic Control & Flagging Safety | Workzone Traffic Control for Construction | Metrolink 3rd-Party Contractors Safety



Years of Experience

14 Years

Years with Berg

3 Years

Software

Procore, Airtable,
Bluebeam, Microsoft
Office Suite

Education

BA Chaffey College

Ryan Moore | Inspector/OE

Ryan has over 10 years of experience in construction inspection, construction coordination, and office engineering duties. He prepares purchase order requests, supports with contract change orders, tracks weekly statements of working days, prepares service contract documents, keeps logs for submittals, RFIs, RFCs, and RFQs, reviews extra work bills submitted by contractors. He routinely inspects street improvement projects and has a proven track record of maintaining meticulous project documents.

Recent Work History

- Inspector/OE, Antelope Roade Safety Median, City of Menifee
- Lead Inspector, Street Enhancement Project CIP, City of Huntington Park
- OE/Lead Inspector, Alder Avenue & Randall Ave. Street Improvements, City of Rialto
- OE/Inspector, Fullerton Road Grade Separation, SGVCOG/ACE

Licenses and Certifications: Caltrans Water Pollution Control on Construction Sites Certificate | Caltrans D8 Field Office Procedures Certificate | APWA Construction Inspection Project Management Program | ADA Compliant Curb Ramps | Certified Erosion, Sediment and Storm Water Inspector General Principles Review Course (CESSWI) - 6 Professional Development Hours | 30-Hour OSHA Construction

D. Understanding of Need

D.1. Project Understanding

Overview

It is our understanding City of Santa Ana requires a consultant to provide construction management and inspection services to oversee three interconnected projects within the SR-55/Ritchey Water Improvement Project with the goal to relocate a water main, a pressure reducing station, and the water pipes crossing under the SR-55 in advance of the highly anticipated SR-55 widening between the I-405 and I-5. The Berg team values working on projects that enhance connectivity, safety, and infrastructure upgrades within communities.

This project is a perfect fit for the experience and knowledge that Berg has specialized in for 40 years in the Southern California region. The main construction elements include excavation/shoring/backfill, bore and jack tunneling, waterline installation (PVC, DIP, welded steel), water monitoring/control systems, water systems testing/commissioning, traffic control, waterline abandonment, ADA compliance, concrete flatwork, block wall, landscaping, paving, striping, utility coordination and agency coordination.

We understand a major element of the project is that the work includes two areas of significant TCE work; on the west side of the SR-55, Western Exterminator, and on the east side of the SR-55, RICOH. OCTA is currently in the process of obtaining right of way access through construction easements and property acquisitions. Of importance is the assumption that the City contractor cannot gain access to these properties until July 2022. This schedule hold becomes the critical path for the project, of special concern, if the project construction commences with Ritchey St main replacement and there are subsequent delays with the easements from either Western Exterminating or RICOH, impacting the duration of the project. The CM team will work with the City to ensure OCTA is aware of potential negative impacts if the ROW is not available, and possible positive impacts if the ROW were to become available sooner.

Of the three interrelated projects, the Ritchey Street main, a stand-alone project, will commence first including a short section of pipe leading to

the proposed SA-7 Pressure Reducing Station. The jack and bore operation under SR-55 will commence at a later date in coordination with OCTA ROW agreements. Once the City contractor has completed jack and bore, the SA-7 PRS construction can begin; however, cannot be fully completed until the Caltrans contractor completes the RCB reconfiguration, anticipated to be 12 months.

Although it is important to get the contractor mobilized to complete the Ritchey St work, critical path work for Contract completion flows through the bore and jack operation and the SA-7 PRS construction dependent upon the initial right of way waiting period for RICOH. This affects the easterly pit and the waiting period for the Caltrans RCB, which affects completion of some minor aspects of the PRS. A suggestion would be to have 2 interim milestones: one for the completion and activation of the Ritchey St main and a second for the activation of the SA-7 PRS. This would ensure the primary objectives of the Project are met as quickly as possible. Final completion of the wall and energy dissipator drain are not critical and can await Caltrans completion of the RCB.

Ritchey St. Water Main Relocation

The Ritchey St. Water Main Relocation has 4 major phases: 1) Installation of new 8" and 16" main (PVC and DIP), 2) Installation of new FH's, services, FDC's or connect to existing, 3) Test/cutover and, 4) AC overlay/stripe. The new main is approximately 1,600 feet of 16" PVC with concrete encased DIP at the angle points and 260-lf of 8" PVC. The Southwest 300-ft to 400-ft cross over the street requires planned traffic control and shift work as shown on Sht C106 (Sht 10 of 39) SA-7 YARD PIPING PLAN.

The southerly end of Ritchey St. requires detailed planning for pipe work and traffic control as the pipe crosses over the street median. At each angle point, in the almost 1,600-lf of 16" pipe, there is a short section of concrete encased DIP which requires crews to slightly switch operations to plan for construction and curing of the concrete. All parts for fittings are to be shown on the shop drawings and confirmed procured prior to commencing work. As these fittings/concrete encasements are at angle points, extensive, complete, and detailed

potholing is required to ensure the identified angle points do not change or that additional angle points are not required due to utility conflicts. Advance planning can save significant time in the field.

On the south end of Ritchey St., there is an existing valve just beyond the limits of construction. This valve must be verified to be in working condition so it can be closed to allow for the cutover process; otherwise, repair or replacement of the valve is necessary, to avoid a 2nd line stop valve.

On the north end of Ritchey St., the City is adding a valve to the existing mainline via the line stop method, that is, installing a valve while maintaining water flow in the pipe. This valve is to reduce the limits of the waterline shutdown required. The contractor will pothole this location prior to submitting shop drawings of the pipe. This is to ensure the condition and outside diameter of the existing pipe has been confirmed and the correctly sized line stop/valve is procured. Sheet 26 of 39 of the plans has a line stop plan identifying k-rail to protect the line stop work. It is suggested a traffic water barrier be added on the south side work area to protect from blunt end exposure as currently shown on the plans.

There is approximately 1,600-feet of 16" and 24" pipe to be slurry filled once the Ritchey St. new water main is activated, and the SA-7 Facility is activated. Although this sounds like an easy process, due to the length of the pipe runs, there will be many setups and pumping operations.

The City contractor is required to overlay the entire width of Ritchey St. for the length of the project. Once the main is relocated in Ritchey St., MCI will be relocating a fiber optic line. Per the RFP, the City contractor is to wait until MCI is complete before beginning the overlay work. Coordination with MCI will be important to avoid delays to the City contractor's schedule.

SR-55 Water Crossing Relocation

Construction of the jack and bore casings for the water crossing cannot commence until OCTA has completed ROW agreements with the RICOH property owners. The RFP has indicated a four-month timeline. Both of our proposed inspectors have significant experience with bore and jack operations, as does our Project Manager, Dave Smith.

Significant within this phase is the jack and bore installation of transmission mains. Both casings (30" and 42") meet or exceed the definition of a tunnel per Cal-OSHA and, therefore, shall meet the requirements of Cal-OSHA. The casings/tunnels are constructed within the Caltrans ROW and must meet Caltrans requirements. The project schedule must include time for Caltrans review of all layouts, calculations, and work plans. The Caltrans Encroachment Permits Manual, Guidelines and Specifications for Trenchless Technology Projects, is to be adhered to, including fulltime inspection by the project owner's designated representative during tunnelling (bore and jack) operations. In addition to the bore and jack Work Plan, the contractor will be required to monitor the SR-55 surface to ensure no heaving or settlement occurs. Installation and testing the pipe will occur during this phase and before backfilling of the pits.

SA-7 Pressure Reducing Station Relocation

The SR-55 widening will relocate an 8' x 4' RCB currently on the east side of the SA-7 Facility. Due to its proximity to the SR-55, the City and Caltrans are requiring the majority of the SA-7 Facility be built (excluding a portion of the east block wall and discharge structure), commissioned and activated, including partial demolition, prior to construction of the RCB. Of note, the existing block wall contains lead paint with elevated levels that will require the material to be handled as Non-RCRA Hazardous Waste which will require a lead workplan and disposal plan prior to demolition of the existing wall.

PRS construction will commence after the bore & jack operation is complete and the pipe placement /testing is completed. Our inspectors are highly experienced with pipe and valve installations, and our lead inspector has extensive electrical and pump station experience. Our specialty subconsultant (ON-SITE) will verify Special Provisions Section 17100 Field Testing requirements are completed and ensure a smooth commissioning/ activation of the SA-7 PRS.

Once the new PRS is operational and accepted, the existing PRS can be removed. Coordination with Caltrans will be required to verify length of Asbestos Cement (AC) pipe to be abandoned. An AC Pipe Handling plan to ensure the AC pipe is not friable will be required prior to removal.



Coordination with OCTA

OCTA is procuring easements on both sides of the SR-55 with Western Exterminator and RICOH. The RFP identified a waiting period until approximately July 2022 before work in this area can begin. This affects the start of the two casing crossings. Coordinating with OCTA to determine the earliest start date and advance notification to City's contractor is important to the critical path.

OCTA is coordinating with Caltrans for the SR-55 Widening Project; with OCTA procuring the CM and Caltrans procuring the construction contractor. The SR-55 project is to be completed between the two phases of work on the City's SA-7 Pressure Reducing Facility. Per the RFP, we are to assume a 12-month construction period. It is important to closely coordinate with OCTA and their CM team to ensure the Caltrans contractor is aware when the area will be ready for them to begin relocation of the 8' x 4' RCB and for us to be aware, well in advance, of when the Caltrans contractor will have completed their work for efficient transitions and schedule maintenance. Site walk-throughs with OCTA/Caltrans are imperative before turning over the area and when receiving it back. Photos and videos will be taken in both instances to document the condition. Both events would be required to be included on the City contractor's CPM schedule.



Advance Notice of Shutdowns

Ritchey Street Water Main: The line in Ritchey St. is a large water main which provides water service and FDC water to businesses in the area, to fire hydrants, and provides water service to the east side of the SR-55 via the existing SA-7 Facility/SR-55 casings. The work activities, testing plans, and notifications to the City (SA-7 Facility) and local businesses are critical to good relationships with 3rd parties and completing a smooth operation. Detailed work activities and notifications are all to be shown on the contractor's CPM schedule. Personal contact with each business by the CM team is imperative. City personnel are required by the Specifications to turn on or off any valves as part of the shutdown. This will be adhered to and is part of the shutdown workplan and notifications.

SA-7 Facility: Critical to the City of Santa Ana's water operations and per City requirements, this facility can only be shut down for 7 consecutive calendar days. The CPM schedule would include pipe/electrical installation, testing/commissioning, and would be monitored closely to ensure no time slippage. To ensure the shutdown is completed within the required 7-day period, the contractor would be required to submit a Testing/Commissioning Procedures submittal and a 7-Day Shutdown Activity submittal.



Utility Coordination

As noted in the discussion regarding concrete encasement for pipe angle points, potholing of the known existing crossing utilities is required first thing on the project before any other construction. In addition to potholing the known utilities, the CM team will ensure the contractor contacts DigAlert to mark utilities in the entire footprint of the Project to ensure the designer did not miss any or that none were added after design. The contractor will pothole the various tie-in points to ensure the horizontal/vertical alignment is correct and also to confirm the existing material type and dimensions are correct.



TCE Management

Activities would be included in the contractor's CPM schedule for TCE Advance Notification and planned TCE usage activities. Once the Project has commenced and schedules are known, the CM team will ensure that both OCTA and the TCE owners (Western Exterminating and RICOH) were aware of the dates and the work activities that will be occurring. These dates will be checked each month for discussions with the 3rd parties and used to ensure advance notifications are sent out in a timely manner.

D.2. Our Team's Approach

As your CM team, we are your front line on the project, coordinating contractor activities and representing you to the public. We strive to make a good impression and make certain that the public sees this project as a good use of public funds and excellent City management. Establishing a professional working relationship with the contractor so that we work as a team to identify potential problems and solutions as the work is planned is as powerful a quality assurance tool as continually inspecting all work.



Our QA/QC program is rooted in three fundamentals that we practice in every aspect of the project: communication, documentation, and evaluation. As illustrated in the graphic above, we use these basic tenants to avoid and/or mitigate conflict, changes, or claims.

Our Contract Administrator will provide quality control by evaluating progress through schedule and budget assessment. We will also confer frequently with the City of Santa Ana to dialogue regarding quality delivery of services.

Berg's approach to project management promotes teamwork and cooperation, understanding that a project's success depends on the success of each party. We have seen proof that continuous and effective communication is vital to the success of all projects, and we promote this by:

- Establishing clear lines of communication.
- Timely responses to RFIs and submittals.
- Being positive and cooperative.
- Managing schedule and quality through communication and coordination.
- Ensuring impeccable accountability utilizing the latest management tools.
- Building stakeholder and community support through open communications.

We will provide exceptional construction management and technical inspection services complete with pre-construction and post-construction, to deliver a successful project. Our goal as CM is to make certain that the project moves forward consistent with all applicable administrative requirements while focusing on the nuts and bolts of safety, quality, schedule, and cost.



Pre-Construction Phase

Pre-Construction Meeting

During the pre-construction meeting, we will review preliminary schedules, discuss procedures, and begin to build a collaborative stakeholder team between the contractor, the City, the designer, Berg, and third parties. The requirements and intent of the scheduling effort are also discussed. This is the first opportunity to work with the contractor to establish a mutual understanding of the project goals:

- The schedule is a team effort
- Communications with team members is important
- Consistent and clearly defined reporting is critical for effective communication

A key item of discussion during the Pre-Construction Meeting will be the communications process for the project. We develop a “Responsibility Assignment Matrix” that includes the City, the designer, and the CM staff that clearly lays out communications protocols. This is a communications tool that can help the contractor understand who he will be dealing with for any particular issue. Other agenda items include project constraints, “work-arounds,” utility coordination process, and anticipated submittals.



Community Meeting

Together with the City, Berg will assist the City to implement an approved strategy to mitigate construction impacts, respond to public inquiries, and keep the local residences and businesses informed. Regularly scheduled meetings with the field staff and the City will help to provide accurate dissemination of construction activity information. The key to keeping commuters and residents tolerant of project construction is frequent and advance sharing of project impacts, detours, schedule, and benefits to the community. We will make sure that there is plenty of advance notice to all schools, residents, and businesses that may be affected.

Schedule & Budget Review

Establishing an agreed-upon schedule of values to break down lump sum bid items will facilitate an accurate assessment of work progress and streamline subsequent payment to the contractor. Our management team is diligent to make sure that the amount paid to the contractor never exceeds the value of the work done in the field.

Contractor schedules are important tools in the schedule management effort. These submittals demonstrate whether the contractor has an understanding of what needs to be done to complete the work and highlights what they think may be critical. The schedule must also reflect material and equipment procurement including the time for shop drawing

approval. Our team will review the contractor's baseline schedule, analyze the critical path, and establish a clear understanding of project milestones.

The contractor is responsible to submit a CPM schedule for the project, which is the base tool used to monitor Project progress, plan the work and keep 3rd Party entities aware of work activities that affect them or work windows they will be using.

We will ensure the following are included in the contractor's CPM schedule:

1. All work activities
2. All shutdown notifications
3. All 3rd Party work windows (Caltrans RCB, MCI fiber optic relocation, SCE pole relocation) and 3rd Party notifications of their windows



Construction Phase

Contract Compliance

Berg staff are thoroughly familiar with Greenbook and Caltrans procedures and standards and will perform construction inspection services, as well as office engineering and field calculations, to support the construction of the project in conformance with these standards.

We bring experienced staff that can identify potential issue areas before a problem arises. However, if corrective work is required, we are sure to have a thorough understanding of what needs to be done and can quickly inform you of the options available. Corrections or adjustments will be executed before work is completed, saving time and cost of redoing work.

We identify any non-conforming items prior to their incorporation into the work and immediately notify the contractor to start corrective action to prevent additional deficiencies. If the contractor fails to perform to the specified standards, our team notifies the City's Project Manager and provide recommendations for appropriate curative actions.

Submittals & Shop Drawings Reviews

It is the Construction Manager's responsibility to quickly turn around routine submittals that do not have a significant design impact and to make certain that submittals that need to be reviewed by the designer are complete and to be cost effectively reviewed. To ensure that submittals are complete prior to processing, we review each submittal for compliance with the specifications before forwarding them for review.

An approach we have successfully used requires the contractor to assemble a list of submittals as defined in the construction documents and to provide a schedule of when the submittals will be available for review. This completed list is then distributed to all interested parties for managing their efforts and identifying the submittals that are of particular interest to them.

Regulatory Agency and Permit Processing

We check that the contractor has applied for all of the appropriate permits and will work closely with the City and contractor to coordinate submittals, requests, intermediate, and final inspections and approvals. We ensure that the contractor is in

compliance with City regulations. We monitor all permits that the contractor is required to obtain for the project, which will include the following:

- OSHA excavation and shoring permits
- SWPPP (NPDES)
- Building, electrical, and sewer permits
- Grading permits
- Caltrans permits
- Traffic department permits
- Disposal Permit
- Construction Water Permit
- State Division of Industrial Safety Permit
- Right-of-Ways and TCEs

The contractor would stake the TCE limits to ensure that work activities, equipment and workers do not extend beyond the allowable TCE limits. This may sound trivial but even minor extensions on the TCE limits by placing material (boards, fittings, etc.) outside the limits can escalate to negative communication with the property owner and even claims for additional usage. And at all times during the project both properties will be secured with fencing by the contractor.

Once the work is complete, the CM team completes a TCE site review with pictures and video to document the final area situation. The property owner is invited and encouraged to attend this so that all parties are on the same page.

Key Submittals

The Testing/Commissioning Procedures submittal would be reviewed by the Berg's Lead Inspector and water specialist, Mike Masengale, would also be forwarded to the City for comment. This would be specific to each parameter to ensure when the SA-7 Facility cutover is accomplished the system will be up and running with no issues.

The 7-Day Shutdown Activity submittal will also be reviewed by Mike Masengale and Project Manager, Dave Smith. It would also be forwarded to the City for comment. This will be a very high detailed activity plan to include required work activities, testing requirements, contingency plans, contact phone numbers and sufficient float (min 1 day) to allow for minor issues.

Progress Meetings

Our team will prepare the agenda, chair all meetings, and issue subsequent meeting notes. In addition to weekly progress meetings where safety, anticipated work, schedule, and submittals are discussed, there may be internal meetings with the City or issue resolution meetings. Tailgate, weekly and monthly safety meetings and third-party coordination meetings will also be held. For time-critical materials, we encourage and conduct readiness meetings between the designer, contractor, and supplier, as-needed, to expedite the approval process and avoid multiple re-submittals and the associated loss of time.

Health & Safety

While we do not want to interfere with the contractor's means and methods of performing their work, there are several things that we can do to promote a positive attitude towards best practices:

- Remind the contractor of the requirement to implement an approved safety program
- Participate with the contractor in safety reward lunches
- Report unsafe acts or conditions
- Promote the tracking and posting of project safety statistics

We conduct a review of the site to verify all safety measures are in place, and we look beyond the immediate limits of the project to see if an unintended consequence is a result of the project set-up. Our field staff are OSHA and HAZMAT trained and promote safe practices by pointing out equipment or situations that are not safe and praising a safe work approach. Berg will ensure that the contractor is made aware of and follows the most current City, county, and CDC Health mandates, such as those designed to protect

workers, staff, and the public from the transmission of COVID-19 and variants.

Progress Payments

A crucial task for our Inspector is to verify quantities for recommended payment of the contractor's monthly pay application. Spreadsheets are used to track bid items such as the amount of concrete used for each concrete mix design, the amount of asphalt placed per mix and day, the amount of aggregate base placed, etc. This is also used to ensure quality assurance testing frequencies are met in a timely manner.

Our Contracts Administrator will receive and review Certified Payroll Documents to ensure timely submissions are received. They compare certified payroll submissions to our inspector's daily reports to verify consistency. They will generate a list of all contractors that worked each week and will confirm that corresponding CPR's were received or a 'no work performed' statement provided.

Our Project Manager will receive, review, and recommend to the City for payment the construction contractor's pay applications, having verified quantities and pertinent supporting documentation. All pay items are documented on Quantity Sheets (Q Sheets) per Caltrans procedures. Timely processing of progress payments represents a significant factor for the success of the project. As part of the monitoring and verification process, we calculate and forecast to assess if a bid item will exceed 5% of the original bid quantity. If we find this is the case, we will be able to notify the City with enough advance notice to take corrective action or facilitate a change order. It is important to encourage the contractor to submit timely billing and then to pay quickly for verified work completed to avoid delay claims.



Typically, we encourage the contractor to meet with us prior to formal submission of the progress payment request to make certain that there are no miscommunications that might delay review and approval. In addition to verification of quantities to ensure that the contractor is not being overpaid, the review includes:

- Review of as-built documentation to make certain that it is up to date.
- Review of on-site materials advance payments (if allowed under contract) to make certain that materials previously paid for remain properly stored and, if incorporated into the work, are deducted from the advance installed price.
- Review of amounts withheld to correct any significant deficiencies that have been identified but not corrected.

Reporting

Consistent and complete recording of project progress is important to keep City staff informed of what is happening, to provide a comprehensive record of work performed and the quality of that work, and to have accurate documentation in the event that there is a change or claim. Daily reports are one tool to make certain that all pertinent information is gathered, including:

- Climate conditions and their effect, if any, on work activities
- Number of workers by trades, including shift work
- Material and equipment
- Construction activities by trade and location
- Special inspections
- Deficient or repeated work
- Observations of work completed
- Interesting or unusual occurrences
- Any work-related, off-site activity
- Work-related discussions, correspondence, or visitors to the site

Our monthly reports will contain a construction progress status update to provide you with a management level overview of construction progress and issues. In each case, we address how we are proceeding to resolve issues. Weekly reports contain “look-ahead” schedules, list of meetings, a summary of work activities, and schedule updates from the week. These reports

are very important for monitoring the contractor’s schedule and having a detailed look into each week of the project including:

- Total work days, weather and manpower statistics
- Status of potential changes and change orders
- Representative progress photos



Project Closeout

Punch-Lists

Once substantial completion occurs, a punch list is developed of items requiring the contractor’s attention to be completed. Our team will schedule the final inspection once the punch list has been delivered. Sufficient payments will be held back so that discrepancy lists are completed in a timely manner.

Redline As-Built

Our team will maintain redline as-built plans throughout construction. As RFIs and design clarifications are issued, we incorporate the changes into the redline as-built plans. Any additional contractor as-built deviations from the design documents are included in the redline as-built plans. At the conclusion of the construction phase, we forward the redline as-built plan to you for preparation of the project’s official as-built plans.

Close-out

All changes must be reflected on the as-built plans. All claims and payment items must be negotiated and finalized for final payment. Final payment retention will not be released until acceptance of the project by appropriate authorities.

As construction work approaches completion, we work with the contractor to coordinate the collection of warranties, guarantees, lien releases, spare parts, operation and maintenance manuals, and record documentation. We review documentation to make certain that it is in the proper format and contains the information required by contract. We compile this information to verify that all documentation is complete prior to issuing a Certificate of Substantial Completion.

E. Relevant Project Experience



Project: On-Call Capital Improvement Program
Location: Santa Monica, CA
Year Completed: 2023
Client: City of Santa Monica
Client Contact:
Carlos Rosales, PE
CIP Project Manager, City of Santa Monica
P: (310) 458-8721 x 2620
E: carlos.rosales@smgov.net

On-Call Capital Improvement Program | City of Santa Monica

Berg currently holds an on-call contract for various CIP projects that began in January of 2016.

FY 15/16 Annual Water Replacement. This \$1.4 million project constructed along Ocean Avenue included upgrades to the City's waterline distribution system, and restored asphalt roadway paving and striping. After approximately 2,000 ft. of existing water main was replaced, 110,000 square feet of Ocean Avenue roadway was ground and capped with rubberized hot mix asphalt. The work began next to the highly congested entrance to the Santa Monica Pier and included consistent outreach to the business and residential communities.

FY 18/19 Annual Water Replacement. This \$4.9 million project had similar elements to the FY 15/16 project but on a larger, more complex scale. The replacement of 7,000 ft. of water mains were scattered throughout the city at 10 different locations. Some locations were residential, and some were commercial, and some were both. The

projects biggest challenge of keeping all stakeholders informed was successfully met by the CM team.

FY 19/20 Annual Water Replacement. This third fiscal year water main project involves 13 project locations that encompass businesses, residences, and schools. Work includes installation of 8" and 12" PVC and PVCO, rehabilitation of existing pipe, installation of new gate valves, new fire hydrants, and service lines, as well as connections to existing systems, chlorination, flushing, pressure testing, and reconstruction of the trench and roadway to final grade. It also entails extensive traffic control, coordination of existing services, and replacement of damaged traffic loops detectors.



Project: Frisbie Park Sewer Lift Station
Location: Rialto, CA
Year Completed: 2020
Client: City of Rialto
Client Contact:
Thomas Crowley, PE
Utilities Manager, City of Rialto
P: (909) 820-8056
E: TJCrowley@rialto.ca.gov

Frisbie Park Sewer Lift Station | City of Rialto

Berg provided construction management, inspection, and certified payroll services for the construction of a sewer lift station, a force main, storm drain modifications, and two gravity lines within a park in Rialto.

Work that contained roadway improvements required cold-milling, construction of ADA ramps, double adjusted manholes, backfill and compaction tests, and installation of traffic loops. The 4-month project also included installation of new 4-inch diameter PVC pipe and 8-inch diameter clay pipe. Much emphasis was placed on coordination with the utility companies for the project. The Berg Team encountered several utility companies delays but was able to coordinate with utility executives to resolve the issues and to move the project faster towards completion.



Project: Water Pipeline Replacement Improvement

Location: El Segundo, CA

Year Completed: 2019

Client: City of El Segundo

Client Contact:

Lifan Xu, PE

City Engineer, City of El Segundo

P: (310) 524-2368

E: lxu@elsegundo.org

Water Pipeline Replacement Improvement Project | City of El Segundo

Berg served as primary construction manager for this Bid-Build project. Approximately 950 feet of existing old water mains, located primarily on two residential streets, were replaced with 8" – 12" ductile iron pipe. In addition, 22 water services and 2 fire hydrants were replaced. The project included laying of new pipe, installation of gate valves, fire hydrants, meters, air relief valves and associated laterals as well as connections to existing systems, chlorination, flushing, pressure testing, and reconstruction of the trench and roadway to final grade. Additionally, 2 existing valves were removed and replaced at the request of the water department. This extra work was tracked and paid on a T&M basis.

Mike served as lead inspector, overseeing the contractor's daily activities, monitoring contractor schedule and provided issue-resolutions in the field.



Project: Hawthorne Boulevard & Pacific Coast Highway Water Main Replacement

Location: Torrance, CA

Year Completed: 2022

Client: City of Torrance

Client Contact:

Steven Finton, PE

Engineering Manager, City of Torrance

P: (310) 618-6260

E: SFinton@torranceCA.gov

Pacific Coast Highway at Hawthorne Boulevard Intersection Improvement Project | City of Torrance

The first phase of this two-part project replaced the water main at the intersection of Hawthorne Boulevard and Pacific Coast Highway and included work with 8", 12", and 16" water lines. With many shops in the area, it was important to properly implement traffic control so construction would not impede on access to businesses. Other project services included trench excavation, pipe laying, sidewalk reconstruction, cold milling, HMA paving operations, pavement striping, and curb making. The project also included streetlights, traffic signal systems, and the installation of traffic signal loop detectors.

The second phase of this project has just kicked off and will widen the intersection at Hawthorne Boulevard and Pacific Coast Highway to in order to create dual left-hand turn lanes and right-turn pockets at all four approaches. New PCC pavement sections will generally consist of Jointed Plain Concrete Pavement (JPCP) over Lean Concrete Base (LCB) over Class 3 Aggregate Base. The project will also include traffic signals, a water main installation, relocation of catch basins, a small retaining wall, new landscape, and irrigation.

Success Story: When the contractor had significant weather delays, Berg's inspector made sure to inspect the traffic control set-up and message boards even when the contractor was not working. He discovered that the contractor had a defunct message board that would stop working, so he documented the issue and worked with the contractor to make sure there was always effective traffic control in place.



Project: Raymond Avenue Grade Separation
Location: Fullerton, CA
Year Completed: 2019
Client: City of Fullerton
Client Contact:
Ross Lew, PE
Program Manager - Highway Programs, OCTA
P: (714) 560-5775
E: rlew@octa.net

Raymond Avenue Grade Separation | City of Fullerton

Berg served as Prime construction manager providing a full service 9 person CM team for the City of Fullerton's Raymond Avenue Grade Separation. The project which is one of seven grade separations within the OC Bridges Program, included the construction of a vehicle undercrossing rail bridge, a pump station, and the relocation of multiple wet and dry utilities including the "Orange County Feeder," a 42-inch spiral steel pipeline owned by the Metropolitan Water District.

Berg provided resident engineering, complete construction management and quality assurance services for the project. Pump station work included fabrication and installation, setting the pumps, fine tuning controls, and installing piping, catwalks, and handrails with features such as electrical systems, control systems, gas detection systems, fall protection systems, and an intrusion detection system.

The Berg Team worked closely with third-party utilities – the Metropolitan Water District (MWD), Southern California

Edison (SCE), AT&T, Time Warner Cable and SoCal Gas – to coordinate utility relocation sequencing. One utility, the "OC Feeder," required frequent watering and dewatering which was necessary to flush the line in order to perform bacteriological tests. It also required coordination with other projects occurring along the pipeline. Specifically, the City of Fullerton water line, which had to be completed in multiple stages. Staging of utility work so that existing utilities remained in service while installing new utilities became an issue. To solve this, the Berg Team carefully modeled a work sequence that would ensure minimal impact to businesses and residents during construction while maintaining the construction schedule. The hour-by-hour schedule for connections was approved two weeks in advance and readiness reviews were held the week prior to shut down.

F. References

See below references for projects where similar work was performed within the past five years.

On-Call Capital Improvement Program

Carlos Rosales, PE
CIP Project Manager
City of Santa Monica
P: (310) 458-8721 x 2620
E: carlos.rosales@smgov.net

Frisbie Park Sewer Lift Station

Thomas Crowley, PE
Utilities Manager
City of Rialto
P: (909) 820-8056
E: TJCrowley@rialto.ca.gov

Water Pipeline Replacement Improvement

Lifan Xu, PE
City Engineer
City of El Segundo
P: (310) 524-2368
E: lxu@elsegundo.org

Middle Harbor Pier E

Darrin Lambrigger, PE
Director, Construction Management
Port of Long Beach
P: (563) 283-7200 x 7205
E: darrin.labrigger@polb.com

Raymond Avenue Grade Separation

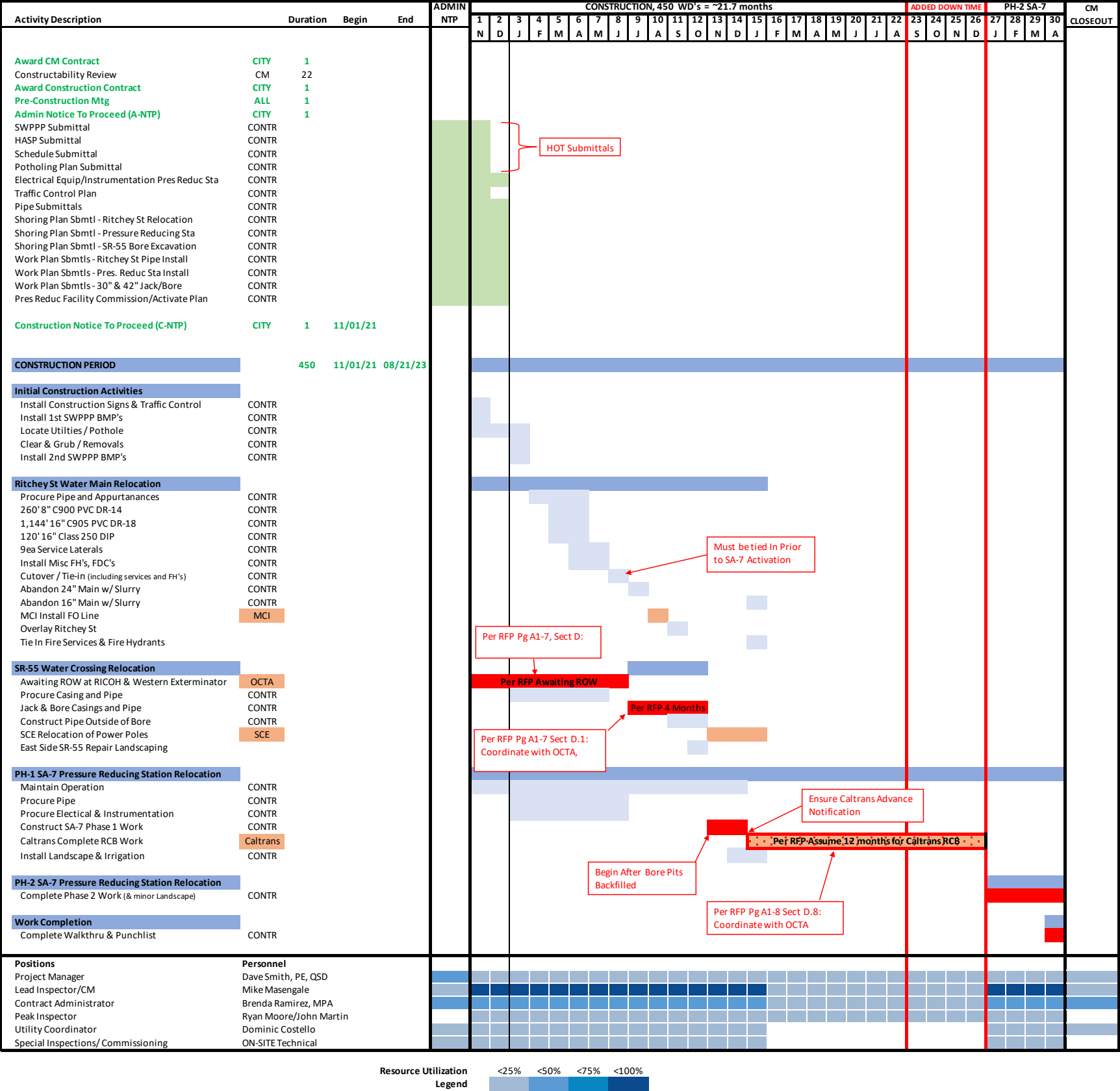
Ross Lew, PE
Program Manager, Highway Programs
OCTA
P: (714) 560-5775
E: rlew@octa.net



2

Scope of Services & Schedule

A. Draft Schedule of Work



Notes from Project Manager, Dave Smith, PE, QSD

A. Issue: The Contract time noted in the Specifications does not allow for the work to be completed within the requirements as identified in the RFP.

1. Project commences 11/1/21, has 450 WD's, plus the 80 WD for PH-2 (per Addendum) and therefore, must end ~12/15/23 (See items B.1 & B.2 below).
2. Cannot begin SR-55 Jack & Bore till 7/1/22 and this operation is to take 4 months (See items B.3, .4, .5 & .6 below), therefore Jack & Bore begins on WD 167 and ends on WD 250.
3. Cannot begin SA-7 Pressure Reducing Facility Phase 1 until SR-55 Jack & Bore is done (See Item B.6 below), therefore SA-7 Ph-1 begins WD 251 and ends ~40 WD later WD 291.
4. Caltrans to complete RCB adjacent to SA-7 facility between Phase 1 & 2, and is allowed 12 months to complete this (See Item 7), therefore Caltrans RCB work begins WD 291 and ends WD 537.
5. SA-7 Ph-2 cannot commence until Caltrans RCB window (12 months) is complete and SA-7 Ph-2/ Closeout is allowed to take 4 months, therefore this work begins WD 537 and ends WD 617.
6. Based on critical path, the contract would take an additional ~80 WD's beyond the allotted 530 WD's.

B. Background

1. The provided Contract Specifications (section PRPOSAL, page P-6 of P-21) indicate the Contractor has 450 working days to complete all work except PH-2, and PH-2 is allowed 80 working days. Addendum 2 identified these as not concurrent therefore requiring 530 WD. This is approximately 26 months total.
2. The CM RFP section INTRODUCTION/BACKGROUND, page A1-1, 1st paragraph, states that construction to begin fall of 2021. For these purposes, we have assumed begin November 1, 2021.
3. The CM RFP section INTRODUCTION/BACKGROUND, subsection Location of Project Sites, page A1-3, 3rd paragraph, states that construction in the new Santa Ana (Western Exterminators) right of way and easements may not commence until June or July 2022. For these purposes, we have assumed July 1, 2022.
4. The CM RFP section INTRODUCTION/BACKGROUND, subsection Location of Project Sites, page A1-3, 5th paragraph, states that construction in the RICOH right of way and easements may not commence until June or July 2022. For these purposes, we have assumed July 1, 2022.
5. The CM RFP section ADDITIONAL CONSTRUCTION INSTRUCTIONS/INFORMATION, subsection D Sequence of Construction, page A1-7, paragraph 2 and 3, reiterate comments 3 and 4 noted above.
6. The CM RFP section ADDITIONAL CONSTRUCTION INSTRUCTIONS/INFORMATION, subsection D Sequence of Construction, sub-item 1, page A1-7, states that construction of the jack and bore under the SR-55 shall be completed prior to construction of the relocated SA-7 Facility, and that the Jack & Bore to be assumed to take 4 months.
7. The CM RFP section ADDITIONAL CONSTRUCTION INSTRUCTIONS/INFORMATION, subsection D Sequence of Construction, sub-items 6, 7 & 8, page A1-8, states that:
 - a. The Freeway Widening project can not begin until the existing SA-7 facility is taken out of service (new one is in service, Phase 1),
 - b. No new site improvements can be constructed on the Caltrans easement until Caltrans contractor has constructed their new 8' x 4' RCB. These new site improvements are known as Phase 2.
 - c. The Caltrans work is to be assumed to take 12 months.

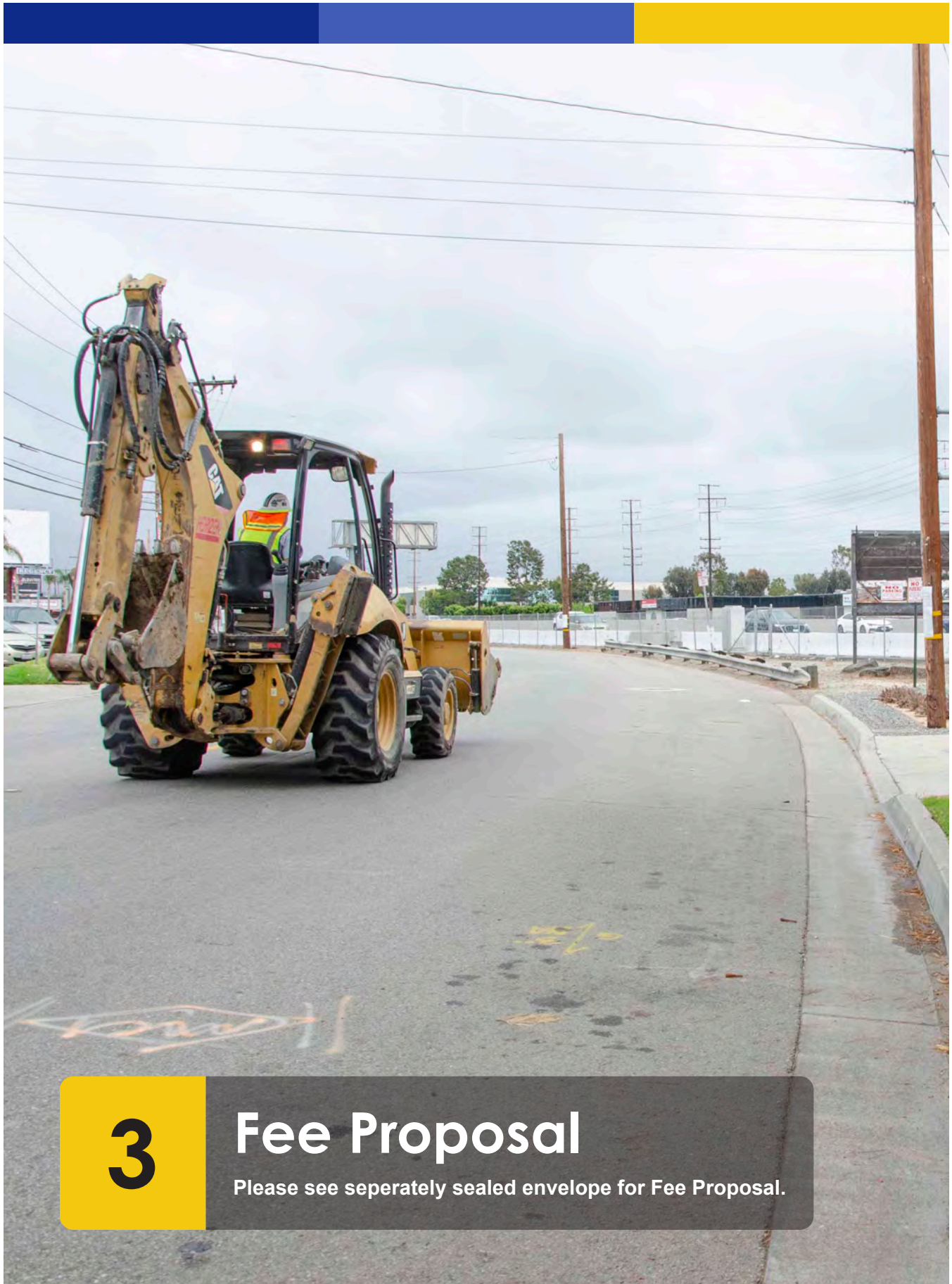
C. Potential Resolutions

1. Extend the Contract time to allow for the needed time of Caltrans 12 month window. This would increase the time by approx. 80 WD's to approx. 600.
2. Make the portion of the Caltrans window that does not have contract work on it, non-contract working days as long as the City contractor is not working. This would add approximately 4 months (80 WD's).
3. Allow all submittals and pipe procurement to occur during an administrative NTP and begin the Project construction (NTP) at a later date instead of November 2021 (see item B.2 above).

B. Scope Tasks with Deliverables

In addition to those found in section D.2., the following table further defines the subtasks and their deliverables.

Sub-Task No.	Sub-Task Name	Sub-Task Description	
4	Local Assistance Documentation/Funding Contract Management Requirements	To provide separation of individual Contract costs. Track and log all CM Team hours and costs according to construction contract number.	<ul style="list-style-type: none">Monthly CM Team invoice to be organized in a construction contract specific manner.
6	Project Changes & Construction Change Management	Review of proposed changes to the project, maintenance of as-built drawings and specs; evaluation of changes, tracking of all changes on the project, including but not limited to Design Revisions, RFC, Field Memos, CO, etc.	<ul style="list-style-type: none">Perform quantity and cost analysis as required for negotiation of change ordersPrepare Change order documentation
7	Communication & Correspondence	Facilitation of effective communication among all stakeholders on behalf of the owners and the monitoring and tracking of official responses, and project directory.	<ul style="list-style-type: none">Tracking logs of all project correspondenceCommunication flowchart
8	Construction Progress Reports	Generation and review of construction progress reports (Monthly/Weekly) & non-inspection staff daily reports	<ul style="list-style-type: none">Monthly construction Progress report
9	Schedule Monitoring	Review of baseline schedule, review and monitor monthly schedule updates for logic, durations, resource changes. Review and maintain as constructed schedule and updated monthly, generation of WSWD. Review of Three Week Look Ahead schedules.	<ul style="list-style-type: none">Prepare schedule review comments.Monthly review of contractor's schedule updates and provide a summary with schedule statusMonitor and provide comments regarding utility/3rd party coordination with various utility companies/3rd parties and the Contractor
10	Progress Payment Monitoring	Review and monitor contractor's projected and actual costs, preparation of progress payment recommendations, including payment meetings with the contractor. Preliminary tracking, Stop Notices tracking, review of contractor as-builts. Evaluation and confirmation that costs/schedule of T&M Tickets are reasonable.	<ul style="list-style-type: none">Contractor's certified application for paymentProgress payment request documents suitable for approvalQuantity sheets
11	Third Party Coordination	Utility (Water, Gas, Sewer, Electric, etc.), Caltrans, County, etc., coordination, other owner Contractor coordination (Not public or environmental stakeholders, refer to other cost codes)	<ul style="list-style-type: none">Coordinate schedule with utility companiesProvide correspondence logs with utility companies
12	Progress/Coordination Meetings	Conduct and facilitate weekly progress meetings, generate agenda, minutes, scheduling parties as needed.	<ul style="list-style-type: none">Agenda with status of open items from previous meetingsMeeting minutes, for review, with action items notedAmended meeting minutes, if requiredSubmittal, Issues log, Change Order log and RFI and RFQ working logs
13	Environmental & Cultural Monitoring/Coordination	Verification of applicable environmental permits have been acquired and are current, management that they have been renewed as needed; coordination with archeologist/ paleontologist or biologist. SWPPP inspection, REAPs, BMPs.	<ul style="list-style-type: none">Contractor(s)' SWPPP monitoring reportsDocumentation of site conditions kept in project file for the record.
15	Submittal/RFI Review	Monitoring and coordinating the submittal/RFI workflow process. Review of submittals and verify they are in compliance with contract specifications or other regulatory requirements. Review of RFIs are reasonable and understandable.	<ul style="list-style-type: none">Review submittals for general compliance with the specification and forward to designer for reviewCopy of all approval letters, approved working drawings, submittals and final submittal logComprehensive log of all outstanding RFIs and their statusPrepare responses to RFI's related construction issuesTransmit design related RFI's to design engineerConduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's
16	Document Management	Electronic and hardy copy (if applicable) management of all project records involved in the construction of the project. Scanned and filed in appropriate categories. Updating statuses/BIC for RFI, Submittal, and other pertinent document type in logs, updating correspondence log.	<ul style="list-style-type: none">Comprehensive logs of all documents in the project filesRFI, Submittal, and other pertinent Tracking logs and status updatesAutomated reminders & updates for Review due datesUpdate/maintain electronic and hardcopy files
17	Review Certified Payroll Records	Verification of certified payroll reports are in conformance with contract provisions and state/federal laws. Review of statement of compliance, spot-check wages, and notification of discrepancies, conduct interviews. Verify CPR's uploaded to DIR website	<ul style="list-style-type: none">Review comments part of monthly pay applicationLabor Compliance interview records
18	Inspection - Field	Monitor, evaluate, approve, reject contractor's work in accordance with contract provisions and state/federal regulations and QA manual. Take progress photographs, videos, and field measurements for compliance. Evaluation and coordination of temporary traffic control, including signal timing as necessary to ensure the safe and efficient handling of traffic through/near project site with local agency traffic engineers. Monitor Contractor's safety program.	<ul style="list-style-type: none">Compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving or rejecting the contractor's work in accordance with the approved construction contractVerify field measurements for compliance
19	Inspection - Documentation	Inspector's daily report, maintain as-built plans, review and update construction schedule, review/coordination of materials, testing laboratory, source inspection, and maintain project records, label photographs/videos, manpower and equipment log tracking.	<ul style="list-style-type: none">Inspection Daily ReportsRedlined plans (This set will be in addition to the contractor's marked up set of contract drawings)Quantity calculations for progress paymentsCopies of safety issues discussed during contractor's tailgate meetings



3

Fee Proposal

Please see seperately sealed envelope for Fee Proposal.



4

Certifications

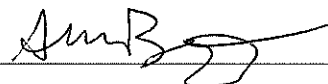
Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

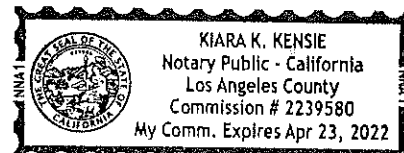
Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed 

State of California
County of LOS Angeles

Subscribed and sworn to (or affirmed) before me on this 16 day of August, 2021, by Alicia Berg, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Notary Public Signature



Notary Public Seal

**please see attached
Kiara K. Kensie
8/16/21*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

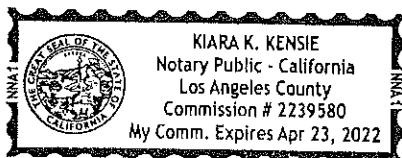
State of California

County of Los Angeles

On August 16, 2021 before me, Kiara K. Kensie (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Alicia Berg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Kiara K. Kensie
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-COLLUSION Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

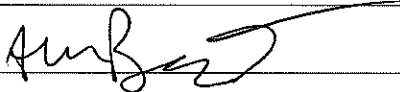
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Berg & Associates, Inc.

Signed and Printed Name: _____



Alicia Berg

Title Director of Research and Development

Date 8/15/2021

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

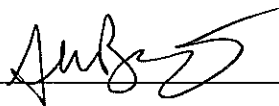
The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:  Alicia Berg

Title: Director of Research and Development

Firm: Berg & Associates, Inc.

Date: 8/15/2021




5

Appendix

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 13%
 3. Project Description: SR-55/Ritchey Water Improvement Project - CM and Inspection Services
 4. Project Location: Ritchey Street, City of Santa Ana
 5. Consultant's Name: Berg & Associates, Inc. 6. Prime Certified DBE: ☒


7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection Services	CUCP #28963	Berg & Associates, Inc. 302 W. 5th Street, Suite 210 San Pedro, CA 90731 (310) 548-9292	100%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION 100 % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Alicia Berg 14. Preparer's Name VP/Director of Research and Development 16. Preparer's Title </div> <div> 08/15/2021 13. Date (310) 292-9993 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 13%
 3. Project Description: SR-55/Ritchey Water Improvement Project - CM and Inspection Services
 4. Project Location: Ritchey Street, City of Santa Ana
 5. Consultant's Name: Berg & Associates, Inc. 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Management and Inspection Services	CUCP #28963	Berg & Associates, Inc. 302 W. 5th Street, Suite 210 San Pedro, CA 90731 (310) 548-9292	TBD
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$ TBD
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			100 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Alicia Berg 17. Preparer's Name _____ VP/Director of Research and 19. Preparer's Title _____ 08/16/2021 16. Date _____ (310) 548-9292 18. Phone _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



DAVE SMITH | PE, QSD/QSP

Project Manager

Position with the Company

Project Manager & Resident Engineer

Years of Experience

30 Years with Berg

Length of Time with the Company

23 Years with Berg

Licenses, Registrations and Certificates

Registered Professional Engineer, Civil, CA, No. C54625

Qualified SWPPP Developer/Practitioner (QSD/QSP) No. 23451

Metrolink Roadway Worker Protection Training

Metrolink Third-Party Contractors Safety Training

BNSF Roadway Worker Protection Training

Foundations and Shoring

AC Pavement and Quality Control Professional Certificate

Lead Supervisor and Worker Training

Caltrans "Just in Time Training" (JITT)

Educational Background

BS Civil Engineering, California State Polytechnic University Pomona, 1992

Experience

Dave Smith, PE, QSP, has more than 30 years of experience as Project Manager, Resident Engineer, and Structures Representative on large, multi-staged, multi-phased public works projects. Dave has a strong background in Public Works standards and procedures and delivers superior service in a complex management role. His attention to detail and thorough knowledge of construction practices means that the City of Santa Ana will have a well-run job with a quality end product. His career began at the Caltrans District 8 Bridge Department. With Berg since 1997, he has successfully managed construction of roadway improvements, water lines, pump stations, railroad bridges, grade separations, highway interchanges, dredging, wharf improvements, and rail projects.

Work History

Resident Engineer, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments (SGVCOG)/Alameda Corridor East Construction Authority (ACE), City of Industry, CA. Berg & Associates, Inc. Aug. 2019 – July 2021. Dave provided resident engineering for this \$84 million grade separation project in the City of Industry that involves over 14,000 feet of railroad track construction, over 10,000 feet of retaining wall construction, 3 bridge structures (UPRR, roadway, and pedestrian), and an extensive, deep sewer and storm drain with dewatering measures. This complex 5-stage project has 19 phases that require the closure of the City's main thoroughfare while Fullerton Road is lowered under the existing UPRR tracks and a four-track railroad bridge is built. Dave reviewed and responded to contractor requests for information, provided stakeholder management, and third-party utility coordination with the Water Department, Verizon, and Southern California Edison. He oversaw construction management staff and provided quality assurance and project administration.

Resident Engineer, Raymond Avenue Grade Separation, City of Fullerton/Orange County Transportation Authority (OCTA), Fullerton, CA. Berg & Associates, Inc. Aug. 2013 – Jul. 2019. Dave lead the Berg construction management team for this \$45 million Orange County Transportation Authority (OCTA) BNSF grade separation. The project eliminated the at-grade railroad crossing to facilitate better traffic flow and increase safety for vehicles and pedestrians. Work included major utility relocations, rail and

roadwork, a new bridge structure and pump station and, required extensive coordination with adjacent grade separation construction projects.

Construction Manager, Middle Harbor Pier E Slip No. 1 Fill and Berth D28 Demolition, Port of Long Beach (POLB), CA. Berg & Associates, Inc. Oct. 2012 – Apr. 2014. Dave served as Resident Engineer/Construction Manager for this \$19.8 million demolition and dredge of Wharf D28 and fill of Pier E Slip No 1. Wharf work included expert review of dredge plan and bathymetric survey for fill replacement, electrical and storm drain utilities, extensive pile driving, dredging and comprehensive coordination of quarry rock and armor stone replacement around Pier E Construction.

Resident Engineer/PM/Structures, I-10/Riverside Avenue Interchange, San Bernardino County Transportation Authority (SBCTA) Previously SANBAG, City of Rialto, CA. Berg & Associates, Inc. Apr. 2009 – Jun. 2012. The \$34 million interchange project replaced an existing five-lane Riverside Avenue bridge over the I-10 freeway with a nine-lane bridge. The existing bridge was demolished safely and efficiently during a weekend closure. The busy freeway was re-opened early. The project included reconstruction of off and on ramps in both directions and the widening of Riverside Avenue, necessitating new signals and a new left-hand turn pocket. Dave mitigated traffic issues in this busy truck, commuter and commercial vehicle thoroughfare, by establishing a Community Traffic Advisory Committee to monitor community concerns and to together develop solutions to potential traffic flow impediments. The project was completed on an incentive based accelerated schedule without claims.

Project Manager, SR-101, SR-118 and SR-23 Widening Projects, Caltrans District 7, Ventura, CA. Berg & Associates, Inc. 2006 – 2009. Dave managed two consecutive Berg Engineering On-Call Contracts with Caltrans District 7 in the Ventura region totaling \$115 million in construction value. Dave assessed staffing needs, identified support personnel candidates for placement under the direction of Caltrans personnel. He interfaced with Caltrans Resident Engineers, Regional Managers and Contract Administrators to ensure required staffing levels and performance met with Caltrans standards. He prepared monthly reports, monitored budget and staffing status, reviewed project progress, performed staff evaluations and provided staff training.

Project Manager, Pigeon Pass Road Street Improvements, City of Moreno Valley, CA. Berg & Associates, Inc. May 2008 – Jun. 2009. Dave managed the \$6.4 million widening of Pigeon Pass Road that transformed a varying-width road to a four-lane road with turn pockets. Three intersections had signal modifications. Work involved traffic control, excavation, grading, aggregate base, grinding and overlay, AC paving, sidewalk, storm drain, street lighting, signalization, signage, striping, and landscape. The project required coordination with the Eastern Municipal Water District, Southern California Edison, and the Riverside County Flood Control.

Structures Representative, Ocean Blvd Grade Separation/TI-47 Freeway Interchange, Port of Long Beach (POLB), CA. Berg & Associates, Inc. Oct. 2004 – Aug. 2007. Dave was responsible for structural review and inspection – per Caltrans standards – for this project involving two cast-in-place post-tensioned bridges; MSE walls; stone columns; overhead sign structures; signalization and lighting; earthwork and excavation; PCC & AC paving; and extensive utility relocations including gas, electric, water, storm drain and telephone. The project also involved complex staging, coordination with multiple utilities and agencies, and Caltrans oversight.

Resident Engineer/Structures Representative, SR-60 Bridge Widenings and HOV Lane Construction, Riverside County Transportation Commission (RCTC), Moreno Valley, CA. Berg & Associates, Inc. Sep. 2007 – Nov. 2008. Dave led the Berg team as Prime Construction Managers on this highway improvement project with Caltrans oversight and CMAQ federal funding. The project constructed HOV lanes within the

existing median along a 13.2-kilometer segment of State Route 60 and included construction of under-crossings, sound walls and on and off ramps at three interchanges requiring five separate bridge structures.

Project Manager, Multiple Projects for Alameda Corridor Transportation Authority (ACTA), CA. Berg & Associates, Inc. Nov. 1999 – Jun. 2013. Dave served as R.E. on the Long Beach Rail Bridge over the Dominguez Channel while overseeing, as Project Manager, multiple other grade separations for the South End of the Alameda Corridor. Dave's responsibilities included oversight of about \$70 million in construction costs, technical performance, project delivery, and review and approval of monthly invoicing, budgeting and scheduling.

Resident Engineer/Structures Representative, Long Beach Lead Bridge, Alameda Corridor Transportation Authority (ACTA), Long Beach, CA. Berg & Associates, Inc. Nov. 2000 – Dec. 2001. The project involved the staged replacement of an existing railroad bridge over the Dominguez Channel, while maintaining active rail lines to the Ports of Long Beach and Los Angeles. Work included soil enhancement, construction of 4,000 feet of heavy gage rail track, placement of a rail diamond switch and the relocation of gas and oil lines.

Resident Engineer/Structures Representative, Carson Street/I-605 Interchange Project, City of Long Beach, CA. Berg & Associates, Inc. Nov. 1997 – Oct. 1999. This Caltrans oversight interchange included demolition of a pedestrian walk-way over the I-605, relocation of the I-605 SB on and off ramps at Carson Street, construction of an I-605 SB auxiliary lane and the widening and reconstruction of 2,000 feet of Carson Street at the I-605.

Structure Representative/A.R.E., Seaside Avenue/Navy Way Grade Separations, Port of Los Angeles (POLA), CA. Berg & Associates, Inc. Nov. 1995 – Oct. 1997. Dave managed inspection, testing, survey and third-party coordination for two grade separations, MSE walls, relocation of fuel line and force main sewer, power supply, roadway lighting, and traffic signalization. Work was completed on an accelerated schedule in a hazardous waste site and required interaction with 22 different entities and 17 different utilities.

California Department of Transportation (Caltrans), District 8. Jun. 1992 – Oct. 1995. As an employee of Caltrans, Dave's responsibilities included supervising construction inspection and survey, falsework structural analysis, post-tensioning plan review, documentation per Caltrans procedure, maintaining communication with the contractor to avoid and/or resolve disputes or discrepancies.

Technical Aide I, City Engineering Services, City of Industry, Willdan Associates. Jun. 1991 – Sep. 1992. Dave served as a Federal Compliance Officer for federally funded projects. His responsibilities included construction bid analysis, field analysis and implementation management.



MIKE MASENGALE

Main Inspector/CM

Position with the Company

CM/Lead Inspector/Water Specialist

Years of Experience

36 Years of Experience

Length of Time with the Company

4 Years with Berg

Licenses, Registrations and Certificates

OSHA Subpart M - Fall Protection Certificate

OSHA Compliance & Workplace Safety

Trenching & Shoring Safety

Traffic Control & Flagging Safety

Workzone Traffic Control for Construction

Safety Trained Supervisor Construction (STSC)

Metrolink Third-Party Contractors Safety Training

Educational Background

Business Administration, Golden West College

Primary Non-Commission Officer School, U.S. Army

Experience

Mike Masengale has 36 years of water systems experience; in which, he has served 4 years with Berg as a Construction Manager, 10 years as Superintendent, 18 years as Foreman, and 6 years as a laborer. Mike is experienced with CM practices and will provide added value due to his crossover knowledge from working on the contractor's side. He has overseen contracts and projects ranging from \$1,500 to \$20 million.

Mike has completed projects involving water, sewer, storm drains, emergency repairs, grading, paving, and concrete work. He regularly and efficiently coordinates with three to six crews simultaneously and is an excellent project leader. He also communicates effectively and cooperates well with owner representatives for the successful completion of projects.

Work History

Construction Manager/Inspector, FY 2019/2020 Annual Water Main Replacement Project, City of Santa Monica, Santa Monica, CA. Berg & Associates, Inc. June 2021 – November 2021. Mike is serving on his third annual water main project where he serves as the City's point of contact, oversees all construction activities, provides daily documentation and reports, and interfaces with the community. The project replaces the old waterline system and includes full asphalt repavement.

Construction Manager/Inspector, FY 2018/2019 Annual Water Main Replacement Project, City of Santa Monica, Santa Monica, CA. Berg & Associates, Inc. Sept. 2020 – June 2021. Mike served as CM/Lead Inspector for Berg's second Annual Water Main Replacement Project for the City of Santa Monica. Mike oversaw the contractor during the day-to-day construction of upgrades to the waterline distribution system. The project involved replacing existing water mains then grinding and capping the roadway with rubberized hot mix asphalt.

Inspector, Rail Top Bridge Replacements, Southern California Regional Rail Authority (Metrolink), Antelope Valley, CA. Berg & Associates, Inc. Aug. – Sept. 2019. Mike provided field inspection to support the replacement of eighteen bridges and culverts along three of the seven Metrolink operating lines. The project includes augercast pile within the foul zone for installation of precast wingwall panels, bridge top replacements (with and without removing track panels), and precast and cast-in place components.

Civil Inspector, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments (SGVCOG)/Alameda Corridor-East Construction Authority (ACE), City of Industry, CA. Berg & Associates, Inc. May 2019 – Jul. 2019. Mike served as Civil Inspector for this \$84 million grade separation project in the City of Industry that involves over 14,000 feet of railroad track construction, over 10,000 feet of retaining wall construction, 3 bridges structures (UPRR, roadway, and pedestrian), and an extensive, deep sewer and storm drain with dewatering measures. This complex 5-stage project has 19 phases that require the closure of the City's main thoroughfare while Fullerton Road is lowered under the existing UPRR tracks and a four-track railroad bridge is built.

Lead Inspector, Water Main Improvements on Cedar Street & Walnut Avenue, City of El Segundo, El Segundo, CA. Berg & Associates, Inc. 2018 – 2019. Mike served as Lead Inspector for the replacement of existing pipeline with new ductile iron pipe from 8 - 12 inches in diameter. The project included laying of new pipe, installation of gate valves, fire hydrants, meters, air relief valves and associated laterals as well as connections to existing systems, chlorination, flushing, pressure testing, and reconstruction of the trench and roadway to final grade. Mike oversaw the contractor's daily activities, monitored contractor schedule and provided issue-resolutions in the field.

Lead Inspector, N. Santa Monica Boulevard Reconstruction Project, City of Beverly Hills, Beverly Hills, CA. Berg & Associates, Inc. Aug. 2017 – Jul. 2019. Mike served as Inspector for the widening of N. Santa Monica Boulevard between Dohney Drive and Wilshire Boulevard, including 22 road intersections of varying size from major intersections to residential street junctions. Features include relocation and upgraded traffic control signals, installation of ADA access upgrades, new landscaping designed for water conservation, implementation of low impact drainage concepts complying with urban runoff water quality regulations and Installation of new street lighting system on the north side of N. Santa Monica Boulevard.

Construction Manager, FY 2015/2016 Annual Water Main Replacement Project, City of Santa Monica, Santa Monica, CA. Berg & Associates, Inc Jan. 2017 – Jul. 2017. 100% Mike served as the Construction Manager for Berg for the City of Santa Monica's \$1.5 million annual water main replacement project. Mike provided oversight for the replacement of a water main running down Ocean Avenue, replacement of connecting lines and repaving of the street at completion. In this role, he worked closely with the contractor, designer, and City staff to coordinate all contract activities and provided inspection of the work. Given the close proximity to the beach and the dense urban environment where the project is located, Mike had a significant role in managing the interface between the project and the public to make sure that pedestrians are safe and traffic impacts are minimized.

Construction Superintendent, W.A. Rasic, Long Beach, CA. 2005 – 2016. Mike supervised various public and private water, sewer and storm drain projects. He planned and organized personnel, equipment and material for construction, helped with construction cost estimation, interpreted construction plans and corresponded with owners, engineers and the project team to provide solutions avoiding critical path items. Mike also ensured worker and public safety during construction, prepared and compiled record as-builts after construction completion and coordinated with USA Digalert, Caltrans, Los Angeles County Department of Public Works, OSHA, Fire Authorities, Railroad Authorities, Federal, State, and Local Agencies.

- Construction Superintendent responsible for upgrade and repair of the water systems and emergency services. Projects involved utilization of various shoring systems and extensive traffic control measures. Mike worked closely with local businesses and community leaders to ensure minimal impact to residents and businesses and provided pre-construction input during design and coordination for construction inspection of numerous large and small diameter treatment plant

process lines, as well as the associated normal wet utility lines (such as potable water, storm water and sanitary sewer lines).

- Construction Superintendent on a \$1.4 million contract to install new water mains, services, and fire hydrants. The construction of this project consisted of the installation of 1,800 linear feet of 8-inch ductile iron mainline pipe, 2,200 linear feet of 12-inch ductile iron mainline pipe, over 100 new services and 4 fire hydrants.
- Project Coordinator for a \$5 million multiyear development of reclaimed water system involving modified design build delivery method. Project involved coordination with designers, development of multiple pricing scenarios, and coordination with five public jurisdictions.

Foreman, Doty Bros., Norwalk, CA. 1997 – 2005. Mike performed site utility work for private clients. He was responsible for the installation of water, sewer and storm drain, interpretation of construction plans, documentation of record drawings, managing laborers, record keeping of laborer work hours and organization of daily reports and change orders.

- Construction Foreman responsible for \$12 million groundwater treatment plant involving well head piping, 5+ miles of water transmission piping, concrete facilities, electrical and fiber optic systems, GAC vessels, and mechanical piping systems.
- Knott's Berry Farm Soak City Water Park, Buena Park, CA - Construction Foreman for construction of a \$2 million sewer collection system (4- to 18-inch), water distribution system (4- to 24-inch), attraction water feed (2- to 16-inch), return systems (12- to 30-inch), site drainage (6- to 30-inch), structural concrete for all attractions (foundations, wave pool, equipment pads, river structure, etc.), and chemical treatment systems for attraction water. Highlights included placement of over 4,000 cubic yards of concrete and placement of approximately 300,000 linear feet of piping.

Foreman and Laborer, Ken Thompson Inc., Cypress, CA. 1985 – 1997. Mike worked on projects for public and private entities. He installed PVC, DIP, ACP and steel water mains, VCP and PVC sewer, RCP and box culvert storm drain, performed excavation and compaction, oversaw installation of concrete sidewalk, curb and gutter, driveway approaches, asphalt paving, manholes, junction structures, valves, water services, offsets, fire hydrants, blow-offs, and air vacuum/release assemblies.

- Construction Foreman for a one-year infrastructure project with 8- to 12-inch sewer, 6- to 18-inch water, 18- to 96-inch storm drains and several dissipating outlet structures. Project utilized multiple shoring methods including, trench shields, hydraulic shoring, and various sloping techniques.
- Pelican Hills Golf Course, Newport Beach Development, CA - Construction Foreman responsible for proper installation of water, sewer, and storm drains ranging in size from 4- to 84-inch. Pipe included RCP, clay, PVC, and DIP. Project started at below sea level and rose to the elevation of 500+. Project utilized various shoring techniques including, trench shields, trench boxes, hydraulic shores, and various sloping techniques.



BRENDA RAMIREZ, MPA

Contract Administrator

Position with the Company

Director of Strategic Planning

Years of Experience

16 Years of experience

Length of Time with the Company

8 Years with Berg

Licenses, Registrations and Certificates

City/County Management Certificate

Roadway Worker – PHL

Lone Worker – PHL

Superuser in Procore

Unifier/Skier - Advanced

Buzzsaw

Educational Background

Master of Public Administration, USC | 2018

BS Anthropology/Law & Society, UCR

Experience

Brenda Ramirez has over 16 years of experience in program management, program evaluation, and administrative services at a corporate, federal, state, local and non-profit level. She holds a Masters of Public Administration from the University of Southern California with a concentration in city and county management. Brenda has extensive experience in report preparation and excels at data compilation and cost forecasting. She is responsible for critical project administration functions, including contract management, document control, project communications, and progress payment applications. Brenda takes a proactive approach to making sure her projects meet contract requirements and owner objectives.

Work History

Contract Administrator, Pacific Coast Highway and Hawthorne Boulevard Intersection Improvement Project, City of Torrance. Mar 2021 – Ongoing. Brenda supports the project manager to ensure all requirements of the contract are met. She routinely interfaces with the City at weekly project meetings, is responsible for project administration such as meeting minutes, document control system monitoring, and compliance of project specifications.

Contract Administrator, Antelope Road Raised Safety Median Improvements, City of Menifee, 2021 – Ongoing. Brenda provides quality assurance for the CM team's compliance with the contract documents including performing labor compliance, auditing the document management system, generating progress reports, and

reviewing CM invoices. The project entails installing a raised median, adding bike lanes, installing new loop detectors, and signing/stripping.

Contract Administrator/Labor Compliance, Frisbie Park Sewer Lift Station, City of Rialto, CA. Berg & Associates, Inc. Oct. 2019 – Mar. 2020. Brenda provided contract administration services for the execution and oversight of the contract with the City. She also provided labor compliance services through field interviews, DIR reviews, and monthly labor compliance reports.

Document Controller/Office Manager, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments (SGVCOG)/ Alameda Corridor-East Construction Authority (ACE), City of Industry, CA. Berg & Associates, Inc. 2016 – July 2021. Brenda provides office management and office engineering support in addition to being responsible for document control. She assists with personnel onboarding, trains personnel on Procore and helps resolve inefficiencies in the program. She customizes Procore modules to conform to ACE's requirements, receives and processes, tracks and logs, in Procure, all project

documentation including submittals, all project correspondence, RFIs, RFQs, CCOs and potential changes. Brenda assists with estimates and tracks all project costs for both the contractor and the construction management team. She compiles work progress data from inspection reports and meeting notes to assist the Resident Engineer in preparing the weekly and monthly project status reports. She compiles and disseminates meeting notifications, agenda, and meeting minutes. She gathers and confirms completeness of inspection and all staff daily reports and labor compliance certified payrolls. She tracks subcontract usage, compiles and files technical survey and materials testing reports. This \$84 million grade separation project in the City of Industry involves over 14,000 feet of railroad track construction, over 10,000 feet of retaining wall construction, 3 bridges structures (UPRR, roadway, and pedestrian), and an extensive, deep sewer and storm drain with dewatering measures. This complex 5-stage project has 19 phases that require the closure of the City's main thoroughfare while Fullerton Road is lowered under the existing UPRR tracks and a four-track railroad bridge is built.

Jr. Office Engineer, Green Port Gateway Rail Project (Track Realignment Ocean Blvd & Pier F Ave Support Tracks), Port of Long Beach, Long Beach, CA. Berg & Associates, Inc. 2012 – 2016. Brenda provided weekly and monthly project status reports including plan and drawing graphics, PowerPoint presentations and spreadsheets to analyze project costs and staffing levels. She assisted with project record documentation, generated and distributed meeting notes, and monitored UDBE contract compliance. Brenda provided quality assurance of change order packages and provided weekly board memos. She compiled daily reports and time sheets for approval by the POLB and assisted with processing monthly billing while tracking construction management costs for this \$93 million high impact project for the Port.

Program Coordinator, South Bay Workforce Investment Board, Hawthorne, CA. 2011 – 2012. Brenda managed and designed a \$989,000 federally funded training program to place participants interested in employment in green construction. Work activities included coordination of industry associations, trainers, case managers and one-stop centers; grant monitoring; monthly, quarterly reporting; chairing meetings; marketing and outreach. She provided administrative support on a \$45 million National Emergency Grant; performed outreach enrollment, online case management supervision, and maintained accurate file logs, contacts, and meeting minutes.

Program Coordinator, AmeriCorps VISTA, California Conservation Corps, Norwalk, CA. 2009 – 2010. Brenda generated and administered a statewide health and safety survey to assess the efficiency and effectiveness of maintenance operations for the agency. This resulted in a fully written training program for 3,000+ California state employees. Brenda developed "train the trainer" teaching guides and curriculum, coordinated workshops to provide green literacy, and facilitated bi-weekly group discussions with 16 centers to promote green initiatives.

Accounting Assistant, Turner Construction, Los Angeles and Anaheim, CA. 2004 – 2009. Brenda assisted managers and senior office accountants to reconcile ledgers, audit and process expense reports and invoices. She maintained highly accurate bookkeeping records and was responsible for monitoring Accounts Payable and providing administrative support. She prepared daily, monthly, quarterly and yearly financial reports.



RYAN MOORE

Inspector/OE

Position with the Company

Office Engineer & Civil
Inspector

Length of Time with the Company

3 Years with Berg

Years of Experience

14 Years of Experience

Licenses, Registrations and Certificates

Caltrans Water Pollution
Control on Construction Sites
Certificate

Caltrans D8 Field Office
Procedures Certificate

APWA Construction Inspection
Project Management Program

ADA Compliant Curb Ramps

Certified Erosion, Sediment
and Storm Water Inspector
General Principles Review
Course (CESSWI) - 6
Professional Development
Hours

BNSF Safety- #BNSF-US-CA-
0914-02260

10-Hour OSHA Outreach
Training Course for the
Construction Industry

Advanced Construction Site
BMPs Certificate

Water Pollution Control on
Construction Sites Certificate

Educational Background

BA Chaffey College

Experience

Ryan has over 14 years of experience in construction inspection, construction coordination and office engineering duties. He's been involved with preparing purchase order requests, contract change orders, weekly statements of working days, preparing service contract documents, keeping logs for requests for information (RFIs), reviewing and approving extra work bills submitted by contractors, preparing construction meeting minutes, and performing all office administration duties. He has a proven track record of maintaining project documents and distributing them as required and has excellent organizational skills and client service abilities. Ryan was previously certified as a QSP and is currently in the process of renewing his certification.

Work History

Inspector/OE, Antelope Road Raised Safety Median Improvements, City of Menifee, CA. Berg & Associates, Inc. Jul. 2021 – On-Going.

Ryan in serving as Inspector/OE for this project with work elements that include concrete curb and gutter, electrical-loop detectors, traffic control, roadway excavation, and demolition and removals. The improvements consist of ADA compliance upgrades, bikes lanes, and signage/striping upgrades.

Lead Inspector, Street Enhancement Project CIP, City of Huntington Park, CA. Berg & Associates, Inc. Jan. 2021 – Apr. 2021. Ryan served as lead inspector for street enhancements using SB1 Funding to treat pavement on various residential streets.

Lead Inspector/Office Engineer, Alder Avenue & Randall Avenue Street Improvements, City of Rialto, Rialto, CA. Berg & Associates, Inc. Apr. 2019 – Feb. 2021. Ryan served as lead inspector and office engineer on this dual roadway project for the City of Rialto. The street improvements included curb and gutter, paving slurry seal, streetlights, traffic signal modifications, hydrant work and landscape. Ryan was on site daily, serving as the contractor's and City's point of contact for all day-to-day activities. He monitored the construction crews, checking for proper construction practices and safety, coordinated with material testing subconsultants, tracked all submittals, RFIs, RFCs, and verified contractors certified payroll and labor compliance.

Office Engineer, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments (SGVCOG)/Alameda Corridor East (ACE), City of Industry, CA. Berg & Associates, Inc. 2018 – Apr. 2019.

This \$84 million grade separation project in the City of Industry involves over 14,000 feet of railroad track construction, over 10,000 feet of retaining wall construction, 3 bridges structures (UPRR, roadway, and pedestrian), and an extensive, deep sewer and storm drain with dewatering measures. This complex 5-stage project has 19 phases that require the closure of the City's main thoroughfare while Fullerton Road is lowered under the existing UPRR tracks and a four-track railroad bridge is built. Ryan monitored all payments to the Contractor, generated and drafted contract changes order and field directives, provided draft monthly RE reports and weekly progress reports, and tracked utility work to integrate with Contractor's schedule.

Relationship Manager/Jr. Underwriter, Sun West Mortgage Company, Inc., Corona, CA. 2016 – 2018.

Ryan analyzed and recorded all incoming documents for compliance and loan eligibility. He verified and validated supporting income, assets and liabilities, reviewed and verified credit reports, input and updated mortgage applications on all first mortgage loans; VA and FHA, maintained open communication with customers, real estate brokers and loan officers to ensure proper and timely processing and submission of mortgage applications and sent and follow-up on verifications to employers, banks, and creditors. Ryan also provided status reports on each mortgage indicating process to the loan officers and brokers

Quality Control Inspector, RH Peterson Company, Industry, CA. 2015 – 2016. Ryan approved incoming materials by confirming specifications, conducted visual and measurement tests and rejected and returned unacceptable materials. Ryan also approved in-process production by confirming specifications, communicated required adjustments to production supervisor, approved finished products, returned products for re-work, confirmed re-work, documented inspection results by completing reports and logs, summarized re-work and waste, inputted data into quality database and kept measurement equipment operating by following operating instructions.

Roadway Inspector/Office Engineer, I-10 Monterey Avenue Interchange Project, City of Palm Desert, Palm Desert, CA. Dynamic Engineering Services, Inc. 2014 – 2015. The City of Palm Desert, in cooperation with CVAG, Riverside County and Caltrans, widened the existing westbound on-ramp, added ramp metering and landscape to this interchange. Ryan generated monthly bid quantity sheets for the monthly payments. Attended weekly contractor's progress meetings and prepared meeting minutes. Under the supervision of the Resident Engineer/Structures Representative, inspected the following work: SWPPP roadway, traffic control, grading, electrical, Metal Beam Guard Rails (MBGR), Drainage, driven Piles, Retaining Walls, Abutments, Tieback Walls, Slope Paving, complete inspection.

SWPPP/Construction Inspector, I-15/Duncan Canyon Road Interchange Improvements, City of Fontana, Fontana, CA. Caltrop Corporation. 2013 – 2014. The City of Fontana, in cooperation with Caltrans, modified the existing two-lane Duncan Canyon Road Overcrossing, which is between the existing Summit Avenue and Sierra Avenue Interchanges, into a new four-lane interchange over the Interstate 15 (I-15). Ryan provided administrative assistance to the construction management staff; maintaining project files; compiled monthly construction progress reports; coordinated with contractor field personnel on force account payments. Generated monthly bid quantity sheets for the monthly payments. Attended weekly contractor's progress meetings and preparing meeting minutes; under the supervision of the Resident Engineer/Structures Representative inspected the following work SWPPP roadway, traffic control, grading, electrical, Metal Beam Guard Rails (MBGR), Drainage, driven Piles, Retaining Walls, Abutments, Tieback Walls, Slope Paving, as well as completing inspection diaries.

Office Engineer/Construction Inspector, I-5 Mitigation Phase 2 Street Improvement, Norwalk Boulevard/San Antonio Drive, Norwalk, CA. Caltrop Corporation. 2013 – 2014. Ryan provided administrative assistance to the construction management staff, maintained project files, compiled

monthly construction progress reports, coordinated with contractor field personnel on force account payments, generated monthly bid quantity sheets for the monthly payments, attended weekly contractor's progress meetings and prepared meeting minutes. Under the supervision of the Resident Engineer/Structures Representative, Ryan inspected Roadway, traffic control, grading, electrical, Drainage, as well as completed inspection diaries.

Office Engineer/Construction Inspector, Avenue I and State Route 14 Interchange Improvements Lancaster, CA. Caltrop Corporation. 2011 – 2013. A collaborative effort between the Los Angeles County Metro, the City of Lancaster, and Caltrans, the \$12 million project involved the widening of Avenue I to three lanes in each direction, while providing dual left turn lanes onto State Route 14 from both the eastbound and westbound directions. The project also replaced the problematic stop-sign controlled southbound off ramp with a new loop ramp which now intersects with Avenue I at 23rd Street West. Ryan provided administrative assistance to the construction management staff; maintaining project files; compiled monthly construction progress reports, coordinated with contractor field personnel on force account payments, generated monthly bid quantity sheets for the monthly payments, attended weekly contractor's progress meetings and prepared meeting minutes. Under the supervision of the Resident Engineer/Structures Representative, he inspected roadway, traffic control, grading, electrical, Metal Beam Guard Rails (MBGR), Drainage, driven Piles, Retaining Walls, Abutments, Tieback Walls, Slope Paving, as well as completed inspection diaries.

Office Engineer, Blue Line Infrastructure & Low Floor Stations Program, SANDAG, San Diego, CA. Caltrop Corporation. 2011 – 2011. Ryan provided administrative assistance to the construction management staff, maintained project files, compiled monthly construction progress reports, maintained project Cost Management System (CMS) database, proposed change orders/contractor payments, attend weekly contractor's progress meetings and prepared meeting minutes. He also reviewed inspector diaries, as needed; reviewed inspector quantity sheets, as needed; generated/reviewed monthly Progress Pay Estimates; coordinated with Resident Engineers and/or SANDAG and MTS staff and drafted/reviewed change orders.

Lead Administrative Assistant, Professional and Technical Construction Engineering & Claims Services, Caltrans District 7, El Segundo/Los Angeles, CA. Caltrop Corporation. 2010 – 2011. Ryan was responsible for collecting and copying all paperwork needed for the claim with Caltrans Personnel, including Certified Payroll, Inspector Diaries, CCO's, NOPC's, Bid Items and Compaction test results. Duties also included making spreadsheets on Certified Payroll and processing paperwork received from Caltrans.

Office Engineer, Professional & Technical Construction Support Services, Caltrans District 8, Riverside County/San Bernardino County, CA. Caltrop Corporation. 2009 – 2010. Ryan created and maintained all project logs for current and future projects. He also reviewed all Stormwater data reports for water pollution control program and PS&Es. Ryan has knowledge of SWPPP, WPCP and BMPs guidelines for office as well as field sites.

Office Engineer, SR-60/SR-91/I-215, Caltrans District 8, Riverside, CA. 2007 – 2009. Ryan was responsible for creating and submitting purchase order requests, distributing weekly statements of working days and weekly status reports. He also prepared service contracts, approved extra work bills, prepared meeting minutes, attended weekly staff meetings and bi-weekly safety meetings, maintained incoming/outgoing correspondence logs, RFIs, staking, submittals, SWPPP logs, prepared bill payments, ordered supplies and performed categorical filing. Project Cost: \$300 million.



DOMINIC COSTELLO

Utility Coordinator

Position with the Company

Inspector & Utility Specialist

Years of Experience

39 Years of Experience

Length of Time with the Company

14 Years with Berg

Licenses, Registrations and Certificates

Metrolink Roadway Worker
Protection Trained

RR Education Roadway
Worker Protection Trained

OSHA 40-hr HAZWOPER

OSHA Permit-Required
Confined Space Entry

OSHA 30-hr Occupational
Safety & Health Training
Course, Construction Safety &
Health

OSHA Fall Protection

American Safety & Health
Institute Basic First Aid

Educational Background

AA Electricity, Pasadena City
College

Electrical Training Trust, Los
Angeles

Various Coursework,
University of California, Los
Angeles

Experience

Dominic has over 39 years of construction experience managing multimillion-dollar projects for transportation agencies, cities, counties, and Caltrans. He has extensive experience with rail yards, rail stations and platforms, grade separations, street improvement projects, and beautification projects involving the installation of curb and gutter, subgrade preparation, water mains, storm drains, pump stations, retaining walls, paving, striping, and landscape. Dominic is an excellent utility coordinator and brings electrical experience with traffic signals, lighting systems (single and series), installation of traffic signal controllers, installation of utility conduits, and electrical service installations. Dominic is knowledgeable in Caltrans Standard Plans & Specifications, GreenBook Standard Plans & Specifications and the Work Area Traffic Control Handbook (WATCH Manual).

Work History

Lead Inspector, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments (SGVCOG)/Alameda Corridor-East Construction Authority (ACE), City of Industry, CA. Berg & Associates, Inc. Jul. 2019 – July 2021. Dominic is serving as lead inspector for this \$84 million grade separation project in the City of Industry that involves over 14,000 feet of railroad track construction, over 10,000 feet of retaining wall construction, 3 bridge structures (UPRR, roadway, and pedestrian), and an extensive, deep sewer and storm drain with dewatering measures. This complex 5-stage project has 19 phases that require the closure of the City's main thoroughfare while Fullerton Road is lowered under the existing UPRR tracks and a four-track railroad bridge is built.

Utility Coordinator/Lead Civil Inspector, Raymond Avenue Grade Separation, City of Fullerton/Orange County Transportation Authority (OCTA), Fullerton, CA. Berg & Associates, Inc. 2014 – Nov. 2018. Dominic coordinated with utility companies for the relocation of major pipelines and underground, as well as overhead, utilities for this \$45 million grade separation. He oversaw inspection of civil work which began with utility relocations followed by new construction of a railroad shoofly and bridge construction. Dominic coordinated the

building of the detour road which included at-grade crossings for the future mainline tracks as well as the shoofly tracks. This required extensive signal coordination to maintain PUC requirements. He coordinated with BNSF flagmen, signals, and track construction to implement a double-track shoofly during construction

of the RR bridge. After the construction of the railroad bridge was completed, he oversaw placement of the mainline tracks as they went back in service on new bridge. He also worked closely with the railroad during construction of approximately 1.5 miles of soldier pile wall. Dominic was responsible for monitoring traffic control measures to minimize impact to commuters and commercial vehicular traffic.

Inspector, Cesar Chavez Tunnel Improvements, Southern California Regional Rail Authority (SCRRA, Metrolink), Los Angeles, CA. Berg & Associates, Inc. 2014. Dominic inspected the retrofitting and rehabilitation of the bridge that carries railroad tracks into Union Station over Cesar Chavez Avenue. The predominant night work involved sealing cracks in the concrete and joints, sounding concrete to identify locations of loose or cracked concrete, and repairing areas as needed.

Civil/Electrical Inspector, Los Angeles Union Station Lighting & Customer Information System Improvements, Southern California Regional Rail Authority (SCRRA), CA. Berg & Associates, Inc. 2012 – 2014. Dominic provided inspection of the lighting portion of this \$5 million project which included retrofitting of platform lighting and track yard lighting with energy efficient LED lights, upgrading the electrical panels and installing fiber optics and closed circuit camera systems along the tracks within one mile of Los Angeles Union Station. Dominic also provided electrical inspection of new circuit wiring, the installation of over 60 LED fixtures for the illumination of all the tracks entering Union Station and retrofitting of over 250 canopy lights on the various platforms funded by Homeland Security. Additionally, the 17 cameras, 5 LCD monitors and 36 custom LED Customer Information Signs with a fiber optic backbone system were installed. Dominic coordinated with SCRRA signals personnel to maintain train operations throughout the project.

Civil/Electrical Inspector, Los Angeles Union Station Platform 7, Southern California Regional Rail Authority (SCRRA), Los Angeles, CA. Berg & Associates, Inc. 2011 – 2012. Dominic provided electrical inspection on this \$10 million new Metrolink Platform and three railroad tracks at LA Union Station. Dominic inspected 480V of wayside power for trains, power to new glass house structure, canopy lighting, 350K generator installation with automatic transfer switch & commissioning, 480V site system, step down transformers and a new electrical room for the station platform improvements. Dominic provided oversight of platform construction to PUC and SCRRA standards. He verified track bed was suitable for rail construction. His duties also included communications system inspection for new prefab building, a PA system, CCTV, LED signs, ID signs, LCD display and fiber optic system. He performed submittal reviews for all electrical and communications items. The project included installation of a new platform with a canopy of 920 feet in length for AMTRAK trains, installation of new tracks on both sides of the platform, a drainage system and installation of a Customer Information System. Dominic coordinated with SCRRA signals personnel to maintain train operations throughout the project.

Civil/Electrical Inspector, I-10/Riverside Avenue Interchange, San Bernardino County Transportation Authority (SBCTA, formerly SANBAG), Rialto, CA. Berg & Associates, Inc. 2011 – 2012. Dominic provided daily civil and electrical quality assurance inspection, reports, estimates, and monitoring of construction activity and installations for this \$34 million Interchange replacement project; funded by state and federal funds as well as Redevelopment Agency funds. The project replaced the existing five-lane bridge over the freeway and upper tracks with a nine-lane bridge, reconstructed on- and off-ramps, constructed new retaining walls and widened Riverside Avenue.

Construction Manager, Energy Efficient Intersection Safety & Street Lighting Retrofit Project, City of Pomona, Pomona, CA. Berg & Associates, Inc. 2011 – 2012. Dominic provided construction management for this APWA award-winning TIGER-funded project to retrofit approximately 4,200 City-owned street and intersection safety lights with reconditioned, energy efficient “QL” induction, cobra head luminaires. He

assisted with redesign and re-sequencing of the project to accommodate availability of fixtures and ordering. *Awarded the 2012 APWA Southern California BEST Project of the Year Award**

Assistant Construction Manager, Wilmington Waterfront Park, Port of Los Angeles (POLA), Wilmington, CA. Berg & Associates, Inc. 2009 – 2012. Dominic assisted with contract administration for this landmark \$55 million park development project that included four bridges, water features, playgrounds, meeting pavilions, parking and public facilities. Dominic was especially helpful in coordination with the Los Angeles Department of Water and Power. *This project won nine awards for excellence**

Project Manager, Sunset Strip Beautification Project, City of West Hollywood, West Hollywood, CA. Berg & Associates, Inc. 2010. Dominic managed and inspected the work on this \$5.4 million AARA funded, high-profile project in a high-volume congested commuter corridor. In addition to reconfiguration of signals and turn lanes along Sunset Boulevard, work involved coordination and scheduling with multiple utilities and their separate contractors as well as resurfacing existing concrete roadway with Asphalt Rubber Hot Mix (ARHM). Dominic was responsible for delivery of this fast-track (6-month) project constrained by restricted work windows due to the high number of businesses and restaurants in the area. The project required extensive traffic control, supervision of inspection and subconsultants, project reports and pay estimates, quality assurance, and public outreach. Dominic served as the single point of contact for the city, contractor, and third parties.

Assistant Resident Engineer/Electrical Inspector, Caltrans District 7, Ventura County, CA. Berg & Associates, Inc. 2007 – 2009. Dominic provided engineering support services and electrical inspection under two separate Berg on-call contracts for various Caltrans projects within Ventura County, including State Route 23 and State Route 101 widenings and a sound wall project, as well as several emergency contracts throughout the County. Dominic provided daily electrical inspection and reports, estimates and monitoring of construction of electrical installations on projects such as the \$45 million SR-118 widening, for which he managed \$12 million in electrical construction.

JOHN MARTIN

Peak/Alternate Inspector

Position with the Company

Inspector/Water Specialist

Years of Experience

40 Years of Experience

Length of Time with the Company

<1 Years with Berg

Licenses, Registrations and Certificates

OSHA 10-Hour Construction

T-Lock Welding (Ameron)

SWPPP Training

Confined Space Training

NASSCO Certified

Educational Background

Water Distribution and Water Treatment, Santiago Community College

Software

Procore, EaDoc, TrackIt

Experience

John brings over 40 years of experience in water infrastructure including inspection of water, recycled water, sewers, and public works projects. He has experience working with the Orange County Water Department, the Orange County Sanitation District, and the Long Beach Water Department. He serves as a valuable resource for peak and alternate inspection services as his career has progressed steadily from maintenance worker, field supervisor, treatment plant operator, district inspector, construction observer, and inspector.

Work History

Construction Inspector, Wallace & Associates, Corona, CA. Oct. 2018 – Jan. 2020. John inspected the installation of SDR 35 sewer main and 5,000 ft of C900 watermain. He also inspected the installation of 6' fire hydrants.

Construction Inspector, Joe Hill Consulting Engineers, San Francisco, CA. Sept. 2020 – Jun. 2021. John inspected tie-ins from a new 12-inch DIP watermain to the existing 12-DIP watermain.

Construction Inspector, Wastewater Reclamation Project Phase 1, High Desert Water District, Arcadis Engineering, Yucca Valley, CA. Oct. 2016 – Jan. 2018. John inspected the installation of 10 miles of 8-inch SDR 35 sewer main along with over 500 4-inch to 6-inch SDR 35 sewer laterals. He inspected the installation of over 300 performed

sewer manholes, the installation of 3000 feet of 20-inch force main and was part of the inspection team overseeing two jack and bore operations for the force main and main line sewer.

Construction Inspector, Albert A Webb Associates, Riverside, CA. May 2012 – May 2016.

- **Rosewood CT & J Street Water Main Replacement Project:** This project included inspection of 3,300 feet of 30-inch CML/ C WSP, 3,100 feet 18-inch CML/C WSP, 2,700 feet 18-inch DIP, three 24-inch manways on the 30-inch CML, 65 new water services, 17 new fire hydrants, 9 Cathodic test stations, and 30 butterfly valves.
- **West 4th street Elderberry to San Antonio Ave Water Main Improvement Project:** This project included inspection of 4,300 feet of 18-inch CML/C WSP, 130 fire hydrants, 7 cathodic test stations, 200 feet 10-inch and 8-inch CML/C WSP, four 18-inch butterfly valves, and 37 water services.
- **Water Main Replacement Project in Various Streets:** This project included inspection of 4,200 feet 12-inch CML/C WSP, 6,400 feet 8-inch CML/C WSP, 214,000 SF grind and cap, 24 Gate Valves, 89 water services, 26 fire hydrants

Construction Inspector, Parsons, Pasadena, CA. 2003 – 2011. John provided inspection for a \$2.1B Program Management Joint Venture for Orange County Sanitation District that involved the following:

- **Rocky Point Pump Station, Mar. 2010 – Jul. 2011.** This \$84M project constructed a replacement pump station at the existing Rocky Point Pump Station in Newport Beach, CA. The discharge force mains from the facility were reconstructed by using trenchless technologies (jack and bore) and open-trench methods.
- **Westside Pump Station, Oct. 2009 – Mar. 2010.** This \$6.5M project rehabilitated the existing Westside Pump Station and increased the station's capacity to meet current and projected peak wet-weather flows. The project consisted of construction of a separate access stairwell to the lower section of the pumping station, replacement of the pumps and controls, and modification of ventilation systems.
- **Carbon Canyon Dam Sewer and Pump Station Abandonment, Aug. 2008 – Oct. 2009.** This \$5.4M project included construction of 4,970 feet of 24-inch to 42-inch VCP and Fiberglass sewer pipelines using conventional open-cut construction and micro tunneling technologies; demolition of the existing pump station, abandonment of the existing sewer and force mains, and completion of additional earthwork. It involved coordination with several project stakeholders (County of Orange Public Works, State Parks, California Department of Fish and Game, U.S. Army Corps of Engineers, Aera Energy, and other private local businesses). At the beginning of the project, John inspected the excavation of the launching and receiving pit along with the Beam and Plate shoring at the launching pit. He worked closely with the operator of MTBM taking reports daily on the length of the run and any elevation changes.
- **Gisler-Redhill Trunk Sewer Construction, City of Tustin, CA. Jan. 2005 – Jun. 2007.** John was actively involved in resolving construction issues, processing change orders, and coordinating with project stakeholders. This \$27M project included construction of approximately 38,170 feet of 27-inch to 12-inch Vitrified Clay Pipe, 15- to 25-ft deep, within the City of Tustin and Unincorporated Areas of the County of Orange.
- **Sunflower Interceptor Manhole Rehabilitation, City of Costa Mesa, CA. Nov. 2005 – Sep. 2006.** The project included construction of two jacked steel casings (jack and bore) under local storm drain channels.
- **Effluent Pump Station Annex OCSD Plant 2 Huntington Beach, CA.** John's responsibilities included inspection of the excavation and installation of the Beam and Plate shoring system along with 700 feet of 144-inch Steel Mortar Lined pipe with a T-Lock lined interior.

Construction Inspector, Talbert Barrier West End Improvement Project, Orange County Water Department, Daniel Boyle Engineering, Inc. Laguna Hills, CA. Construction Inspector for two groundwater injection well sites with three wells each, 2,500 feet of 36-inch DIP injection supply line, 3,000 feet of 30-inch DIP injection supply line.

City of Torrance, CA: 3,000 feet of 12-inch DIP plus jack and bore under storm drain, 1,000 feet of 8-inch DIP, 40 new water services, 6 new fire hydrants, pressure testing, and chlorinating of new water main.

Long Beach Water Department: 1,000 feet of new 12-inch DIP water main, 12 new water services, 8 water laterals. Long Beach Boulevard Cherry Avenue: 6,000 feet of 12-inch TR Flex ductile iron water main, 20 tie-in laterals, 25 6-inch fire hydrants laterals plus gate valves, 25 12-inch gate valves, concrete replacement of Long Beach Boulevard and cold planning of Cherry Avenue with asphalt cap. 2,000 feet of 24-inch CMLCC.

Orange County Sanitation District: 2,000 feet of 18, 10, 12, 15-inch VCP, three 60-inch PVC-lined manholes, spark testing on PVC manholes, air test 2,000 feet of VCP, ball 2,000 feet of sewer. Review all Dig Alert tickets and mark all sewer and force mains belonging to OCSD.



Will Bosboom, CWI, ACI, ICC

Senior Inspector

EDUCATION

Graduate Gary Larsen Special Inspector Courses; Welding/Structural Steel A.W.S. / C.W.I. Course

Valley Community College, San Bernardino. Construction Blueprint Reading Course, Orange Coast College, Costa Mesa

CERTIFICATIONS

AWS Certified Welding Inspector 05040491

HDPE Fusion and PVC Training

NACE Training

ICC Structural Steel & Bolting Inspector, Cert # 5104561

ICC Structural Welding Inspector, Cert # 5104561

ICC Reinforced Concrete Inspector ACI Technician Grade 1

L.A. Certified Welder, Manual and Semi Automatic

YEARS EXPERIENCE

20 Years

YEARS WITH FIRM

16 Years

Professional Summary

Experienced with IBC, ICC, & ACI Codes for Steel construction and Concrete Construction. This inspector is highly qualified in all aspects of structural steel and concrete fabrication and erection, including high strength bolting, concrete to building plans, drawings, reviews welding procedures and welder certifications. AWS CWI and ICC Certified welding inspector, and ICC certified for structural bolting and lot testing. Witnesses NDE and reviews test records.

Qualified and experienced in the inspection all phases of shop and field fabrication, and construction of ASME pressure vessels, heat exchangers, petroleum chemical piping/pipelines, and storage tanks with extensive experience with all the AWS Welding Codes, including D1.1 Structural Steel Welding Code, and the ASME Pressure Vessel Code.

Hands on experience with all aspects of Large Diameter Pipe Fabrication ranging from 24" to 120" diameter and Construction Site inspection, NDE witnessing, weld repair, dimensional inspection, and cement mortar lining operations, tape wrapping/coating operations inspecting all aspects construction during installation verifying quality/quantity of materials for compliance with specifications requirements. Has extensive experience providing fabrication inspection and installation of HDPE-PVC pipe and fittings ranging in size from 18" to 54" in diameter

Performs inspections for all aspects of structural steel and concrete fabrication and construction, including high strength bolting, concrete placement, drawing review and interpretation. Inspects subbase preparation, rebar placement, form placement, and casting on concrete construction. ICC Certified concrete inspector and ACI Technician. Experienced with all aspects of Reinforced Concrete Pipe (RCP); including witness of manufacturing, D-Load Testing and Visual Inspection of sizes ranging from 12" through 72" diameter.

Experienced in other aspects Heavy Civil construction projects including storm water and sewer installation as well as water line installation. Proficient in verifying quantities during construction and compliance with specifications requirements.

Has a Strong oral and interpersonal skill for communicating with the contractor's representatives Coordinating inspections with other trades, and project team member's. Proficient reading and comprehending contract specifications, detailed drawings, construction blueprints and problem solving related to construction inspection practices.

Project Experience

Los Angeles World Airport

As fabrication inspector performed Quality Assurance inspection during fabrication of large diameter steel pipe 8"-64" diameter, mechanical equipment, structural steel, stairs, railings, ductile iron pipe, concrete reinforced pipe, valves, roof joists, transformers, switchgear, HVAC, VFD, PLC, electric circuits, mechanical systems, hydraulics and cast iron floor hatches, glass supported railing, modular air handling units, fixed walk ways.

Witnessed Factory Acceptance testing of Air Handling Units for LAX Delta T-5 to ASHRAE, ARI, and AMCA standards for (2) 23,500 CFM units. Monitored and verified air flow, pressure drop, sound levels and various electrical parameters of the VFD's.

- Tom Bradley International Terminal (TBIT)
- Bradley West Project
- The Southside Runway Improvements Project
- Runway 6L-24R Rehabilitation Project
- West Aircraft Maintenance Area Project

Calleguas Municipal Water District

steel pipe ranging in size from 8" to 49" diameter. Performed construction welding inspection/NACE during the installation of steel pipe and fittings ranging in size from 8"

to 49" diameter. Duties include the verification of fit up and laying pipe in trench, a visual weld inspection, witness NDE, coating inspections and is called upon to offer technical assistance with difficult welding problems.

- Wellfield Emergency Generators-shop and construction site specialty pipe fittings

OTAY MWD-As Needed Inspection Services—

As Senior Inspector provides in plant fabrication welding inspection of Large Diameter pipe, specialty fittings and related NACE coating inspection for the following Projects; duties included welding inspection, hydro testing, and welder qualification testing:

- Otay Crossings Commerce Park Tract 5405-1

Independent Contractor -As Needed Inspection Services—

Certified Structural Steel & Welding Inspector. Performed CWI, ICC and ACI inspections on the following projects:

- Augustine Ramirez Intermediate School, Eastvale, CA, DSA app. 04-106717, Shop and field welding inspection, \$350 million dollar project
- Riverside Community College Nursing and Science buildings, Riverside, CA, DSA app. 04-109948, Shop and field welding inspection, \$52 million dollar project
- Moreno Valley College Student Resources building, Moreno Valley, CA, DSA app. 04-111892, Shop and field welding inspection, \$30 million dollar project
- Orange Coast College Learning Resource Center, Shop and field welding inspection, \$30 million project
- Valley College Chem. Science Bldg., San Bernardino, CA, DSA app. 04-109148, Shop and field welding inspection, \$25 million project
- Orange Coast College Arts Pavillion, Costa Mesa, CA, Field welding inspection, \$10 million project
- Distribution Center for Pro Logis Corp. in Rialto, CA, 1.2 million square foot Welding, bolting, and concrete inspection
- Steel Framed Three Story office building at Fashion Island, Newport Beach, CA, Field welding and high strength bolting inspection
- Steel Framed Five Story Office Building in Murrietta, CA. Field welding and high strength bolting inspection



Ralph Coil, CWI, NACE, ACI

Senior Inspector

EDUCATION

Phoenix School of Welding

NACE Training CIP I

CERTIFICATIONS

AWS Certified Welding
Inspector 19051801

ACI Grade 1

NACE Level I Inspector-
Training

Carbon Fiber Inspection
Training

SNT-TC-1a Level II –
Previously Certified UT, MT,
PT, RT

YEARS EXPERIENCE

18 Years

YEARS WITH FIRM

16 Years

Professional Summary

Over 20 years experience in the construction industry in the field of welding engineering, non-destructive testing, NACE and welding inspection experience with large diameter water transmission pipe in excess of 196" in diameter. Possesses excellent written and oral communication skills documenting inspection activities through daily inspection reports and is capable of understanding construction documents with the ability to read and interpret engineering design and shop drawings.

Qualified in the inspection and expediting of all phases of shop and field fabrication of steel structures, stainless steel piping, ERW pipe, Large Diameter Welded Steel Pipe ranging in size from 24" to 120" diameter. Geomembrane installation for water and wastewater lagoons. Have working knowledge of ASME, AWWA, AWS, API, ASNT codes and specifications. Hands on experience with all aspects of pipe fabrication and installation, NDE witnessing, weld repair, dimensional inspection, cement mortar lining operations, tape wrapping/coating operations and shipping.

Capable of functioning at a senior level inspecting all aspects construction during installation verifying quality/quantity of materials for compliance with specifications requirements. Has Strong oral and interpersonal skills for communicating with the contractor's representatives Coordinating inspections with other trades, and project team member's. Proficient reading and comprehending contract specifications, detailed drawings, construction blueprints and problem solving related to construction inspection practices

Has extensive experience providing construction inspection services, duties have included welding inspection, NDE witness and performance, rebar placement, cement and structural steel inspection during all phases of construction for the structural steel and water transmission industry working as an owner's representative and for construction management teams during the construction of high profile Capitol Improvement Projects.

Experienced coating inspector completing inspections of coatings applied to structural steel including surface preparation, and coating thickness. Reviews and up-dates construction schedules, develops and up-dates punch list items, works with engineering to resolve open issues.

Experienced in all aspects of NACE coating inspection utilizing SSPC, NACE, AWWA, ASTM D3276, ICI, ACI codes and standards assuring that that all aspects from ambient conditions and surface preparation, through final coating dry film thickness and curing are correct and in accordance with the specification the manufacturer's application recommendations and industry standards. Equipped and trained on the necessary instrumentation to provide thorough surveillance. Provides Comprehensive documentation is prepared daily detailing job quality and progress.

Extensive Experience providing inspection of wide variety of protective coating systems to steel reservoirs up to 5 MG, Concrete vaults, large diameter pipe and structural steel from Polyurethane, Coal Tar Epoxy, Fusion Bonded Epoxy, High Solid Epoxy corrosion protection systems.

Project Experience

Inland Empire Utilities Agency-Butler Engineering

QA construction welding inspection and shop fabrication services of over 19,000 of 36" diameter steel pipe and complex fittings. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections and called upon to offer technical assistance with difficult welding problems. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections.

- Wineville extension recycled water pipeline Segment-A Pipe

Calleguas Municipal Water District

As fabrication inspector performed Quality Assurance inspection during fabrication of large diameter steel pipe ranging in size from 8" to 49" diameter, PVC Pipe up to 48" diameter and HDPE up to 54" diameter. Performed construction welding inspection/NACE during the installation of steel pipe and fittings ranging in size from 8" to 49" diameter. Duties include the verification of fit up and laying pipe in trench, a visual weld inspection, witness NDE, coating inspections and is called upon to offer technical assistance with difficult welding problems.

- Oxnard Plain Brine Line Pipeline Phase 1B-54" HDPE/48" PVC
- Salinity Management Pipeline Phase 1E-49" Steel pipe
- Westlake Reservoir Replacement project
- Oak Park/North Ranch Recycled Pipe-18" HDPE Site
- SMP 2B-32" HDPE
- SMP2D-12", 16", 20" HDPE
- Lake Sherwood Steel Reservoir-NACE
- SMP2A-30" Steel Pipe

California Department of Water Resources-Vali Cooper—

QA construction welding inspection and shop fabrication services of over 8 miles of 54" to 85" diameter steel pipe and complex fittings. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections and called upon to offer technical assistance with difficult welding problems. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections.

- Mentone Pipeline - South & East, Foothill Pipeline to Crafton Hills Pump Station

San Diego County Water Authority- In-Plant Inspection and As Needed Services—

Senior fabrication/construction/NACE inspector during the fabrication of 54"-108" diameter complex fittings cement lined and coated with specialty polyurethane lining system. Duties include NACE certified coating inspection of field applied polyurethane lining and epoxy coating systems, the verification of fit up, visual weld inspections, witness NDE, coating inspections and were called upon to offer technical assistance with difficult welding problems. Interprets drawings and plans, providing thorough and accurate records of work performed, including crew make up, equipment make and model, materials used, and enforced compliance with contract specifications. Responsibilities included documentation of materials, equipment, personnel through detailed daily reports. Provided technical support during application of High Solid Epoxy Lining and Polyurethane paint systems.

- San Vicente Pump Station
- Pipeline 4 Paint Mountain to Del Dios Hwy Reline-11,000 Ft 93" Dia. Steel Liners
- I-15 Reline Project-66", 69", 72" Dia. Steel liners
- Pipeline 4 Urgent Reline 1,100 ft of 68" Dia.
- Pipeline 4 Relining: SR52 to Lake Murray-17,000ft 66"-69" Dia. Steel Liners
- Pipeline 3 Relining: Sweetwater to Lower Otay-32,000ft 66"-69" Dia. Steel Liners
- Pipeline 3 Desal Relining-San Marcos to Twin Oak-28,000ft 67"-69" Dia. Steel Liners
- Mission Trails Tunnel- 5000 ft 96" Dia. Pipe Fittings
- Pipeline 3 SR52 to lake Murray Reline-17,000ft 66"-69" Dia. Steel Liners
- Pipeline 4 Reline Del Dios to Black Mountain Ranch-26,000 ft 93" Dia. Steel Liners
- Pipeline 5 Relining: to Sage Rd-14,000ft 96" Dia. Steel Liners
- San Vicente Dam Raise-60"-108" Dia. Fittings and Engineered Equipment
- Carlsbad Desalinization Project-50,000ft 54" Dia. Pipe, Valves
- Twin Oaks Valley Water Treatment Plant-60" to 93" Dia. Pipe Fittings
- Moreno Lakeside Project-72" Dia. Pipe Fittings



Dave Valerio, CWI, NACE

Senior Inspector-Inspector

EDUCATION

High School Graduate –
Westminister

Golden West College
Blue Print Reading

Excellence of Manufacturing
Management, CSUF

Symix Software Training
Course Completion

Manufacturing, Purchasing,
and Inventory Computer
System.

Completed Training For: Faro
laser, Easy lase, UT Levels I &
II and Du Pont Safety Training

Completed Training For
Radiographic Level I.

CERTIFICATIONS

AWS Certified Welder
#99061131,

NACE Level I Coating
Inspector-30130

YEARS EXPERIENCE

30 Years

YEARS WITH FIRM

3 Years

Professional Summary

Over 30 years' experience in the construction industry in the field of welding engineering, non-destructive testing and performance, rebar placement, concrete, structural steel, NACE and welding inspection with 25 years of hands on inspection experience with large diameter water transmission pipe in excess of 196" in diameter working as an owner's representative and for construction management teams during the construction of high profile Capital Improvement Projects. Pipeline project/clients have included; Otay MWD, Calleguas MWD, City of Los Angeles BOE

Qualified in the inspection and expediting of all phases of shop fabrications of steel structures, ASME Pressure vessels, large diameter spiral welded pipe, heavy wall can pipe and fabricated fittings. Has working knowledge of ASME, AWWA, AWS, API and ASNT codes and specifications. Has hands on experience with all aspects of pipe fabrication and Project site field inspection, NDE witnessing, physical testing of steel and cement, weld repair, cement motor lining and coating operations, cold applied plastic tape wrapping operations, epoxy paint systems and shipping.

Possesses excellent written and oral communication skills documenting inspection activities through daily inspection reports and is capable of understanding construction documents with the ability to read and interpret engineering design and shop drawings. Is Qualified in the review and approval of specifications and drawings. Experience includes demolition plans, excavation drawings and layout, inspection of rebar, placement of concrete for foundations and slabs as well as inspection of piping. Certified as an AWS welding inspector and has completed detailed dimensional inspections of structural steel installations.

Experienced coating inspector completing inspections of coatings applied to structural steel including surface preparation, and coating thickness. Reviews and up-dates construction schedules, develops and up-dates punch list items, works with engineering to resolve open issues. Capable of functioning at a senior level inspecting all aspects construction during installation verifying quality/quantity of materials for compliance with specifications requirements. Has Strong oral and interpersonal skills for communicating with the contractor's representatives Coordinating inspections with other trades, and project team member's. Proficient reading and comprehending contract specifications, detailed drawings, construction blueprints and problem solving related to construction inspection practices.

Experienced in all aspects of NACE coating inspection utilizing SSPC, NACE, AWWA, ASTM D3276, ICI, ACI codes and standards assuring that that all aspects from ambient conditions and surface preparation, through final coating dry film thickness and curing are correct and in accordance with the specification the manufacturer's application recommendations and industry standards. Equipped and trained on the necessary instrumentation to provide thorough surveillance. Provides Comprehensive documentation is prepared daily detailing job quality and progress.

Project Experience

Senior Inspector, CWI NACE I inspector, Calleguas Municipal Water District-As senior inspector performed Quality Assurance inspection during fabrication of large diameter steel pipe ranging in size from 8" to 49" diameter. Performed construction welding inspection/NACE during the installation of steel pipe and fittings ranging in size from 8" to 49" diameter. Duties include the verification of fit up and laying pipe in trench, a visual weld inspection, witness NDE, coating inspections and is called upon to offer technical assistance with difficult welding problems.

- Wellfield Emergency Generators-shop and construction site specialty pipe fittings
- Grandsen Pump Station- shop and construction site specialty pipe fittings



Dave Valerio, CWI, NACE

Senior Inspector-Inspector

Senior Inspector, CWI inspector IDE-Poseidon Resources -Provides site welding inspection of stainless-steel SMO 254 specialty fittings associated with emergency repair of 6"-14" diameter piping; duties included welder qualification testing, welding inspection documentation of each weld segment calculating travel speed and heat input for strict conformance with WPS requirements.

- Claude "Bud" Lewis Carlsbad Desalination Plant

Senior Inspector, CWI inspector OTAY MWD-As Needed Inspection Services-As Senior Inspector provides in plant fabrication welding inspection of Large Diameter pipe, specialty fittings and related NACE coating inspection for the following Projects; duties included welding inspection, hydro testing, and welder qualification testing:

- Otay Crossings Commerce Park Tract 5405-1
- Western Waterworks-Otay Ranch-Village 3, Heritage Road

Fabrication Inspector – CWI & NACE I Coating Specialist (Los Angeles World Airport)

Performs fabrication Quality Assurance services of large diameter pipe, mechanical equipment, structural steel, stairs, railings, ductile iron pipe, concrete reinforced pipe, valves, roof joists, transformers, switchgear, HVAC, VFD, PLC, electric circuits, mechanical systems, hydraulics and cast iron floor hatches, glass supported railing, modular air handling units, fixed walk ways.

- The Southside Runway Improvements Project

QC Supervisor NOV AMERON INTERNATIONAL WATER TRANS GROUP WIND TOWER DIV. FONTANA, CA

Duties included the destructive and non-destructive testing of materials used in the manufacture of large diameter cement, tape and epoxy lined, and coated steel pipe up to 196" in diameter. Examples include, but are not limited to Visual weld inspection, magnetic particle, dye penetrant, hardness, tensile and bend testing of welds and steel. Compression, moisture absorption, and batch moisture content testing of cement linings and coatings. Performed Physical testing of cold applied plastic tape and epoxy coatings, duties included thickness verification and adhesion testing for various tape and epoxy coatings; aided in the development and implementation of the ISO 9002 Quality Management System.

Meet with the Project Representative or Client to review the requirements of the contract specifications and any codes or standards that may be applicable. Supervise the QC Technicians on the shop floor and help in training and advising them of methods and techniques. Review the specifications and help in establishing hold points and third party witness points. Help in establish the extent and methods of NDE.



Jay Losofsky

Start-Up Engineer / Electrical Equipment Specialist

CERTIFICATIONS

Nevada Electrical Contractors
License#23514 (Inactive)

California Electrical
Contractors License#424130
(Inactive)

YEARS EXPERIENCE

38 Years

YEARS WITH FIRM

12 Years

STAFF AVAILABILITY

100% Availability

PROJECT REFERENCES

Chino II Desalter

Client: CBDA/Butier
Mark Butier
Tel: 714-832-7222
Email: jrbutier@butier.com

Burris Pump Station

Client: OCWD/Butier
Mark Butier
Tel: 714-832-7222
Email: jrbutier@butier.com

Lake Hodges Pump Station

Client: SDCWA
Neena Kuzmich
Tel: 858-522-6815
Email: kuzmich@sdcwa.org

San Vicente Pump Station

Client: SDCWA
Neena Kuzmich
Tel: 858-522-6815
Email: kuzmich@sdcwa.org

Professional Summary

Mr. Losofsky has 48 years of QA/QC experience performing start-up support and partnering of water treatment projects. He is experienced in all aspects of fabrication inspection and construction inspection, including electrical, control systems, pipelines and installation, as well as mechanical equipment. He is knowledgeable in final testing, debugging, start-up and commissioning of systems related to chlorination, fluoridation, fumigation, exfoliation, water treatment, chemical feed, large pumps and valves, electrical equipment, components and instrumentation, SCADA, and other equipment and systems.

Performs start up support and partnering of pump stations and related water treatment projects; experienced in solving fabrication and construction problems utilizing a partnering approach. Mr. Losofsky has a strong background providing electrical engineering assistance and inspection services during the construction of large-scale capital improvement projects. Projects have included filtration plants, pressure control structures, hydro-electric generating plants, reservoirs, pumping stations, turnouts, various structures, switch yards, tank farms, etc. He has extensive expertise in electrical specification design review, submittal review, construction inspection, and start-up testing.

Mr. Losofsky has a strong background providing electrical engineering assistance and inspection services during the construction of large-scale Capitol Improvement Projects. Projects have included filtration plants as well as all their pressure control structures, many of their hydro-electric generating plants, reservoirs, pumping stations, several turnouts, various structures, switch yards, tank farms, etc.

Has extensive expertise in Electrical specification design review, submittal review, Construction inspection, and start up testing. Mr. Losofsky is often called upon to provide expertise during technically difficult inspections on concrete structures, mechanical equipment, electrical equipment, instrumentation, control systems. Experience includes the development of the Operations and Maintenance manuals.

Mr. Losofsky extensive experience encompasses the installation, manufacture, inspection and testing of high voltage switch-house and switchgears, transformers, rectifiers, motor control centers, generators, fuses, insulators, in plant instrumentation process control systems repair and maintenance. Also has extensive experience providing inspection related services associated with electrical wiring and cable, motor control wiring, electronic equipment instrumentation, signal circuits, fiber optics and other electrical material and equipment.

Duties have also included the review and examination of wire and cable test reports. Mr. Losofsky is proficient with all industry wide codes and standards associated with the inspection and testing of electrical and electronic equipment such as AREMA, ICEA, IEEE, ASTM, NEC and MIL for wires and cable. Has working knowledge of ASME, AWWA, AWS, API and ASNT codes and specifications.

On-Site Technical Services, Inc.

2006 to Present

IC and Electrical Engineer – City of Fountain Valley Reservoir #2 Startup –

Provided technical support during construction of a new potable water pump station the supplied water the City of Fountain Valley and a retrofitted storm water pump station. Both projects were constructed concurrently by the same contractor. Our role was to provide technical support to the CM on the project. Activities included Submittal and RFI review, Inspections during the installation of the equipment, electrical and control inspection and commissioning activities. Loop checks, continuity and instrument calibration was witnessed. Once the electrical equipment and PLC based controls were installed, function testing was completed. There were numerous programing issues identified with the tow PLC. Worked with operations and the programmer to resolve these.

Power I and C Start-Up Engineer City of Fountain Valley Raymond Ave Pump Station -

Provided technical support instrument and controls support during the construction and startup of the new pump station. Activities included inspection of the installed electrical equipment and transformer, wiring continuity and loop checks, verification and inspection of the analog controls and start up support during commissioning. Worked closely this the engineer and the CM team to resolve technical issues that were encountered during start up.

Power I and C Start-Up Engineer, Chino II Desalter Concentrate Reduction Facility; Jurupa Valley, CA; Chino Basin Desalter Authority (Completion: 2016; Value: \$46.6 million)—

Provided technical support during the construction and testing of the high Voltage equipment; worked directly the fabricator and contractor to resolve construction problems. Advised the project team on technical and safety related issues, reviews submittals, and testing procedures. Witness field testing to confirm the equipment is properly installed and safe to operate. Reviews field test data for conformance to the specs and industry standards.

Power I and C Start-Up Engineer, Burris Pump Station Project—Phase 2, Orange County Water District—

Provided technical support during the construction and testing of the high Voltage equipment associated with the new construction of a 10,000 SF storm water pump station that utilized four conventional vertical turbine pumps installed in a circular wet well. The pump station will also consist of new mechanical, electrical, and control system. Provide technical support during constructability review of drawings, and specs prior to bidding. Provided submittal review for the pump/motors and technical support for the PLC logic that controls the pumps.

Witness the motor tests at the factory, complete final inspection prior to shipment (international fabricator). Work with the PLC programmer to complete loop testing and calibrations prior to start up and commissioning. Work with the project team, contractor and operations to develop a startup plan and coordinated the activities of the equipment manufacturer's reps for startup. Assist in training the operators on the new equipment as required. Advised the project team on technical and safety related issues, reviews submittals, and testing procedures. Witness field testing to confirm the equipment is properly installed and safe to operate. Reviews field test data for conformance to the specs and industry standards.

Power I and C Start-Up Engineer, Lake Hodges Pipeline and Hydro Electric Pump Station (San Diego County Water Authority)—

Provided technical support during the construction and testing of the high Voltage equipment; worked directly the fabricator and contractor to resolve construction problems. Advised the project team on technical and safety related issues, reviews submittals, and testing procedures; assisted in the development of an O&M manual for the project. Witness field testing to confirm the equipment is properly installed and safe to operate. Reviews field test data for conformance to the specs and industry standards.

Start Up Engineer, San Vicente Pump Station Projects (San Diego County Water Authority – Parsons Brinkerhoff)—

As Start-Up Engineer, Mr. Losofsky provides oversight and Engineering Project Start up Support on behalf of SDCWA during the construction, installation and commissioning of 6000 HP pumps, mechanical and electrical equipment associated with this project. Primary duties included providing expert technical assistance during the startup of the pump station verifying conformance to specification requirements.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Team Manager/Principal Engineering Technician

1986—2006

Manager of offsite material and equipment inspections; responsible for inspection by staff and consultant inspectors of large water pipes, valves, pumps, generators, transformers, circuit breakers and switchgear. Reviewed electrical test procedures and performed electrical testing for acceptance and conformance with specification requirements. Performed Start up support and problem resolution during commissioning of facilities. In addition to the above mentioned duties; facilitated partnering with construction contractors on the following projects at Metropolitan Water District;

- Skinner Plant Chemicals Systems Modifications \$108 m
- Jensen Plant Fluoride and Chlorine facility \$20 m
- Diemer Plant Site Preparation Project \$70 m
- Diemer Plant Solids Handling Facility \$29 m
- Diemer Plant Maintenance Facility \$9 m
- Diemer Plant Chemical System Upgrades \$14 m
- Weymouth Plant Operation and Maintenance Building \$9 m
- Diamond Valley Lake/Eastside Reservoir Pump Station \$100m

Partnering helped to quantify project goals, identify risks and to resolve issues related to:

- Submittal quality and review process
- Project schedules, Start-up planning and execution
- Equity issues, Operations and environmental constraints
- Shut -Down and Tie -In planning

Engineer Technician II, III and Senior Engineering Technician

1987—1994

Performed inspections of construction contractor's installations and hands-on testing and start-up of complete electrical systems for filtration plants, generator plants, pump stations, canals and pipelines. Equipment and system testing include high voltage switchgear, substations, transformers, circuit breakers and protective relays, motor control centers, control panels, and SCADA systems. Troubleshoot complex instrument and control circuits, and maintained accurate records of work performed. Conducted safety meetings and reviewed lock-out, tag-out and grounding procedures.

Lineman

1986—1987

Performed maintenance of 230 kv transmission system (approximately 300 miles) including switch yards, substations, transformers and circuit breakers and maintained a 2.3 kv distribution system and components.

EDUCATION

Piedmont College – Associate degree Industrial Systems Technology

CERTIFICATIONS

AWS Certified Welding Inspector 03040331

HDPE Fusion and PVC Training

Carbon Fiber Inspection Training

NACE I Training

YEARS EXPERIENCE

20 Years

YEARS WITH FIRM

16 Years

Professional Summary

Over 20 years experience in the construction industry in the field of welding engineering, non-destructive testing, NACE and welding inspection with hands-on inspection experience with large diameter water transmission pipe in excess of 196" in diameter. Hands on experience with all aspects of Large Diameter Pipe Fabrication ranging from 24" to 120" diameter and Construction Site inspection, NDE witnessing, weld repair, dimensional inspection, and cement mortar lining operations, tape wrapping/coating operations inspecting all aspects construction during installation verifying quality/quantity of materials for compliance with specifications requirements. Has extensive experience providing fabrication inspection and installation of HDPE-PVC pipe and fittings ranging in size from 18" to 54" in diameter. Has working knowledge with AWS D1.1, AWS D1.5, ASME Sections IX and XIV, ANSI B31.1 and B31.3, AWWA, ACI, NACE/SSPC specifications. Qualified in the inspection and expediting of all phases of shop fabrication and field installation of steel structures

Highly experienced in civil, structural, mechanical, pipefitting, welding, millwright, instrumentation and plant start-up operations associated with the Water Industry. Experience includes inspection of fabrication and installation of large diameter water transmission pipe up to 104" diameter for the San Diego County Water Authority. Qualified in the inspection and expediting of all phases of shop fabrication and field installation of steel structures, ASME pressure vessels, heat exchangers, petroleum chemical piping/pipelines, and storage tanks.

Experienced in all aspects of NACE coating inspection utilizing SSPC, NACE, AWWA, ASTM D3276, ICI, ACI codes and standards assuring that all aspects from ambient conditions and surface preparation, through final coating dry film thickness and curing are correct and in accordance with the specification the manufacturer's application recommendations and industry standards. Equipped and trained on the necessary instrumentation to provide thorough surveillance. Provides Comprehensive documentation is prepared daily detailing job quality and progress.

Extensive Experience providing inspection of wide variety of protective coating systems large diameter pipe and structural steel from Polyurethane, Coal Tar Epoxy, Fusion Bonded Epoxy, High Solid Epoxy corrosion protection systems.

Possesses excellent written and oral communication skills documenting inspection activities through daily inspection reports and is capable of understanding construction documents with the ability to read and interpret engineering design and shop drawings.

Project Experience

Calleguas Municipal Water District

As fabrication inspector performed Quality Assurance inspection during fabrication of large diameter steel pipe ranging in size from 8" to 49" diameter, PVC Pipe up to 48" diameter and HDPE up to 54" diameter. Performed construction welding inspection/NACE during the installation of steel pipe and fittings ranging in size from 8" to 49" diameter. Duties include the verification of fit up and laying pipe in trench, a visual weld inspection, witness NDE, coating inspections and is called upon to offer technical assistance with difficult welding problems.

- Oxnard Plain Brine Line Pipeline Phase 1B-54" HDPE/48"PVC
- Salinity Management Pipeline Phase 1E-49" Steel pipe

California Department of Water Resources-Vali Cooper—

QA construction welding inspection and shop fabrication services of over 8 miles of 54" to 85" diameter steel pipe and complex fittings. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections and called upon to offer technical assistance with difficult welding problems. Duties include the verification of fit up and laying pipe in trench, visual weld inspections, witness NDE, coating inspections.

- Mentone Pipeline - South & East, Foothill Pipeline to Crafton Hills Pump Station

San Diego County Water Authority- In-Plant Inspection and As Needed Services—

Senior fabrication/construction/NACE inspector during the fabrication of 54"-108" diameter complex fittings cement lined and coated with specialty polyurethane lining system. Duties include NACE certified coating inspection of field applied polyurethane lining and epoxy coating systems, the verification of fit up, visual weld inspections, witness NDE, coating inspections and were called upon to offer technical assistance with difficult welding problems. Interprets drawings and plans, providing thorough and accurate records of work performed, including crew make up, equipment make and model, materials used, and enforced compliance with contract specifications. Responsibilities included documentation of materials, equipment, personnel through detailed daily reports. Provided technical support during application of High Solid Epoxy Lining and Polyurethane paint systems.

- Pipeline 4 Paint Mountain to Del Dios Hwy Reline-11,000 Ft 93" Dia. Steel Liners
- I-15 Reline Project-66", 69", 72" Dia. Steel liners
- Pipeline 4 Urgent Reline 1,100 ft of 68" Dia.
- Pipeline 4 Relining: SR52 to Lake Murray-17,000ft 66"-69" Dia. Steel Liners
- Pipeline 3 Relining: Sweetwater to Lower Otay-32,000ft 66"-69" Dia. Steel Liners
- Pipeline 3 Desal Relining-San Marcos to Twin Oak-28,000ft 67"-69" Dia. Steel Liners
- Mission Trails Tunnel- 5000 ft 96" Dia. Pipe Fittings
- Pipeline 3 SR52 to lake Murray Relinine-17,000ft 66"-69" Dia. Steel Liners
- Pipeline 4 Reline Del Dios to Black Mountain Ranch-26,000 ft 93" Dia. Steel Liners
- Pipeline 5 Relining: to Sage Rd-14,000ft 96" Dia. Steel Liners
- San Vicente Dam Raise-60"-108" Dia. Fittings and Engineered Equipment
- Carlsbad Desalinization Project-50,000ft 54" Dia. Pipe, Valves

EXHIBIT C

Fee Schedule/Berg & Associates Fee Proposal



City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

Attn: Kenny Nguyen

Subject: SR-55/Ritchey Water Improvement Project Construction Management
and Inspection Services RFP NO. 21-066

Proposer: Berg & Associates, Inc.

Dear Mr. Nguyen:

Please see attached our fee schedule, 10-H Form, and service phase estimate breakdown for providing personnel and services for the SR-55/Ritchey Water Improvement Project.

Please know that rates are fully negotiable and estimated hours can be adjusted as needed. We hold a Caltrans audited overhead rate (#L2018-0551). Our inspector rates comply with DIR prevailing wage requirements.

Should you have any questions, please don't hesitate to contact me at (310) 548-9292 or alicia@bergcm.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia Berg", with a stylized flourish at the end.

Alicia Berg
VP/Director of Research and Development

Attachments: One (1) Cost Proposal

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Berg & Associates, Inc.Project No. RFP No.21-066 Contract No. _____ Date 08/16/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Dave Smith, PE, QSD	1,008.00	\$ 91.00	\$ 91,728.00
Contract Administrator	Brenda Ramirez, MPA	1,728.00	\$ 51.50	\$ 88,992.00
Lead Inspector	Mike Masengale	2,960.00	\$ 53.00	\$ 156,880.00
Utility Coordinator	Dominic Costello	80.00	\$ 63.30	\$ 5,064.00

LABOR COSTSa) Subtotal Direct Labor Costs \$ 342,664.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 342,664.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 50.00%) e) Total Fringe Benefits [(c) x (d)] \$ 171,332.00f) Overhead (Rate: 80.00%) g) Overhead [(c) x (f)] \$ 274,131.20h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 445,463.20**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%** \$ 78,812.72**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2880	1	\$ 5.50	\$ 15,840.00
Equipment Rental and Supplies			\$ 2,500.00	\$ 2,500.00
Permit Fees				
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 18,340.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 18,340.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 885,279.92**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

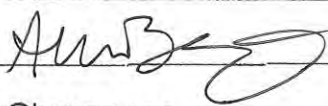
EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Berg & Associates, Inc. Title *: VP/Director of Research and Development
Signature:  Date of Certification (mm/dd/yyyy): 08/16/2021
Email: alicia@bergcm.com Phone Number: (310) 548-9292
Address: 302 W. 5th Street, Suite 210, San Pedro, CA 90731

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management & Inspection Services

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Berg & Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 130 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 2020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

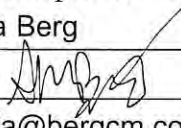
- Total participation amount \$ 0.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is .
- Years of consultant's experience with 48 CFR Part 31 is .
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Alicia Berg

Title**: VP/Director of Research and Development

Signature: 

Date of Certification (mm/dd/yyyy): 08/16/2021

Email**: alicia@bergcm.com

Phone Number**: (310) 548-9292

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

August 17, 2021



Estimated Cost and Hours Worksheet

	Pre-Construction			Construction			Post-Construction		
	All Projects			All Projects/Phases			All Projects		
	320 (~40 WD FTE)			2880 (~360 WD FTE)			320 (~40 WD FTE)		
	Rate	Hrs	Cost	Hrs	Costs	Hrs	Costs	Hrs	TOTALS
Core Staff Dave Smith, PE, QSD Mike Masengale Brenda Ramirez, MPA	\$ 230.23	192	\$ 44,204.16	720	\$ 165,765.60	96	\$ 22,102.08	\$	232,071.84
	\$ 134.09	40	\$ 5,363.60	2880	\$ 386,179.20	40	\$ 5,363.60	\$	396,906.40
	\$ 130.30	160	\$ 20,847.20	1440	\$ 187,624.80	128	\$ 16,677.76	\$	225,149.76
			\$ 70,414.96		\$ 739,569.60		\$ 44,143.44	\$	854,128.00
Support Staff Inspector/Office Engineer Peak/Alt Inspector Utility Coordinator	\$ 129.03	0	\$ -	0	\$ -	0	\$ -	\$	-
	\$ 129.03	0	\$ -	0	\$ -	0	\$ -	\$	-
	\$ 160.15	40	\$ 6,405.96	40	\$ 6,405.96	0	\$ -	\$	12,811.92
			\$ 6,405.96		\$ 6,405.96		\$ -	\$	12,811.92
						Total Labor Estimate			\$ 866,939.92
Other Direct Costs Vehicles Consumables	Rate								
	\$ 5.50	2880							
	At cost	-							
		Total ODC's							
									\$ 18,340.00
Subconsultants ON-SITE Technical	Rate								
	Various								
									Est'd Sub \$ TBD
						Total Sub Estimate			TBD
									TOTAL ESTIMATE \$ 885,279.92
Notes:									

Notes:

1. Total cost is overall bottom line budget only. Line items are interchangeable within budget.
2. Actual costs are dependent upon contractor's schedule.
3. All rates conform to DIR prevailing wage requirements.
4. Our goal is provide staffing to avoid OT charges. Peak Inspectors are available, as-needed.
5. Above estimate is based on City's construction schedule estimate of 530 days.
6. All costs are negotiable.