

251 E. MAIN STREET, MOUNTAIN HOUSE, CA 95391 (209) 831-2300 • (209) 831-5610 FAX

CONSULTANT AGREEMENT

CONTRACT ID # A-2223-03

DATE: July 1, 2022

PARTIES: MHCSD: Mountain House

Community Services District

251 E. Main Street

Mountain House, CA 95391

CONSULTANT: NV5

2109 W. Bullard Avenue, Suite 145

Fresno, CA 93711

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. <u>Scope of Professional Services:</u>

Scope of Services for Plan Checking will be negotiated on a Task-Order basis. For each Task-Order, the CONSULTANT shall provide a scope, budget and schedule based on the Schedule of Billing Rates, included in the attached Statement of Qualification (Attachment A). The Community Development Director will approve the Task Orders. The CONSULTANT shall not do any work prior to the written approval of the Task-Order. The total amount of Task Orders shall not exceed the total contract value. There shall be no substitution of personnel without written approval of MHCSD.

3. <u>Term of Agreement:</u>

This Agreement shall commence July 1, 2022, and continue until June 30, 2023 unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or otherwise extended in writing by mutual agreement of the Parties. The MHCSD General Manager is hereby authorized to negotiate such extension.

4. Compensation:

The compensation shall not exceed the amount of \$700,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

5. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

6. <u>Inspection:</u>

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by MHCSD.

7. <u>Invoicing:</u>

Consultant shall submit invoices not more often than once a month during the term of this Agreement based on the cost for services performed and reimbursable costs incurred prior to the invoice date via e-mail to **mhcsdbilling@sjgov.org**. Invoices delivered to any other e-mail address will be deemed undelivered and not paid. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Additionally, all invoices must also reference the task being billed and include the total budgeted for the task, billings to date, amount of current billing and the balance remaining. Payments will be made against invoices as submitted.

8. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against MHCSD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. San Joaquin County will issue a form 1099 on behalf of MHCSD at year-end for fees earned.

9. <u>Assignments:</u>

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

10. <u>Non-Exclusive Rights:</u>

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

11. Compliance:

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

Pursuant to Section 1771 of the California Labor Code, CONSULTANT and all subcontractors may be required to pay the general prevailing rates of per diem wages, overtime and holiday wages, as determined by the Director of the Department of Industrial Relations, for projects that constitute "public works" projects. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: http://www.dir.ca.gov/Public-Works/PublicWorks.html. Contractor shall pay prevailing wages for any Services performed that are subject to such requirements.

CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

12. <u>Indemnification</u>, Hold Harmless and Defense:

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend MHCSD, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCSD's property, arising out of CONSULTANT's alleged negligence, or wrongful acts related to or in connection with CONSULTANT'S performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCSD shall indemnify, hold harmless and defend the CONSULTANT, its directors, officers, employees, agents and each of them (collectively referred to as "CONSULTANT Indemnified Parties") from and against any and all claims,

demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the CONSULTANT's property, arising out of MHCSD's alleged negligence, or wrongful acts related to or in connection with MHCSD's performance of duties under the terms and conditions of this Agreement.

13. Insurance:

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance described in Exhibit B, incorporated herein, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to MHCSD of such insurance that meets the requirements of Exhibit B and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to MHCSD. Consultant shall maintain the insurance policies required by Exhibit B throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required by Exhibit B for the subcontractor(s) and provided evidence that such insurance is in effect to MHCSD. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

14. Discrimination:

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

15. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCSD may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which MHCSD may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCSD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. <u>Drug Free Workplace:</u>

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONSULTANT for MHCSD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. <u>Headings:</u>

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of District shall be personally liable to CONSULTANT in the event of any default or breach by District or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

Signatures to follow on the next page

IN WITNESS WHEREOF, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

General Counsel

Exhibit A: Statement of Qualifications and Billing Rates

Exhibit B: Insurance Requirements

EXHIBIT A STATEMENT OF QUALIFICATIONS AND BILLING RATES

[Insert]

The MHCSD General Manager is authorized to negotiate annual increases to the billing rates in an amount not to exceed three percent (3%) of the billing rates stated herein.

QUALIFICATIONS FOR PROFESSIONAL CONSULTING SERVICES PLAN CHECKING SERVICES

APRIL 19, 2022

Prepared For:

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

Harold Holland, Community Development Manager 251 E. Main Street Mountain House, CA 95391

209.831.2300 hholland@sjgov.org







N|V|5

2109 W. Bullard Avenue Suite 145 Fresno, CA 93711



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A. Cover Letter



A. COVER LETTER



April 19, 2022

Mountain House Community Services District Attn: Harold Holland, Community Development Manager 251 E. Main Street Mountain House, CA 95391

SUBJECT: Qualifications for Professional Consulting Services - PLAN CHECKING

Dear Mr. Holland:

NV5 is very excited for another opportunity to continue our plan checking services that we have provided since 2006. As we have done in the past, we will continue to provide you "one stop shop" plan checking services for all the disciplines necessary to complete the review and approval process as quickly as possible.

We are providing a core team of experts that is very similar to the team provided for the 2021-2022 fiscal year. We are prepared to take on peak demand times with additional resources available as needed.

MEET NV5

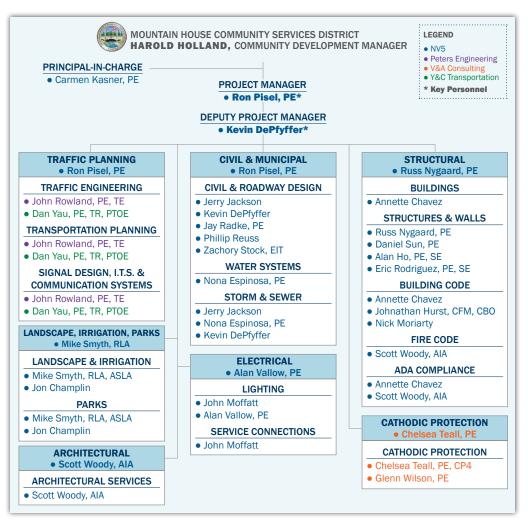
Our highly qualified plan checking team represents over 30 experts in the industry, many of whom are already providing high quality plan checking to the CSD. The NV5 team is uniquely qualified to provide Mountain House with the highest level of plan checking services for the following reasons:

- NV5 UNDERSTANDS THE MOUNTAIN HOUSE COMMUNITY SERVICE DISTRICT'S NEEDS AND STANDARDS. Over the 16 years NV5 has delivered a variety of plan checking services and has reviewed over700 different sets of plans and other documents. This experience makes us uniquely knowledgeable of the plan checking process and the current MHCSD Standards. We have worked closely with the districts staff and are available to attend meetings as needed.
- NV5 PROVIDES A FULL TEAM OF EXPERTS ALREADY FAMILIAR WITH THE MHCSD STANDARDS.
 With our highly diversified staff who are already familiar with MHCSD and the addition of strategic subconsultant's we can provide plan checking services for all of the many disciplines needed within the district. Specifically, our proposal includes plan checking services for the following disciplines:
 - 1. Civil and Municipal Engineering
 - 2. Landscape Design
 - 3. Structural Engineering Services
 - 4. Architectural Services
 - 5. Traffic Engineering Design and Planning
 - 6. Irrigation and Park Design
 - 7. Electrical Engineering Design

A. COVER LETTER



Our Organizational Chart provided herein shows the various staff we have available as needed for each major discipline.



CONTACT INFORMATION

Our Project Manager, Ron Pisel, P.E., is the primary contact for the MHCSD. His contact information is located in the box to the right.

We sincerely appreciate the opportunity to continue providing on-call plan checking services, and we look forward to your favorable review of our qualifications and working with your outstanding staff for the next fiscal year.

Sincerely, NV5, Inc.

CONTACT INFORMATION

Ron Pisel, PE Project Manager - Plan Checking

2109 W. Bullard Avenue,

Suite 145

Fresno, CA 93711

0 559.661.5221

C 559.975.5601

E ron.pisel@nv5.com

Ron E. Pisel, P.E

Engineering Manager

B. Qualifications Section



B. QUALIFICATIONS



NV5 BACKGROUND AND OFFICE LOCATION

NV5 provides the expertise to plan, design, and build the infrastructure that links our communities together. Our clients trust us to provide integrated engineering, consulting, and management solutions—regardless of project size or complexity. NV5 clients include federal, state, municipal and local governments, as well as private property owners and quasi-public agencies in many diversified fields of service.

Plan Checking services will be provided from our Fresno office. Our highly qualified staff of plan reviewers will be managed from this office. The address and telephone number follows:

Newman Company Company

NV5 OFFICE ADDRESS

2109 West Bullard Avenue Suite 145 Fresno, California 93711 P 559.661.5220

QUALIFICATIONS AND SERVICES PROVIDED

In addition to our plan checking services, we have provided engineering design (including water, wastewater, roadways, transportation, structural, and flood control), preparation of grant applications such as for the Highway Bridge Program (HBP), SWPPP preparation, QSD/QSP support, survey, inspection and construction management services. Our largest clients are local governmental agencies including cities, counties, utility agencies, and transportation authorities. We are currently providing plan checking services for numerous agencies throughout California.

NV5 has been providing plan checking services for Mountain House since 2006. We also provide on-call services for Sacramento County, Madera County, Stanislaus County, San Joaquin County, Santa Clara County Roads and Airports Department, Contra Cost County, and the City of Concord and Santa Clara, to name a few.

Based on our experience and on-call contract management, our team offers the following benefits:

- Existing and in-progress work with Mountain House CSD
- Ability to deliver your project in a timely manner
- Well diversified and experienced team who can deliver a wide variety of projects in house

Being proactive and responsive are what guides NV5's approach for all of our engineering services contracts. We define "proactive" as our ability to recognize and remove potential obstacles or impediments

NV5'S ENGINEERING SERVICES

- ✓ Traffic and Transportation Design -Streets, Roadways, Highways, Rail, and Transit
- ✓ Water Supply, Distribution, and Treatment
- ✓ Wastewater Engineering
- ✓ Construction Management
- ✓ Right-of-Way Engineering
- ✓ Surveying and Mapping ALTA, Boundary, GPS, Topographic, Construction Staking
- ✓ Structural/Bridge/Seismic Retrofit Engineering
- ✓ Geographic Information Systems (GIS)
- ✓ Flood Control and Drainage
- ✓ Program Management
- ✓ Water Recycling

B. QUALIFICATIONS



before they impact the project budget or schedule. Responsiveness is what guides NV5's approach to on-call contracts.

NV5 will work very closely with District staff to identify project issues up front and set strategies for resolution of all the issues. We will attend meetings and have conference calls as needed. We understand that, as in all cases, our firm must provide a team that can fully deliver the prescribed scope of work and meet any established project goals.

SUBCONSULTANT SERVICES

To enhance our team, we have and selected a specific group of subconsultants to ensure all aspects of the District's request for qualifications are met. These are all companies and individuals that the NV5 Team has worked with for years. Each of whom brings a proven track record working on similar projects and a strong reputation for providing superior quality services.

PETERS ENGINEERING GROUP (PETERS) | TRAFFIC PLANNING



Peters is a multi-disciplined engineering company specializing in civil and traffic engineering. They maintain a fully-staffed office located in Clovis, California serving primarily public agency clients in the transportation and general civil engineering field. Since their inception in 1998, the firm has continuously provided services for various public agency clients and private developers, assisting in the successful delivery of many civil engineering projects, including the safe and

efficient design of hundreds of intersections, streets, and highways. Peters has also provided plan checking and peer review services on a variety of projects to many municipalities in recent years. Their civil and traffic engineering experience covers a wide array of projects including water line projects, road widening projects, traffic signals, intersection improvements, highway improvements, traffic impact studies, and construction management. Projects range from preparing construction documents for large interchange reconstruction projects on state highways to smaller street overlay projects. A majority of these projects include stage construction and traffic handling with detours and temporary traffic signals that require special considerations to ensure efficient traffic operations and safety. Peters has a substantial amount of experience coordinating with Caltrans and railroads. The firm's unique blend of design, construction, traffic engineering, and Caltrans local assistance expertise provides their clients with the benefit of wide range of important resources.

Y&C TRANSPORTATION CONSULTANTS, INC. (Y&C) | TRAFFIC PLANNING



Y&C is a transportation consulting firm with offices in Sacramento and Fremont, California. They are also a certified MBE/DBE with Caltrans and a certified SBE with California Department of General Services. Since its establishment in 1997, Y&C has completed traffic/electrical plans, specifications, and estimates (PS&E) for more than 900 transportation projects in over 100 jurisdictions, including the City of Brentwood. Many of these projects were providing on-call

traffic and electrical engineering services for municipalities.

V&A CONSULTING ENGINEERS, INC. (V&A) | CATHODIC PROTECTION



V&A is a consulting firm founded upon corrosion engineering as a core discipline in May of 1979. They has over 41 years of experience in corrosion engineering, including cathodic protection (CP), and specializing in evaluating, rehabilitating, and preserving municipal infrastructure. Their firm assists clients in evaluating and extending the remaining useful life of aging infrastructure, primarily in the water, wastewater, and transit industries. V&A is made up of professionals

passionate and dedicated to this practice and have the necessary experience and breadth of resources to provide their clients with corrosion engineering and condition assessment services.



B. QUALIFICATIONS

Corrosion Engineering has earned V&A a national reputation as a company providing comprehensive and specialized services to assist owners in assessing and maintaining infrastructure assets. They provide the information you need to make smart decisions based on the data they collect. Because of their varied staff experience, V&A has the resources in both staff and equipment to meet the demand for services on this contract. These resources allows staff members to work within multiple office locations and are available to locate from one to another for the duration of a project.



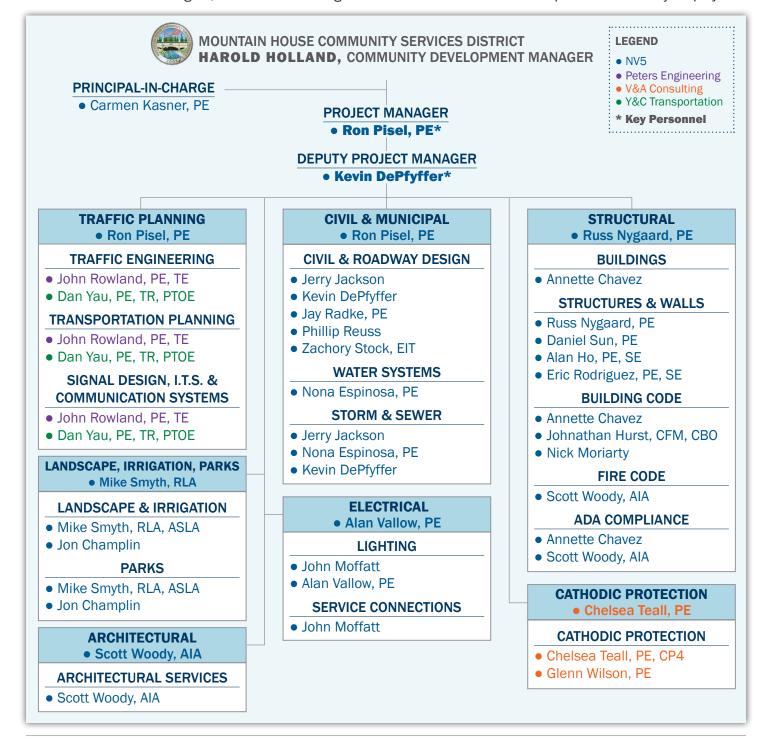
C. Approach, Experience & Expertise



ORGANIZATIONAL CHART

NV5 assembled our team specifically for the District's upcoming needs. Our team provides a diverse and experienced staff for civil and roadway engineering, traffic design, landscape and park design, structural engineering, architectural work, electrical engineering, and cathodic protection. NV5's staff is well versed in MHCSD's standards and presenting themselves professionally as an extension of your staff.

Supporting the task managers are several key staff for each discipline as shown on the following page in the organizational chart. Our well-diversified staff includes both licensed engineers as well as seasoned professionals. In addition to the Task Managers, we have staff throughout California who can be called upon to assist with your projects.





EXPERIENCE AND AREAS OF EXPERTISE

EXPERIENCE REVIEWING IMPROVEMENT PLANS AND DESIGNS

Our team have provided plan checking services for various agencies throughout California over the past 20 years. One of the key elements to providing quality, consistent plan checks is the development of a review checklist based on the standards of the agency. We have developed checklists for review of grading and improvement projects for multiple jurisdictions and have a specific checklist for MHCSD.

Many of the reviews involve grading, drainage and improvement plans for residential, commercial, and industrial developments; however, we also have the capabilities and experience to provide reviews of a variety of water/wastewater plans, as well as review of more specialized technical documents and plans such as structures, water quality compliance documents and FEMA related studies.

EXPERIENCE ANALYZING AND EVALUATING EXISTING AND NEW SUBSTRUCTURES

With NV5's variety of underground electrical, gas, and water projects, we frequently analyze and evaluate existing and new structures for appropriate connection and installation designs. If there is an existing structure to be reused, NV5 structural engineers and construction management staff will inspect it to ensure it can be reused for the project's foreseeable future. For existing and new structures, NV5 electrical and civil engineering leads will confirm that the structures meet all technical and safety standards, and that appropriate equipment and materials are specified for the scope of work to be completed in each structure.

EXPERIENCE EVALUATING UNDERGROUND SYSTEM DESIGN AND NEW CONSTRUCTION IMPACTS

All underground system designs must be evaluated for and planned with both system and construction impacts in mind. NV5 places a large emphasis on pre-engineering for our underground designs, identifying and marking out utility conflicts during the planning stage, so we can confirm that a design is constructible before it is issued for construction. This is particularly important for large manholes being installed in busy roadways, as our goal is to both minimize construction delays and inconveniences to the community, as both can have a costly impact.

SUCCESS

For the past 73 years, NV5 has provided professional expertise to public and private sector agencies. We talk with our clients and, more importantly, we listen. As a result, our clients trust us to provide the integrated consulting and management solutions that enable their success - regardless of project size or complexity.

EXPERIENCE

NV5's team of engineering professionals offer the essential plan check, inspection, and field experience, as well as all other required services for this contract. NV5 has proven expertise to successfully provide the required inspection and plan review services to Mountain House Community Services District.

COMMITMENT

NV5 is confident our expertise in development review, combined with our extensive local knowledge, makes us your ideal partner. We have a personal commitment to the success of your project.



ON-CALL PLAN CHECK ENGINEERING SERVICES | MOUNTAIN HOUSE, CA

During the 2021-2022 fiscal year, NV5 provided plan checking services for the Bethany Office Building, Mustang Square, Neighborhood K Lake Outfall Structure, Old River Pump Station, Safeway Town Center and the Arnaudo Apartment site. The Arnaudo Apartment project included review of the on-site civil plans, off-site civil plans, landscape plans, joint trench plans and the Providence-Arnaudo Traffic Signal plans.

Each of NV5's reviews included a constructability review, conformance to design guidelines, and a full engineering analysis.

In previous years, NV5 completed the plan review for six tracts within Neighborhood "E", and have completed the review for seven tracts in Neighborhood "G". In addition, NV5 has completed reviews of many of the major off-site arterial roads. The reviews include the entire set of roadway and infrastructure plan and profile sheets as well as the signing and striping plans. NV5 has also provided full plan review services and reviewed the mass grading plans for Neighborhoods I, J, and K. NV5 has also provided numerous structural reviews of the bridges within the District. The plans are reviewed for quality engineering as well as conformance to the Mountain House Standards. NV5 has also completed a comprehensive review of the complete set of Mountain House Standards so that the standards could be updated and adopted.

PROJECT INFORMATION

OWNER

Mountain House Community Services District

CONTRACT DATES

2004 - Present



ON-CALL ENGINEERING SERVICES | MADERA, CA

NV5 has been providing on call engineering and plan checking services for the County of Madera since 2000. NV5 has designed numerous large roadway projects and other infrastructure projects in the County, many of them in the Sierra Nevada foothill region. The foothill projects had many challenges because of the very steep terrain and numerous environmental constraints. Some of the roadway projects had cuts and fills of over 50 feet as well as other challenges. NV5 provided design services for the Madera County 2021 and 2022 SB-1 projects as well as several rural roadway projects and a mile long sewer replacement project on Highway 41 in Oakhurst. We are currently also providing all the design for the County transit projects.

PLAN CHECKING SERVICES

NV5 has provided plan checking services for several large land development projects within the County. Currently we are providing all the plan checking for Riverstone Development, Tesoro Viejo and The Preserve at Millerton Lake. The Riverstone Development is 2,000 acres and is being developed in 8 phases with a full build out of 6,600 homes, numerous parks and several schools. Tesoro Viejo is part of the Rio Mesa Specific Plan area and is comparable in size to the Riverstone Development.

PROJECT INFORMATION

OWNER

Madera County

CONTRACT DATES

2000 - Present





ON-CALL PLAN CHECK REVIEW AND FIELD INSPECTION CONSULTANT SERVICES FOR CITY PLACE DEVELOPMENT | SANTA CLARA, CA

NV5 is currently providing plan check review and field inspection consultant services, in support of the City Place Development Project. The project is a proposed phased development of approximately 240 acres that includes a new urban center with retail and entertainment districts, office development, and residential uses, as well as outdoor amenities, infrastructure, parkland, and open space.

PLAN CHECKING SERVICES

NV5 reviews developers' public improvement plans by utilizing efficient use of the public right-of-way and utility easements and constructability; provides plan check review comments, recommendations, and action items summary; plan and profile underground storm drain and sanitary sewer systems; reviews plans for conflicts and inclusion of underground joint trench and other public utilities (gas, telecom, etc.) and inspection; review developers' on-site drainage plans and calculations as they relate to the off-site storm drain system; and provides structural review of bridges, foundations, footings, retaining walls, including geotechnical reports and any necessary special inspection.

PROJECT INFORMATION

OWNER

City of Santa Clara

CONTRACT DATES

2019 - Present



ON-CALL ENGINEERING SERVICES | PORTOLA VALLEY, CA

On an on-call basis, NV5 acts as engineering staff for the Town of Portola Valley. Projects include a wide range of design and inspection services. NV5's on-call services included:

LIGHTED CROSSWALK AT PORTOLA ROAD

NV5 provided engineering design and Caltrans coordination services for a federally-funded project to construct a lighted crosswalk system and associated improvements at the main intersection near an area school. Post location and Asphalt Concrete surfacing were placed to allow the

PROJECT INFORMATION

OWNER

Town of Portola Valley

CONTRACT DATES

2000 - Present

primary users of the new crosswalk to access the activation button, while still providing a safe distance from the roadway. The placement of asphalt concrete surfacing is also consistent with other uses of the same surfacing between the school and the crosswalk. Processing of the project required close coordination with the Town and Caltrans to ensure the allocated funds are utilized by the Town.

PAVEMENT REHABILITATION PROGRAM

This street resurfacing project covered various local streets within the Town. The improvements included design of pavement overlay, slurry seal, identification for removing and replacing failed pavement sections within the project limits, replacement of failed AC dikes, striping, and signage. The total number of streets was determined by the amount of improvements, which could be completed within the \$150,000 project budget.





APPROACH TO PROJECT AND PROJECT MANAGEMENT

EXPERIENCE LEADING SUCCESSFUL MEETINGS

KICKOFF MEETINGS

The NV5 project manager holds regular conference calls with the design team to ensure that the processes and procedures are followed and that any potential issues are identified early in the review process.

In addition, early identification of project concerns, anticipated complexities, and project goals are essential for ensuring that each participant has a full understanding of the project. Internal team discussions will include:

- Plan review roles and responsibilities
- Project overview and discussion of unique challenges
- Contact lists
- Process for plan review, project management and delivery of documents
- Communication plan and expectations
- Specific concerns of stakeholders
- Distribution of the District Standards to all reviewers
- Distribution of standard plan review check list

DISCIPLINE MEETINGS

On larger projects, it is common for each discipline (structural, traffic, civil, etc.) to hold separate weekly meetings. These meetings typically take place at the direction of the Discipline Director. During the meetings, each member of the review team will discuss specific challenges or issues encountered and receive input from the team. In addition, the schedule for completion will be reviewed to allow the Discipline Director to allocate additional staff if necessary to meet the deadlines. At the conclusion of these meetings, the Discipline Director will report back to the Project Manager and submit a summary of the items discussed at the meeting.

ONSITE MEETINGS

When critical issues arise during construction NV5 staff will attend field meetings when requested to collaborate with our inspectors, contractors and District staff to discuss potential field changes to the plans to keep the construction process moving forward.

RELEVANT LOCAL CODES

NV5 works with cities and counties throughout the state and understands that each jurisdiction adopts local municipal codes and ordinances. Whenever we begin work for a new jurisdiction, our team familiarizes themselves with the local regulations governing projects. For this project, our team is very familiar with the District's Standards. NV5 has an in-depth knowledge of various water systems, challenges, and future goals of the District for Neighborhoods I, J, K & L, as well as the various private development sites to be constructed. We are also very knowledgeable of the associated arterial roadway and infrastructure system as well as the overall hydrology of the area. This knowledge will enable us to anticipate project and standards issues that may arise during the course of plan review and work with the District staff for a resolution.

QUALITY CONTROL/ASSURANCE AND SCHEDULE

QUALITY CONTROL/ASSURANCE

At the beginning of each new project, the design team will meet to discuss the quality control requirements for the team. These requirements include a series of checks and balances that start with the individual plan reviewer, then are moved up to the individual Discipline Directors for review and eventually a comprehensive check of each discipline involved in the project is reviewed by the Project Manager.

Previously, the plan review checklist used by NV5 for Mountain House projects was a comprehensive list



of key standards for all aspects of the review and included items from multiple disciplines. With the new expanded team structure, NV5 will have a more discipline specific checklist for each design group. The basic steps in the quality control process for plan checking is outlined below:

LOG OF PLAN SUBMITTALS

The Project Manager keeps a continuous log for each set of plans or other documents submitted by the developer or designer for review. This log provides the following information:

- Name of the plan set
- Plan file number and submittal number
- Date of the submittal
- Date the review is to be completed and returned to the District
- List of Discipline Directors plans were distributed to
- Date the plans were returned to the District
- General comments related to the review

PLAN CHECK REVIEW PROCESS

STEP 1 – As mentioned in previous sections, an initial internal meeting will be held with all plan review staff to discuss the project overall scope and schedule. At this initial meeting each plan reviewer will be provided the detailed list of items to be reviewed which are specific to his / her discipline.

STEP 2 – After the initial review is completed, each plan reviewer will sign and date their checklist and provide it to their Discipline Director.

STEP 3 – The Discipline Director will provide a PDF set of the plan check comments along with the checklist to the Project Manager.

STEP 4 – The Project Manager will collect the plans and checklist from all of the disciplines and prepare one complete set of plans to submit to the District.

STEP 5 – In addition to submission of the plan check comments, the Project Manager will prepare a detailed list of any major issues which should potentially be discussed at the next project meeting at the District offices.

SUCCESSFUL PROJECT COMPLETION

The keys to successfully completing District-assigned projects in a timely manner and with a high degree of quality are to:

- Accurately define and confirm the project's scope of work with District staff.
- Review the project schedule as defined in each Task Order.
- Diligently follow the NV5 protocol for in house plan checking and peer review.
- Monitor and update the project schedule throughout the duration of the project.
- Assign skilled resources to tasks as required to meet the project schedule.
- Thoroughly and continuously communicate with District staff.
- Document all key project correspondence and diligently pursue resolution to any issues that may affect the project.
- Meet with District staff and thoroughly review and discuss all issues to ensure the project needs are identified prior to proceeding to final plan reviews.

These key management principles are based on our past project experiences and are applicable to any project NV5 will be performing for the District. We will implement these principles for every project and complete our work on-time, within budget, and with a high degree of quality.

During the construction period, assistance in the form of plan interpretation, review of contractor's submittal and change orders, occasional site visits, and "as-built" drawing review can be provided if requested by the District.



ACCOUNTING AND BILLING PROCEDURES

NV5 employs Deltek Vision, a sophisticated database system to manage our project accounting and financials. Vision is a leading project-based solution for professional services firms to manage their clients, projects and finances. It tracks all costs associated with a project, including staff hours, direct costs, and incidentals.

We will set up an individual budgets and invoices for each project based on the budget outlined in each Task Order for the 2022 - 2023 fiscal year.

After a Task Order has been executed, Ron Pisel and our project administrator will set up each project in Vision, including the agreed upon billing rates, subconsultant information, total contract value, and other pertinent information. As a project proceeds Ron will review and approve time sheets every week for accuracy and compliance. We will produce monthly invoices that detail daily hours worked with descriptions and locations. Ron will review each monthly invoice before forwarding to the District.

We maintain spreadsheets and tracking reports every month to evaluate the budgets on every Mountain House project. If changes or amendment are needed, Ron will work with MHCSD's administrative group to update contract values so that all billings are accurate, timely and within budget.

REFERENCES FOR RELATED SERVICES



MADERA COUNTY

Jared Carter
Deputy Public Works Director
P 559.675.7811
jcarter@maderacounty.com

On-Call Professional Engineering
Services

RELATED

RELATED
(FOR THE CITY OF SANTA
CLARA DEVELOPMENT
PROJECT)

Scott "Mac" McRobie
VP of Design & Construction
P 408.490.3708
smcrobie@related.com

City of Santa Clara -On-Call Services for City Place Development



SAN BENITO COUNTY

Harry Mavrogenes
Resource Management Agency
Director
P 831.902.2269
HMavrogenes@cosb.us

On-Call Engineering Consultant Services

D. Resumes for Key Staff





RON PISEL, PE PROJECT MANAGER

EDUCATION & EXPERIENCE: BS Civil Engineering - California State University, Fresno

LENGTH OF EMPLOYMENT AT NV5: 22 years

TOTAL RELATED EXPERIENCE: 32 years

AREA OF SPECIALIZATION:

Construction/Project Management, Project Management, Civil & Municipal Engineering

AFFILIATIONS/HONORS: NA
PROFESSIONAL LICENSES:
Professional Engineer, CA
#C53551

Qualified SWPPP Developer/ Practitioner, CA #21815

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, ON-CALL PLAN CHECKING SERVICES: Project manager since 2006 in charge of plan reviews for the residential developments, arterial roadways, commercial sites and schools. NV5 has reviewed over 500 sets of development plans for Mountain House and has been an integral part of the approval process for all of the developments. Also involved in writing and updating the design standards used by the CSD.

MADERA COUNTY 2022 - 2023 SB-1 PROGRAM: Project Manager for 15 sites throughout Madera County to provide a construction package for the County's SB-1 program. All of the projects included design of the project, quantity calculations and an engineer's estimate. In addition, each of the projects had to be surveyed to establish centerline stationing, all utilities and survey monuments.

BARD INVESTMENTS, SIERRA MEADOWS ESTATES: Project Manager for this subdivision in the Sierra Nevada foothills in Madera County. The project included 615 lots on 1,200 acres including a water treatment plant and a package plant for waste water treatment. The project also included permitting requirements with Department of Fish and Game, Army Corps of Engineers and Department of Dam Safety.

KEVIN DEPFYFFER DEPUTY PROJECT MANAGER

EDUCATION & EXPERIENCE: NA

LENGTH OF EMPLOYMENT AT

NV5: 5 years

TOTAL RELATED EXPERIENCE:

27 years

AREA OF SPECIALIZATION:

Civil Design & Engineering, Inspection, Surveying, Auto CAD, Civil 3D, MicroStation

AFFILIATIONS/HONORS: NA PROFESSIONAL LICENSES: NA

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

MADERA COUNTY 2022 - 2023 SB-1 PROGRAM: Designer/Surveyor for 15 sites throughout Madera County to provide a construction package for the County's SB-1 program. All of the projects included design of the project, quantity calculations and an engineer's estimate. In addition, each of the projects had to be surveyed to establish centerline stationing, all utilities and survey monuments.

SHOPPING CENTER, MERCED: Project design and inspection for shopping mall in Merced. Performed the ALTA survey on this 20-acre site, and was also assigned to help the design team. The project included design for onsite retention, utilities for multiple tenants and offsite design on SR140.

MADERA COUNTY ENGINEERING DEPARTMENT, DISTRICT 10: Project design and inspection for the County. Performed inspection and survey of proposed alignment and utilities to tie 2 existing pump stations together – route of approximately 5 miles. Responsible for locating and identifying all utility and drainage crossings and coordinated with existing utilities for locations. Assisted with the design, creating plan and profile as well as drafting location of existing utilities to identify and resolve any conflicts. Also provided support for drafting tie in location and details for lower pump station.



JERRY JACKSON CIVIL & ROADWAY DESIGN/STORM & SEWER

EDUCATION & EXPERIENCE: Autodesk Certified Expert (ACE), Caltrans Residential Engineer Academy

LENGTH OF EMPLOYMENT AT NV5: 20 years

TOTAL RELATED EXPERIENCE: 29 years

AREA OF SPECIALIZATION: Civil

Drafting, Commercial Development, Transportation & Roadway Engineering

AFFILIATIONS/HONORS: USGBC LEED

Accredited Professional

PROFESSIONAL LICENSES: NA

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

SAN JOAQUIN COUNTY, B STREET IMPROVEMENTS: Draftsman for the improvements to an existing two-lane, urban collector. The improvements include installation of an eight phase traffic signal, left turn pockets at all approaches, constructing various curb and gutter with sidewalks, handicap ramp improvements per Americans with Disabilities Act (ADA) standards, signing and delineation, and the resurfacing of 1.5 miles of roadway.

CITY OF CERES, SR 99/MITCHELL ROAD/SERVICE ROAD INTERCHANGE: Project designer and draftsman for preparing the project approval and environmental documents (PA/ED) for the Mitchell Road/SR 99 Interchange. The overall project scope includes project initiation through final PS&E. The approved alternative includes five bridge structures spanning everything from the freeway mainline to UPRR, irrigation canals and local roads and ramps.

CITY OF MANTECA, NORTH MANTECA TRUNK SEWER PROJECT: Project draftsman for 1-mile of gravity-flow trunk sewer (36- to 60-inch) for the City.

JAY RADKE, PE CIVIL & ROADWAY DESIGN

EDUCATION & EXPERIENCE: BS Civil Engineering - California State University, Sacramento

LENGTH OF EMPLOYMENT AT NV5: 22 years

TOTAL RELATED EXPERIENCE: 38 years **AREA OF SPECIALIZATION:** Development Engineering, Urban Roadway Master Planning & Design

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional Engineer, CA #C44915

Qualified SWPPP Developer/ Practitioner, CA #01109

USGBC LEED Accredited Professional

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

LOS VAQUEROS RECREATIONAL FACILITIES EXPANSION: Project manager for this \$13 million reservoir expansion project. The reservoir was raised 35 feet, from an elevation of 472 to an elevation of 507. The project required construction survey work, designing one mile of roadway, a 70-stall parking lot and overflow parking, 12 miles of trails and pedestrian bridges, retention facilities, design of docks, and moving the existing 20,000-square-foot marina building and nine ancillary utility buildings. Water from the reservoir was pumped to a 30,000 gallon tank to supply untreated water for irrigation and fire suppression. In addition, a new ultra-filtration water treatment and delivery system was designed.

CITY OF TRACY, HOLLY SUGAR SPORTS COMPLEX: Engineering manager for the development of a regional sports complex located on a 166-acre property. The overall project includes the construction of 20 fields (eight soccer fields and 12 baseball fields), four parking lots, Tracy Boulevard widening (main access road), and utilities. Also includes the design of a Class I bikeway to connect pedestrians/ bicyclists traversing from Larch Road to the sports complex.



PHILLIP REUSS, PE CIVIL & ROADWAY DESIGN

EDUCATION & EXPERIENCE: BS Civil Engineering - Ohio State University

LENGTH OF EMPLOYMENT AT NV5: 7 years **TOTAL RELATED EXPERIENCE:** 16 years **AREA OF SPECIALIZATION:** Transportation Design & Engineering, Stormwater Management, AutoCAD, Civil 3D and Microstation

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C82850

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF CERES, ROUTE 99/SERVICE ROAD/MITCHELL ROAD INTERCHANGE PROJECT: Project engineer in preparation of Project Report during environmental phase, including development of engineering studies and refining project geometry for a major highway interchange project involving new ramps, bridge and retaining wall structures, drainage facilities, local roadway improvements, and right-of-way acquisitions. Coordinated project development with internal team members, environmental, traffic engineering, and geotechnical subconsultants, and attended Project Development Team (PDT) and design focus meetings with Caltrans and the client.

SAN JOAQUIN COUNCIL OF GOVERNMENTS, I-205 AUXILIARY LANES PROJECT: Served as project engineer during the PSR, PA/ED, and PS&E phases. Prepared project reports in PSR and PA/ED phase, including development of Project Report, Drainage Report, and SWDR. Developed drainage design and assisted with various roadway design elements, including quality control activities, in PS&E phase.

ZACHARY STOCK, EIT CIVIL & ROADWAY DESIGN

EDUCATION & EXPERIENCE: BS Civil Engineering - University of Nevada Reno

LENGTH OF EMPLOYMENT AT NV5: 3 years
TOTAL RELATED EXPERIENCE: 3 years
AREA OF SPECIALIZATION: Water
Resource Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Engineer-in-

Training, CA

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF SANTA ROSA, SMALL WATER SYSTEM CONSOLIDATION PROJECT:
The project involves consolidation of nine mobile home parks with

the City of Santa Rosa's water system along with the installation a fire service line at each of the mobile home parks. Responsibilities included preparing the plans and specs for the 90% submittal and creating the cost estimate.

RAYMUS VILLAGE TCP MITIGATION PROJECT: The purpose of this project is to design a granular activated carbon treatment system to mitigate the amount of 1,2,3-trichloropropane (TCP) present in the Raymus Village water supply. Assisted in preparing the plans for the 60% submittal.

CITY OF FAIRFIELD, N. TEXAS STREET WATER MAIN REPLACEMENT AND STREET OVERLAY PROJECT: The project involves the water main replacement and street overlay N. Texas St. from E. Travis Blvd. to Air Base Parkway. Responsibilities on this project include preparing the plans for the 90% submittal and creating the cost estimate.



NONA ESPINOSA, PE WATER SYSTEMS/STORM & SEWER

EDUCATION & EXPERIENCE: BS Civil Engineering - University of California, Berkeley

Certificate, Erosion Control Compliance with NPDES Phase II -APWA

Certificate, Fundamentals of Erosion Control & Rolled Erosion Control Pro -John Towns & Associates, Inc.

LENGTH OF EMPLOYMENT AT NV5: 25 years

TOTAL RELATED EXPERIENCE: 16 years

AREA OF SPECIALIZATION: Hydraulic

Analysis, Water Modeling, Sanitary

Sewer and Water System Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C60547

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

STANFORD UNIVERSITY, STORMWATER DETENTION BASINS: Senior engineer for design of two interconnected detention basins to provide hydromodification and peak flow attenuation for future development in the watershed in compliance with local and regional (MRP) requirements. Design included hydrologic modeling with HEC-1 for detention basin sizing and will include two multi-use recreation field/detention basins and multiple hydraulic structures to divert flow under various storm events prior to release to the downstream conveyance system.

STANFORD UNIVERSITY, STORM DRAINAGE OVERLAND FLOW MASTER PLAN: Analysis of overland release conditions including field investigation of the site to confirm overland flow paths. Identified drainage areas based on existing topography and performed drainage calculations for 100-year storm event (rational method). Overland flow inundation limits were defined by modeling each path using HEC-RAS.

CITY OF MOUNTAIN VIEW, MISCELLANEOUS WATER AND SEWER MAIN REPLACEMENT PROJECT: Project/Design Engineer for the design of sewer and water main replacement. Project included water and sewer pipe design and construction documents for the replacement of up to 6,500 feet of water mains and services and for approximately 5,000 feet of sanitary sewer mains and laterals for the project.

SCOTT WOODY, DBIA, CBO, CASP, CM-LEAN, LEED-AP ARCHITECTURAL

EDUCATION & EXPERIENCE: BS Architecture - Cal Poly, San Luis Obispo

LENGTH OF EMPLOYMENT AT NV5: 3 years **TOTAL RELATED EXPERIENCE:** 25 years **AREA OF SPECIALIZATION:** California Building, Fire & Accessibility Codes, Architecture, & Structural Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Architect, California, #28253

CA Certified Access Specialist (CASp), #004

DBIA – Design-Build Professional, #D346

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF SAN BERNADINO, ON-CALL PLAN REVIEW SERVICES: Performs plan review services for NV5 as a consultant to the County of San Bernardino. Projects include residential and commercial structures. Plans are reviewed for conformance to the adopted California Building Code and County amendments. All plan review is completed electronically using Adobe Acrobat. Plan reviewers provide redlines directly on the Adobe PDF document and prepare a comment letter using Microsoft Word. Comments include references to the applicable codes and regulations.

SHUMS CODA ASSOCIATES, PLEASANTON CA: Plans Examiner for Architectural firm. Responsibilities included review plans, calculations and specifications for compliance with the most current California adopted codes and ordinances. Preparation of Plans Comments Letter according to industry and SCA standards. Meet and confer with the clients as-needed to clarify plan check comments. Travel to jurisdictions on an as-needed basis to support clients.



RUSS NYGAARD, PE STRUCTURAL LEAD

EDUCATION & EXPERIENCE: MS Structural Engineering – University of Illinois

BS Civil Engineering – University of Illinois

LENGTH OF EMPLOYMENT AT NV5: 3 years
TOTAL RELATED EXPERIENCE: 33 years
AREA OF SPECIALIZATION: Structures
AFFILIATIONS/HONORS: American Society
of Civil Engineers – Board Member
Society of American Military Engineers –
Past Director

American Public Works Association Construction Management Association of America

Structural Engineers Association of CA American Council of Engineering Companies – CA

PROFESSIONAL LICENSES: Professional Engineer, CA #C 50369

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

TAHOE TRANSPORTATION DISTRICT, US 50/SOUTH SHORE COMMUNITY REVITALIZATION: Program Manager for revitalization project resulting from re-alignment of Highway 50 through south shore of Lake Tahoe. Large housing component incorporated into project, along with mixed-use commercial sites with transit oriented development and bicycle and ped facilities. For PA&ED phase, including Project Report and CEQA EIR/TRPA EIS/ NEPA EIS, Russ worked to guide approvals through 6 Federal, State, and Local agencies.

CITY OF FOLSOM, EAST AREA SPECIFIC PLAN - STRUCTURES: Project Engineer responsible for variety of structures for development of new specific plan. Structures included retaining walls, sound walls, underground sewer and storm water structures, including pump stations, drop inlets, and pig vaults, box culverts, and street light and signal foundations. Larger structures included entry feature structures and a 5-tiered MSE retaining wall for a park.

ANNETTE CHAVEZ BUILDINGS/BUILDING CODE/ADA COMPLIANCE

EDUCATION & EXPERIENCE: National University, MS, Public Administration & BS, Business Administration

U.C. Berkeley, Business Executive Seminar, Certificate of Completion

Butte Community College, Oroville, CA Building Inspection Technology Certificate

LENGTH OF EMPLOYMENT AT NV5: 3 years **TOTAL RELATED EXPERIENCE:** 31 years **AREA OF SPECIALIZATION:** Building Code, Plan Review, and Inspection

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: ICC Certification #853536: Building Official, Building Code Official, Building Inspector, Building Plans Examiner, Combination Inspector, Electrical Inspector, Plumbing Inspector, Mechanical Inspector, UPC Plumbing Inspector, UMC Mechanical Inspector

Certified Energy Plans Examiner (CABEC)

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF NOVATO, CHIEF BUILDING OFFICIAL: Responsible to plan, organize and direct the activities of the City Building Division including permit issuance, plan review, and building inspection; to insure compliance with building, electrical, plumbing, and mechanical codes, State title 24 requirements, disabled access regulations and related provisions of the municipal code.

PRINCIPAL PROJECT MANAGER, PRIVATE SECTOR BUILDING & SAFETY DIVISION: Planned, organized and supervised the work of Building Inspectors, Plans Examiners, Permit Technicians, and engineers that support the function of the Building Inspection Department. Personally performed duties of Building Inspector, Plans Examiner, and Building Official as needed.

GLENN COUNTY PLANNING & PUBLIC WORKS AGENCY, CHIEF BUILDING OFFICIAL: Responsible for directing, supervising and coordinating all operations of the building inspection and code enforcement program including operation of the One-Stop Permit Center. Participated in development, supervision and administration of capital projects and facilities maintenance projects. Engaged in plan checking, field inspection, code enforcement, and coordinated joint inspections with other County departments.



DANIEL SUN, PE STRUCTURES

education & experience: Master of Engineering, Structural Engineering - California State Polytechnic University at Pomona

BS Civil Engineering - Chung-Yuan University

LENGTH OF EMPLOYMENT AT NV5: 6 years

TOTAL RELATED EXPERIENCE: 40 years

AREA OF SPECIALIZATION: Structural Engineering

AFFILIATIONS/HONORS: NA
PROFESSIONAL LICENSES:
Professional Engineer - CA

#C40064, UT, NV

Structural Engineer - AZ, UT, NV

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

COUNTY OF IIMPERIAL, DOGWOOD BRIDGE OVER CENTRAL MAIN CANAL: The evaluation addressed the feasibility of salvaging and retrofitting the bridge versus a complete replacement. The evaluation culminated with a letter report addressing the different options with all the associated approach roadway work, and provide the most suitable recommendation with clear justification for its implementation. O

CITY OF HESPERIA, RANCHERO ROAD BRIDGE: Performed bridge design check for the new steel girder bridge that carries the BNSF railway over Ranchero Road. The bridge has four simple spans that carry the existing two tracks and provide for a future third track. The main spans are 72-feet in length, and the overall bridge length is 213 feet. The structure is in a high seismic zone, and the design of the substructure accommodates the large seismic forces that are generated as part of the AREMA seismic design criteria.

CITY OF MENIFEE, BRADLEY ROAD BRIDGE OVER SALT CREEK: Project engineer for the design and construction documents for this project to improve Bradley Road between Rio Vista Drive and Potomac Drive within the City of Menifee. This improvement consists of providing an all-weather crossing at Salt Creek in lieu of the existing two-pipe culvert.

ALAN HO, PE, SE, LEED AP STRUCTURES

EDUCATION & EXPERIENCE: MS Civil Engineering

BS Civil Engineering

LENGTH OF EMPLOYMENT AT NV5: 3 years

TOTAL RELATED EXPERIENCE: 31 years

AREA OF SPECIALIZATION: Structural Engineering, Plan Review, Code Compliance

AFFILIATIONS/HONORS: NA PROFESSIONAL LICENSES: Professional Engineer, CA

#C42260

Professional Structural Engineer, CA #S3551

DSA Certified Access Reviewer and Structural Reviewer

USGBC LEED Accredited Professional

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF SACRAMENTO, GOLDEN ONE CENTER/SACRAMENTO KINGS ARENA: Structural Plan Review Engineer provided review of lateral design of the new downtown Kings arena for the City of Sacramento. The first 40 feet of the structure consists of rigid concrete shear wall with the remaining 62 feet being flexible steel brace frame. RISA 3-D was utilized to review the design modeling approach used for the lateral resisting system and to verify that calculations were correct. Plans were reviewed as they were ready and revised to quickly and efficiently approve documents. The new arena seats approximately 17,500 fans across 628,000 square feet and cost \$477 million to construct.

CALIFORNIA ENERGY COMMISSION/AES, HUNTINGTON BEACH ENERGY PROJECT: Structural Engineer providing structural plan review which includes the provision of Delegate Chief Building Official (DCBO) duties performed on behalf of the California Energy Commission (Energy Commission). Duties include design review, plan check, construction inspection and document control for all applicable engineering disciplines (civil, electrical, structural, fire life safety, mechanical, fire protection, and architectural). In addition, safety, HAZMAT, NPDES and SWPPP monitoring during construction will be provided.



ERIC RODRIGUEZ, PE, SE STRUCTURES

EDUCATION & EXPERIENCE: BS Civil

Engineering

LENGTH OF EMPLOYMENT AT NV5: 8 years

TOTAL RELATED EXPERIENCE: 2 years AREA OF SPECIALIZATION: Structural

Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C59757

Professional Structural Engineer, CA

#S4617

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CYPRESS COLLEGE, HUMANITIES LECTURE HALL: Structural evaluation and analysis of an existing 5,500 square foot one-story concrete building for the purpose of determining obvious seismic deficiencies, preparation of preliminary seismic strengthening details, and development of an opinion of probable construction cost estimate.

LONG BEACH CITY COLLEGE, BUILDING 02: Structural evaluation and analysis of an existing 45,000 square foot two-story concrete tilt-up building for the purpose of determining obvious seismic deficiencies, preparation of preliminary seismic strengthening details, and development of an opinion of probable construction cost estimate.

LONG BEACH CITY COLLEGE, VETERANS MEMORIAL STADIUM: Structural investigation of an existing concrete stadium structure as part of the Division of the State Architect close-out procedures. Our task is to develop a testing and inspection program to confirm that the existing as-built conditions are in compliance with the agency approved structural documents.

JOHNATHAN HURST, CFM, CBO BUILDING CODE

EDUCATION & EXPERIENCE: BS Health Science with an emphasis in Public Health

AS Inspection Technology

LENGTH OF EMPLOYMENT AT NV5: 5 years **TOTAL RELATED EXPERIENCE:** 30 years AREA OF SPECIALIZATION: Fire/Code compliance

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: ICC Certified. #856257: Certified Fire Marshal. Building Plans Examiner, Building Inspector UBC Review. Fire Plans Examiner, Accessibility Inspector/ Plans Examiner, Certified Building Official, Residential Combination Inspector, Fire Inspector II, Building Inspector Building Code Specialist. Fire Code Specialist

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CALIFORNIA ENERGY COMMISSION/AES, HUNTINGTON BEACH ENERGY **PROJECT:** Provides fire safety plan review for this project which includes provision of Delegate Chief Building Official (DCBO) duties performed on behalf of the California Energy Commission (Energy Commission). Provides independent review of the final design and inspections of the construction to verify compliance with applicable engineering laws, ordinances, regulations and standards (LORS), the local building codes, the California Building Code. Duties include design review, plan check, construction inspection and document control for all applicable engineering disciplines (civil, electrical, structural, fire life safety, mechanical, fire protection, and architectural). In addition, safety, HAZMAT, NPDES and SWPPP monitoring during construction will be provided.

CALIFORNIA ENERGY COMMISSION/AES, ALAMITOS ENERGY CENTER: Provides fire safety plan review services for this project which

includes the provision of DCBO duties performed on behalf of the Energy Commission. Provides independent review of the final design and inspections of the construction to verify compliance with applicable engineering laws, ordinances, regulations and standards (LORS), the local building codes, the California Building Code, and the facility design, geology, workers safety, transmission system engineering and other conditions of certification.



NICK MORIARTY BUILDING CODE

EDUCATION & EXPERIENCE: MS Fire

Protection Engineering

BS Mechanical Engineering - Worcester Polytechnic Institute

LENGTH OF EMPLOYMENT AT NV5: 14

years

TOTAL RELATED EXPERIENCE: 17 years **AREA OF SPECIALIZATION:** Fire Protection

Engineering

AFFILIATIONS/HONORS: NA
PROFESSIONAL LICENSES: Fire

Protection Engineering: AZ, CA, CN, MI, CO, CT, FL, GA, IA, ID, IN, KS, LA, MA, MI, MN, NM, NV, NY, OK, RI, TN,

TX, UT, WA

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF LAS VEGAS, DEVELOPMENT SERVICES BUILDING BUREAU OF RECLAMATION, DATE STREET BUILDINGS (LEED GOLD) -BOULDER CITY, NV

ZAPPOS (LEED GOLD) - LAS VEGAS, NV

PRIMM OUTLETS - PRIMM, NV

MANHATTAN WEST CONDOS - LAS VEGAS, NV

MIKE SMYTH, RLA, ASLA LANDSCAPE & IRRIGATION/PARKS

EDUCATION & EXPERIENCE: BS

Landscape Architecture - Washington State University

LENGTH OF EMPLOYMENT AT NV5: 20

years

TOTAL RELATED EXPERIENCE: 33 years **AREA OF SPECIALIZATION:** Landscape,

Irrigation, Park Design

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Registered Landscape Architect, CA#3231, OR#317, WA#1070, AZ#56354

Council of Landscape Architectural Registration Boards (CLARB), National #773

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, LANDSCAPE ARCHITECTURE DESIGN AND CONSTRUCTABILITY REVIEWS: Mike is currently leading a team of Landscape Architects and designers who are providing on-call design aesthetic and constructability reviews of design consultant work product for the master planned community. Mike's team provided the technical expertise needed to ensure compliance with local design standards, as well as the Department of Public Works' Standard and Supplemental Design, Construction Specifications, and Details. On most Task Orders, our Landscape Architects review relevant state and local standards, engage with the client representative, and interact with allied disciplines to determine standards compliance and constructability.

WASHINGTON COUNTY DLUT, WALKER/MURRAY IMPROVEMENTS - WALKER RD AND MURRAY BLVD INTERSECTION: Mike was responsible for overseeing the landscape architecture elements of this roadway modernization project. The landscape improvements include new median and roadside plantings, vegetated corridor (channel) improvements to realigned reaches of N Johnson Creek and Cedar Mill Creek, vegetating stormwater infiltration and water quality swales, vegetating LIDA swales, and preparing vegetated corridor buffers for both creeks for planting restoration work that will be performed by Clean Water Services (CWS). The roadside, stormwater and natural restoration area landscapes were developed collaboratively with County, City and CWS representatives.



JON CHAMPLIN, RLA LANDSCAPE & IRRIGATION/PARKS

EDUCATION & EXPERIENCE: MS Landscape Architecture, Kansas State University

LENGTH OF EMPLOYMENT AT NV5: 3 years **TOTAL RELATED EXPERIENCE:** 11 years **AREA OF SPECIALIZATION:** Landscape, Irrigation, Park Design

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Registered Landscape Architect, OR #0967

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF SACRAMENTO, POWER INN ROAD AND BERRY AVE STREET IMPROVEMENTS: Project Landscape Architect for a 15-acre expansion to the FedEx Distribution Center. Improvements to street frontages included road widening, curbs and sidewalks, street trees and planting design, as well as design for a water-conserving subsurface automatic irrigation system. Street trees were selected and located specifically to not interfere with the high-voltage power lines near the street.

MOUNTAIN HOUSE DEVELOPMENTS, MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT (MHCSD): Landscape Architect providing design plan review for various roadway, residential, and public park improvement projects for the MHCSD. Constructability, cost, continuity with the master plan, and future maintenance efficiencies are of special importance in each project's plan review process.

USMC CAMP PENDLETON DEL MAR OFFICER'S HOUSING: Landscape architecture services included native/xeric planting and low-flow irrigation design for all common areas within the Del Mar community, located near San Clemente, CA. The designed amenities included neighborhood roads, streetscapes and parks, and planting solutions for new officers housing.

ALAN VALLOW, PE ELECTRICAL ENGINEERING DESIGN

EDUCATION & EXPERIENCE: BS, Electrical Engineering, Minor in Economics
MS, Electrical Engineering
MBA, Emphasis in Organizational Behavior

LENGTH OF EMPLOYMENT AT NV5: 3 years TOTAL RELATED EXPERIENCE: 37 years AREA OF SPECIALIZATION: Electrical Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C12618

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CALIFORNIA ENERGY COMMISSION/AES, HUNTINGTON BEACH ENERGY PROJECT: Plan Review Electrical Engineer for this project that includes demolition of the remaining portions of a decommissioned peaker, the removal of a fuel oil tank and additional, auxiliary structures/equipment. NV5 will provide independent review of the final design and inspections of the construction to verify compliance with applicable engineering Laws, Ordinances, Regulations and Standards (LORS), the local building codes, the California Building Code, and the Facility Design, Geology, Workers Safety, Transmission System Engineering and other Conditions of Certification.

CALIFORNIA ENERGY COMMISSION/AES, ALAMITOS ENERGY CENTER: Electrical and Plan Review Engineer for this project that includes the provision of Delegate Chief Building Official(DCBO) duties performed on behalf of the California Energy Commission. The project includes the demo and construction of a 640 MW natural gas- fired combined cycle air cooled electrical generating facility

in Long Beach, CA.



JOHN MOFFATT LIGHTING/SERVICE CONNECTIONS

EDUCATION & EXPERIENCE: BS Electrical Engineering: Circuits and Systems

LENGTH OF EMPLOYMENT AT NV5: 3 years **TOTAL RELATED EXPERIENCE:** 12 years **AREA OF SPECIALIZATION:** Electrical

Engineering

AFFILIATIONS/HONORS: NA PROFESSIONAL LICENSES: NA

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

IMPERIAL IRRIGATION DISTRICT, VARIOUS PROJECTS: Performed transmission planning, operations planning reliability studies, and generator interconnection studies which includes modeling of the generator and finding any transmission violations that may happen due to the interconnection. Primary Subject Matter Expert (SME) for NERC compliance standards and ran compliance studies and assessments to show and demonstrate compliance. Met with generator interconnection customers and wrote study reports. Reviewed and updated generation and transmission system one-line drawings.

UC SAN DIEGO, SOFTWARE DEFINED RADIO/CALIT2: Researched and studied I/Q modulation. Designed RF hardware circuitry that will balance an I/Q signal and local oscillator. Analyzed and troubleshot the noise of giga-hertz frequencies across antennas and any EMC problems.

UC SAN DIEGO, UNDERWATER MODEM PROJECT/CALIT2: Analyzed, debugged, redesigned and tested the analog and digital circuitry for the underwater modem. Designed and built a power conversion supply circuit board and power amplifier from PCB layout for the underwater modem circuitry and signal processor. Created BOM. Studied and found the equivalent circuit of a transducer.

GLENN WILSON, PE NAME CATHODIC PROTECTION



EDUCATION & EXPERIENCE: BS

Corrosion and Civil Engineering, Ocean Engineering with emphasis on corrosion and materials - Florida Atlantic University

LENGTH OF EMPLOYMENT AT V&A: 29 years

TOTAL RELATED EXPERIENCE: 40 years **AREA OF SPECIALIZATION:** Cathodic Protection Engineering Services

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C57739

Registered Corrosion Engineering, CA #CR1076

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

Glenn's experience includes cathodic protection, coatings, and condition assessment engineering for municipal infrastructure. His experience includes the protection of tanks, storage systems, and potable water/wastewater transmission lines for municipal and private owners. Glenn has experience in the evaluation of existing cathodic protection and coating systems, corrosion control, pipeline and tank rehabilitation, and construction inspection. Glenn served as the Principal-in-Charge (PIC) for the MHCSD On-Call Corrosion Engineering Services project and has an understanding of your processes and standards. Representative projects include:

- 1.MHCSD: ON-CALL CORROSION ENGINEERING SERVICES (2015-2020)
- 2.CITY OF SACRAMENTO: ON-CALL CORROSION SPECIALISTS FOR UTILITY INFRASTRUCTURE (ACTIVE)
- 3.ORANGE COUNTY SANITATION DISTRICT: ON-CALL SERVICES CONTRACT (2016)
- 4.SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT: CORROSION ENGINEERING SERVICES (ACTIVE)
- 5.LAWRENCE LIVERMORE NATIONAL LAB: ANNUAL CP SURVEY (2019)



CHELSEA TEALL, PE, CP4 CATHODIC PROTECTION



EDUCATION & EXPERIENCE: B.S., Chemical Engineering & Materials Science & Engineering (Double Major) - University of California, Berkeley

LENGTH OF EMPLOYMENT AT V&A: 7 years TOTAL RELATED EXPERIENCE: 19 years AREA OF SPECIALIZATION: Cathodic Protection Engineering Services

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Metallurgical

Engineer, CA #MT1978

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

Chelsea has 19 years of experience related to design, reliability, product engineering, and research with a focus on corrosion, failure analysis, and testing. She successfully manages simultaneous projects, keeping them on time and on budget by efficiently allocating resources. Chelsea also designs cathodic protection systems for water and wastewater pipelines, storage facilities, and plants. Chelsea served as the Project Manager for the MHCSD District On-Call Corrosion Engineering Services project. Representative projects include:

- 1.MHCSD: ON-CALL CORROSION ENGINEERING SERVICES (2015-2020)
- 2.CITY OF SACRAMENTO: ON-CALL CORROSION SPECIALISTS FOR UTILITY INFRASTRUCTURE (ACTIVE)
- 3.SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT: CATHODIC PROTECTION SURVEY AND ANALYSIS (ACTIVE)
- 4.RODEO SANITARY DISTRICT: OUTFALL PIPELINE CP SYSTEM EVALUATION (2005, 2011, 2017, ACTIVE)

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

5.SACRAMENTO COUNTY WATER AGENCY: WATER SUPPLY PIPELINE EXPANSION CORROSION CONTROL DESIGN (ACTIVE)



JOHN ROWLAND, PE, TE TRAFFIC ENGINEERING, TRANSPORTATION PLANNING, SIGNALS

EDUCATION & EXPERIENCE: B.S. Civil Engineering - California State University, Fresno

LENGTH OF EMPLOYMENT AT PETERS: 30 years

TOTAL RELATED EXPERIENCE: 30 years **AREA OF SPECIALIZATION:** Traffic Signal Design, Traffic Analysis, Traffic Impact Studies

AFFILIATIONS/HONORS: American Society of Civil Engineers, Institute of Transportation Engineers, Tay Beta Pi Engineering Honor Society

PROFESSIONAL LICENSES: Professional Engineer, CA #C52753

Professional Traffic Engineer, CA, #TR2484

civil and traffic engineering. As the senior traffic engineer for Peters Engineering Group, Mr. Rowland is experienced in traffic engineering design, including traffic signals, pavement delineation, signage, and stage construction/traffic handling. Mr. Rowland has been responsible for the design of new traffic signals and modifications of existing traffic signals at hundreds of intersections. Mr. Rowland has performed several hundred traffic impact studies throughout California for an array of projects. With many years of experience on such diverse projects, Mr. Rowland understands the intricacies of traffic analysis, including travel demand forecasting, mitigating impacts, performing feasibility

Mr. Rowland has over 29 years of experience in the fields of

1.TRAFFIC STUDY AND SIGNAL PLAN REVIEW SERVICES FOR MADERA COUNTY

studies to improve traffic conditions, and analyzing the most

- 2.TRAFFIC STUDY AND SIGNAL PLAN REVIEW SERVICES FOR CITY OF TULARE
- 3.TRAFFIC STUDY REVIEW SERVICES FOR CITY OF REEDLEY

effective traffic control measures.

- 4.TEICHERT QUARRY TRAFFIC IMPACT STUDY, SACRAMENTO COUNTY
- 5.LOS BANOS WALMART EXPANSION TRAFFIC IMPACT STUDY AND TRAFFIC SIGNAL DESIGNS, LOS BANOS, CALIFORNIA





DAN YAU, PE, TE, PTOE TRAFFIC ENGINEERING, TRANSPORTATION PLANNING, SIGNALS

EDUCATION & EXPERIENCE: MS

Transportation Engineer - University of California, Berkeley

BS Civil Engineering - California State University, Fresno

LENGTH OF EMPLOYMENT AT Y&C: 24 years

TOTAL RELATED EXPERIENCE: 37 years **AREA OF SPECIALIZATION:** Traffic & Electrical Engineering

AFFILIATIONS/HONORS: NA

PROFESSIONAL LICENSES: Professional

Engineer, CA #C44611

Professional Traffic Engineer, CA #TR1471

Certified Professional Traffic Operations Engineer, #211

MUNICIPAL OR LOCAL PUBLIC SECTOR EXPERIENCE

CITY OF RANCHO CORDOVA, FOLSOM BOULEVARD SAFETY ENHANCEMENT AND BEAUTIFICATION PROJECT: Prepared PS&E for 20 traffic signals and decorative street lights on Folsom Boulevard as part of this 5-phase project of 4.3 miles. This project received an award from American Public Works Association Sacramento Chapter.

CITY OF SACRAMENTO, NATOMAS FIELD DEVELOPMENT: Prepared PS&E for traffic signals, street lights, decorative pedestrian lights, signing and striping for Arena Boulevard and East Commerce Way as part of the off-site improvements.

CITY OF BRENTWOOD, BARRINGTON PROPERTY (SUBDIVISION 8548) MASTER ROADWAYS: Prepared PS&E for traffic signals at the Sand Creek Road/Brentwood Blvd and Sand Creek Road/Garin Pkwy intersections as well as the flashing beacons at the San Creek Road Fire Station Driveway.

CITY OF BRENTWOOD, LONE TREE WAY WIDENING (SUBDIVISION 9387 OFF-SITE IMPROVEMENTS): Prepared PS&E for traffic signal modification at the Lone Tree Way/O'Hara Avenue intersection.

E. Schedule of Fees







NV5, Inc.

Mountain House 2022 Charge Rates Schedule

OFFICE:		
Technical Services		
Project Assistant	\$100.00/hour	
Junior Engineer / Planner	\$125.00/hour	
Assistant Engineer / Planner	\$150.00/hour	
Associate Engineer / Planner	\$180.00/hour	
Senior Engineer / Planner	\$190.00/hour	
Professional		
Engineering / Planning Manager		
Senior Structural Engineer		
Structural Engineer	\$190.00/hour	
Traffic Engineer	\$185.00/hour	
Architect	\$175.00/hour	
Electrical Engineer	\$180.00/hour	
Fire Protection Engineer	\$180.00/hour	
Senior Project Engineer (Cathodic Protection)	\$223.00/hour	
Project Engineer (Cathodic Protection)	\$200.00/hour	
EXPENSES:		
Plotting and In-house Reproduction		
Subsistence		
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts1.0 x Cost		
Mileage – Up to 60 Miles Each WayPer a	ccepted IRS rate	







Delivering Solutions Improving Lives

EXHIBIT B INSURANCE REQUIREMENTS

a) Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

TYPE OF INSURANCE

MINIMUM LIMITS

Commercial General Liability

Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability

\$1,000,000 per occurrence; **Bodily Injury and Property Damage**

\$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis

Commercial or Business Automobile \$1,000,000 per occurrence; Liability

All owned vehicles, vehicles. borrowed non-owned, and permissive uses. Automobile Personal Liability is acceptable for individual contractors with no transportation or hauling related activities

Any Auto; Bodily Injury and Property Damage. hired or leased Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Workers' Compensation (WC) **Employers Liability (EL)**

Required for all contractors with employees

and WC: Statutory Limits

EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. insurer shall waive all rights of subrogation against MHCSD and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement

Professional Liability/Errors **Omissions**

Includes endorsements of contractual liability

& \$1,000,000 per occurrence

\$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

- Additional requirements. Each of the following shall be included in the insurance coverage or b) added as a certified endorsement to the policy:
 - i) All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement,

- with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement
- All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Mountain House Community Services District, its Board of Directors, and all MHCSD officers, agents, employees, volunteers and representatives.
- iii) For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects MHCSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MHCSD, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to MHCSD.
- v) Certificates of Insurance: Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MHCSD, evidencing that all required insurance coverage is in effect. MHCSD reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.
- vi) Subcontractors: Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- vii) <u>Claims-made limitations.</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - 1) The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3) If coverage is canceled or not renewed and it is not replaced with another claimsmade policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.
 - 4) A copy of the claim reporting requirements must be submitted to MHCSD for review prior to the commencement of any work under this Agreement.

c) <u>All Policies Requirements</u>.

- i) Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to MHCSD. Acceptance of Consultant's insurance by MHCSD shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.
- ii) <u>Deductibles and Self-Insured Retentions.</u> Consultant shall disclose to and obtain the written approval of MHCSD for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of MHCSD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MHCSD, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to MHCSD guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- iii) <u>Wasting Policies.</u> No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- iv) Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.
- d) Remedies. In addition to any other remedies MHCSD may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, MHCSD may, at its sole option exercise any of the following remedies, which are alternatives to other remedies MHCSD may have and are not the exclusive remedy for Consultant's breach:
 - i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii) Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
 - iii) Terminate this Agreement.

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