AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CSG Consultants, Inc.

THIS AGREEMENT made and entered into at Menlo Park, California, this 30th day of August, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and CSG Consultants, Inc. hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: On-Call Inspection & Management Services

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed project budgeted amount as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Nourdin Khayata
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
650-333-0831
nourdin@csgengr.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker’s Compensation and Employer’s Liability Insurance:

   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:

   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:

   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker’s Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES
Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS
Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT
Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK
Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT
A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of August 30, 2017 through August 30, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Signature

CYRUS KIANPOUR, PE, PLS

Name

91-2053749

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

9/19/17

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

City Manager

Date

9/20/17

ATTEST:

City Clerk, City of Menlo Park

Date

9/21/17
EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
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<th><strong>A5. BILLINGS</strong></th>
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<td>FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.</td>
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<td>The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.</td>
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STATEMENT OF QUALIFICATIONS TO THE

City of Menlo Park

FOR

On-Call Construction Inspection and Management Services

PREPARED BY

CSG Consultants, Inc.

June 15, 2017
This proposal is printed double-sided on 50% post-consumer content recycled paper to minimize paper consumption.

CSG Consultants, Inc. is a Certified Green Business through the Bay Area Green Business Program. With this certification, CSG is recognized as an environmental leader—meeting higher standards of environmental performance in conserving natural resources, reducing waste, preventing pollution, and using energy and water efficiently.
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Letter of Interest

Firm Organization

Personnel

Experience

Hourly Rate Schedule
Letter of Interest

June 15, 2017

Michael Zimmermann
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Re: Request for Qualifications for On-call Construction Inspection and Management Services

CSG Consultants, Inc. (CSG) is pleased to present this statement of qualifications to provide construction inspection and management services to the City of Menlo Park (City) for the on-call consulting services. We have reviewed the Request for Qualifications and understand that the City is seeking on-call construction inspectors and management services on multiple projects over the next three years, with a potential to extend the agreement for up to two additional years.

CSG is a construction management and civil engineering consulting firm with multiple offices throughout California. For over 26 years, CSG has been providing a host of professional municipal services to the public sector with a range of on-call services/personnel including full construction management teams, resident engineers, assistant resident engineers, office engineers, and construction inspectors based upon the need and particular scope of the project.

CSG offers an experienced group of construction management/inspection resources with expertise in a range of public works projects including roadway rehabilitation and improvements, utilities (sewer, water, drainage and electrical), bike trails, highway and freeway interchanges, parks, facilities, landscape and streetscapes. Our staff is trained and familiar with the latest RWQCB Storm Water Pollution Permit requirements. We have worked on many federally and state funded projects and are thoroughly familiar with the Local Assistant Procedure Manual. We have also provided inspection and project management services on multiple development projects. A number of our personnel have worked directly for public agencies and bring first-hand knowledge of jurisdictional needs and concerns. Examples of projects that we have previously performed included:

- 2015, 2017 Town of Hillsborough Resurfacing Street Project
- 2016, 2017 City of Concord Resurfacing Street Project
- 2014, 2015 City of Marina Resurfacing Street Project
- 2016, 2017 City of Santa Clara Resurfacing Street Project
- 2016 City of Hayward Street Resurfacing Project
- Town of Hillsborough Crystal Springs – El Cerrito Phase II Sewer Improvement Project
- City of Redwood City Recycle Water Project
- City of Foster City Water Main Upsizing Tidelands Park Project
- City of Foster City Mariners Island Upsizing Project Phase B
- City of Concord Willow Pass Park Restroom Improvements
- City of Concord Meadow Homes Park Playground Installation
- City of Sunnyvale Modular Building Demolition and Replacement
# STAFF AVAILABILITY

The following is a summary of CSG’s proposed personnel’s availability for this on-call construction inspection and management services.

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<td>Nourdin Khayata, PE</td>
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<td>Lynette Kong, PE</td>
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<td>Ramon Bernardo</td>
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<td>Saeid Mostafavi</td>
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<td>Curtis Brian</td>
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<td>Mohamad Zoobi</td>
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<td>Bassam Badr</td>
<td>Assistant Resident Engineer</td>
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<td>Joshua Schuett, EIT</td>
<td>Construction Inspector</td>
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I will serve as the Contract Manager and will provide quality control and quality assurance services for this contract. The following is my contact information:

**Nourdin Khayata, PE** | **Vice President, Construction Management**
phone (650) 333-0831 | nourdin@csgengr.com

As a Vice President and a Partner, I am empowered to enter into a binding contract for these services. CSG looks forward to the next step in your selection process. If you have any questions, please contact me at the information provided above.

Sincerely,

Nourdin Khayata, PE
Vice President, CSG Consultants, Inc.

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550 Pilgrim Drive, Foster City, CA 94404
650.522.2500 | 650.522.2599 | www.csgengr.com
Firm Organization

CSG Consultants, Inc. (CSG) is a California company with our corporate office located in Foster City. Additional support is available from our other offices in Pleasanton, San Jose, Sacramento, Orange, and Newman.

The majority of the 270+ individuals within our firm have provided public agency services throughout their careers. Our talented personnel bring a wealth of ideas and experiences having provided similar services with agencies dealing with the same challenges as the City of Menlo Park.

FIRM SUMMARY

NAME OF FIRM: CSG Consultants, Inc.
POINT OF CONTACT: Nourdin Khayata, PE | Vice President
CORPORATE OFFICE: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 phone, (650) 522-2599 fax
www.csgengr.com | info@csgengr.com
REGIONAL OFFICES: 6200 Stoneridge Mall Road, Suite 300, Pleasanton, CA 94588
3150 Almaden Expressway #255, San Jose, CA 95118
1022 G Street, Sacramento, CA 95814
930 Fresno Street, Newman, CA 95360
3707 W. Garden Grove Boulevard, Orange, CA 92868
YEARS IN BUSINESS: 26 • Founded in 1991
NUMBER OF EMPLOYEES: 270+
TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

STAFF COMPOSITION

Our professional municipal services staff consists of:

- Civil Engineers
- Plan and Map Review Engineers
- Licensed Land Surveyors
- Qualified Stormwater Developers / Practitioners
- Program & Project Managers
- Planning Professionals
- Transportation Engineers
- CASp Professionals
- Structural Engineers
- Building Inspectors
- Building Plan Reviewers
- Fire Plan Reviewers & Inspectors
Our professional municipal services staff consists of:

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| Building     | Building Inspector       | 45|            |
|              | Building Official        | 10|            |
|              | Code Enforcement Officer | 12|            |
|              | Permit Technician        | 28|            |
|              | Plan Check Engineer      | 14|            |
|              | Plan Reviewer            | 25|            |
|              | Structural Engineer      | 2 |            |

| Sustainability | Senior Analyst           | 2 | 4         |
|               | Enviro Program Specialist| 1 |          |
|               | Sustainability Prog. Manager | 1 |          |

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| Planning     | Associate Planner         | 4 | 9          |
|              | Principal Planner         | 5 |            |

| Fire/Life Safety | Fire Inspector | 3 | 19        |
|                  | Fire Plan Reviewer    | 3 |          |
|                  | Fire Prevention Specialist | 12|        |
|                  | Fire Protection Engineer | 1 |          |

**Total Staff**: 273
ORGANIZATIONAL CHART
Below is CSG's proposed organizational structure for the City's review. Resumes of proposed staff are provided on the following pages.

CITY OF MENLO PARK

CONTRACT MANAGER
Nourdin Khayata, PE
Vice President, Construction Management

CONSTRUCTION INSPECTORS
Saeid Mostafavi
Joseluis Gonzales
Ramon Bernardo
Gaetano Cosentino
Curtis Brian
Mohamad Zoobi

RESIDENT ENGINEERS
Nourdin Khayata, PE*
Lynette Rotairo Kong, PE, QSD/P
Merrill Buck, PE
Dave Bishop, PE
Daniel Gonzales, PE

ASST. RESIDENT ENGINEERS
Mojtaba Nahrvar, EIT
Bassam Badr
Mahan Bozorginia, EIT
Peiman Moghadam
Erik Nava
Joshua Schuett, EIT
STAFF QUALIFICATIONS

The following is a summary of a few of CSG’s proposed resumes.

Nourdin Khayata, PE, will serve as the Principal in Charge and as the Contract Manager for this contract. He brings over 26 years of municipal and construction management experience, and has served as the coordinator on multiple on-call contracts. Mr. Khayata will also serve as a resident engineer on some projects. He is a detailed and thorough manager with great communication skills. He is familiar with the LAPM as many of his projects were federally-funded. Mr. Khayata also brings municipal engineering experience having served as a part-time contract City Engineer for the City of Marina.

Merrill Buck, PE has over 25 years of civil engineering experience. Mr. Buck has served as the Deputy Public Works Director/City Engineer for the City of San Bruno. He’s knowledgeable in managing a project throughout all phases from inception to construction.

Lynette Rotario Kong, PE, QSD/P, Resident Engineer, has over 12 years of varying construction management experience. Ms. Rotario’s construction management role includes reviewing and overseeing construction specifications and drawings, reviewing, processing, and tracking construction submittals, and tracking and estimating payments. She is also knowledgeable in monitoring labor compliance, drafting contract change orders; performing construction inspections; writing construction activity and SWPPP reports; coordinating project deadlines and schedules, and has performed other Resident Engineer duties. Her experience includes managing multiple public works projects in the Cities of Morgan Hill, Sunnyvale, Los Altos Hills, and Redwood City. She has worked on Caltrans oversight projects and is very familiar with the Local Assistance Procedure Manual. Ms. Kong has recently served as the Resident Engineer for a water main improvement for the City of Morgan Hill. She is currently providing construction management services to the City of Sunnyvale.

Dave Bishop, PE, will serve as Resident Engineer for this contract. Mr. Bishop has served as construction manager for multiple projects in the Town of Colma, including the Hillside Boulevard Improvement Project which included roadway improvements, traffic signal modifications, and pedestrian improvements. He also managed the Mission Road Improvements project which included resurfacing and striping.

Saeid Mostafavi will serve as the primary construction inspector for this contract. Mr. Mostafavi’s experience encompasses over 26 years of various public works construction efforts including sewer, storm and utility improvements, roadway rehabilitation, underground water, traffic improvements and SWPPP compliance. He is familiar with standards and best practices established by Caltrans in the Standard Plans and Specifications, as well as “Greenbook” Standards for Public Works Inspection and various other applicable standards for public works construction. Mr. Mostafavi has been trained in National Pollutant Discharge Elimination System (NPDES) compliance issues and is very knowledgeable in applying those mandates in his assessment of construction sites. He is also experienced in MTC’s Pavement Management Program and can perform PCI Distress Identification Inspections.

Mr. Mostafavi has provided inspection of sewer and street improvement projects throughout the Bay Area, including the Town of Hillsborough, City of Foster City, City of Redwood City, City of East Palo Alto, and Town of Los Altos Hills. He has recently inspection the Ralston-Pepper water main and sewer main upgrade for the Town of Hillsborough.

Joseluis Gonzales will serve as a construction Inspector for this contract. Mr. Gonzales has over 34 years of construction experience. Prior to joining CSG Mr. Gonzales worked for the City of Oakland as a construction inspector for over 30 years. Recently, Mr. Gonzales provided inspection services to the City
of Daly City for a multi-street resurfacing project, the City of Half Moon Bay for a street reconstruction project, and the Town of Hillsborough for the 2015 pavement rehabilitation project.

**Ramon Bernardo**, Construction Inspector, has over 20 years of experience. His experience includes roadway rehabilitation, bike trails, sewer and water, drainage, electrical signal and lighting. Mr. Bernardo recently provided construction inspection services to Caltrans District 1 for various paving and rehabilitation projects.

**Bassam Badr** has over 28 years of construction management and civil engineering experience serving the California Department of Transportation. He has most recently served as a Resident Engineer for various maintenance and rehabilitation projects for the highway transportation system within the Counties of San Francisco and San Mateo. His experience includes underground utilities, drainage systems, pavement, interchanges, and highways.

**Gaetano Cosentino**, Construction Inspector, has over 25 years of experience as a superintendent and inspector for a wide range of public works projects including resurfacing, bike trails, sidewalks, ADA ramps, curb, and gutter, water, street lights and subdivision infrastructure inspection. For the past two years, Mr. Cosentino has been serving as a public works inspector in an on-call capacity for the City of Vallejo. He has recently completed inspection of the Waterstone Subdivision which included the inspection of grading, storm water, utilities, as well as monitoring Best Management Practices (BMP’s) and logging MS-4’s.

**Curtis Brian** holds over 16 years of experience in the construction industry. This experience includes performing inspection of all facets of public works and development projects. He is currently working with the City of Dublin on the City's CIP and development projects. His projects with the City involve multiple sewer line installations utilizing several installation methods.

**RESUMES**

Resumes of key staff are provided on the following pages for the City’s review. Additional resumes may be provided upon request.
Mr. Khayata has over 25 years of experience in project management, civil & municipal engineering, and construction management. He has served as a resident engineer on many transportation, public works, development, and infrastructure projects throughout California. He managed projects from inception through close out including administrating federally funded projects. Mr. Khayata worked for Caltrans before joining the private sector. His background experience includes earthwork, asphalt concrete pavement, PCC pavement, traffic signalization, concrete barriers, soundwalls, drainage, box culverts, erosion control, and traffic control. Mr. Khayata is proficient in interpretation of contract documents, writing, and negotiating contract change orders, reviewing and approving contract’s submittals, and supervision of field inspectors. Mr. Khayata manages the construction management division for CSG Consultants.

Mr. Khayata’s municipal experience includes serving as the City Engineer for the City of Marina for the last 8 years. He is responsible for the overall coordination and direction of the public works processes and the day to day management of the municipal engineering division. His duties include managing and implementing the capital improvement program (CIP), managing design and construction projects and overseeing development projects. Mr. Khayata exemplifies strong leadership and management skills. He is strategic, politically astute and has a good understanding of the big picture and vision outlined by the City Council. He is interpersonal and possesses good communication, presentation, and writing skills. Mr. Khayata has earned the respect and trust of City staff, City manager, Council and the businesses & residents by delivering projects that meet the needs of the broader Community.

RELEVANT EXPERIENCE

City Engineer | City of Marina, CA
Since 2006, Mr. Khayata has been providing staff augmentation services in the capacity of a City Engineer. He is responsible for the overall coordination and direction of the public works processes and the day to day management of the municipal engineering division. He manages a capital improvement program budget of $300 million and development budget of over $700 Million.

Blossom Hill Rd. Improvements | Town of Los Gatos, CA
Mr. Khayata was the resident engineer for this state funded project performed under a Safe route to School program. The work involved road widening, resurfacing, overlay, new parking area, storm drain, utility relocation, new C/G, sidewalk, curb ramps & driveways, bike lanes, striping, signing, street lights and lighted crosswalks.

Highway 101/Tennant Avenue Interchange | City of Morgan Hill, CA
Mr. Khayata was the resident engineer for this project to widen the existing Tennant Avenue overcrossing at Highway 101 to four lanes and improve the traffic flow through the interchange. Work included the construction of a new bridge structure, northbound 101 on-ramp loop for eastbound Tennant traffic, high occupancy vehicle (HOV) bypass lane, ramp-metering infrastructure, joint trench installation for the underground conversion of electrical and communications utilities, asphalt concrete pavement, traffic signal modifications, safety and street lighting, drainage and erosion control improvements, 12” main water line installation, concrete structures and flatwork (i.e. sidewalk, driveways, access ramps), signage, landscaping restoration, and pavement.
David Bishop PE
Resident Engineer

Mr. Bishop is a licensed Professional Civil Engineer and Principal Engineer for CSG Consultants, Inc. With his experience as an Assistant City Engineer, project manager, CIP Manager, and resident engineer, in various cities throughout San Mateo County, he has the extensive experience necessary to successfully design, manage, and achieve compliance with contract plans and specifications.

RELEVANT EXPERIENCE

During the last three years Mr. Bishop has been managing a variety of projects in San Mateo County. Most recently he has managed several projects in the City of San Mateo and the Town of Colma. Prior to this time, Mr. Bishop has been working in the Town of Hillsborough as the Assistant City Engineer. He has played a key role in identifying, scoping, planning, budgeting, and managing numerous capital improvements for Sewer, Water, Storm Drain, Street, and Public Facility projects over the past ten years. His CIP management experience has allowed for successful completion of over 50 projects totaling more than 30 million dollars while in Hillsborough. His experience with capital improvements has allowed him to assist Public Works divisions to identify and remedy several emergency projects and regulatory compliance efforts including sewer overflows, water main breaks, and storm drain flooding. While in Hillsborough, Mr. Bishop played a primary role in sewer collection system compliance efforts, by managing the development of a 20-year sewer master plan and developing a 5-Year CIP program totaling over $41 million dollars. He is familiar with the area and has managed several projects in conjunction with and adjacent to the City of Burlingame in the past. Mr. Bishop has experience utilizing many replacement and rehabilitation techniques to maximize I & I reduction including: open trench, pipe bursting, slip lining, pipe reaming, and CIPP lining. He has played a key role in coordinating and reporting to the SWRCB and Bay keeper with respect to compliance efforts related to Sanitary Sewer Overflows.

Manhole Replacement – DAPS Influent Line | San Mateo, CA
This project consisted of replacing several severely corroded manholes (>20’ deep) that had lost structural integrity. Mr. Bishop scoped, designed, and managed the project for the City of San Mateo. As the designer and project manager he was able to save the City significant money by providing innovative solutions to the manhole replacement project. In lieu of replacing the structures by traditional means he designed the project to allow contractors to bid on installation of polymer-manhole inserts systems. This saved the City approximately 60% in overall cost and reduced the time of installation in half.

Delaware Trunk Sewer Rehab | San Mateo, CA
This project consisted replacement and rehabilitation of approximately 3,300 linear feet (lf) of gravity sewer including the two siphons. Due to significant corrosion and deterioration in portions of the existing 24 and 33-inch RCP trunk sewer pipes a complete assessment of the pipe condition had to be completed prior to releasing an RFP for design. As the project manager he managed the cleaning and CCTV inspection of multiple segments of the Trunk Sewer and two double-barrel siphons at local creek crossings. Mr. Bishop also designed a spot repair bid document to repair a section of pipe with severe erosion that had caused undermining of the existing roadway.
Ms. Rotairo has ten years of civil engineering and construction management experience. She has served as a Resident Engineer, Assistant Resident Engineer, or Office Engineer on multiple construction projects. Ms. Rotairo’s construction management role includes reviewing and overseeing construction specifications and drawings, reviewing, processing, and tracking construction submittals, and tracking and estimating payments. She is also knowledgeable in monitoring labor compliance, drafting contract change orders; performing construction inspections; writing construction activity and SWPPP reports; coordinating project deadlines and schedules, and has performed other Resident Engineer duties.

**RELEVANT EXPERIENCE**

**Crystal Springs / El Cerrito Phase II Trunk Sewer Improvements | Town of Hillsborough, CA**

Ms. Kong was the Assistant Resident Engineer/Office Engineer for this ongoing sewer improvement project. Work consisted of the installation of over two miles of new 26"-28" fusible high density polyethylene (HDPE) gravity sewer main, by open trench construction, to replace the existing, undersized vitrified clay pipe (VCP) along El Cerrito Avenue and Crystal Springs Road. The project included the installation of over 60 new sewer manholes, 75 service lateral re-connections, system bypassing through portions of the existing pipeline, and four drilled concrete stitch pier walls to stabilize the adjacent San Mateo Creek embankment and support the utility work.

**Phase I, Distribution System Bid Packages #1-4 | City of Redwood City, CA**

Installation of approximately 46,800 LF of recycled water PVC pressure pipe, ranging from 4" to 30" in diameter. Installation included new ductile iron fittings & joint restraints, backflow prevention, butterfly and gate valves, fire hydrants, blow-offs, air valves, recycled water services, wax tape and galvanic zinc anode cathodic protection, 20' deep bored and jack operation, and connection to existing lines. Project required coordination with the City's program management team, Caltrans, the City of Belmont, and the City of San Carlos.

**Phase I, Distribution System Bid Package #9 | City of Redwood City, CA**

Installation of approximately 2,300 LF of recycled water double containment HDPE pressure pipe and 3,250 LF of recycled water PVC pressure pipe, ranging from 8" to 20" in diameter within an office park easement. Installation was over an existing landfill cap and included HDPE fusions, new leak detection structures, ductile iron fittings & joint restraints, butterfly and gate valves, blow-offs, air valves, recycled water services, wax tape and galvanic zinc anode cathodic protection, connections to existing lines, and a slurry seal.
Daniel Gonzales PE
Construction Manager

Mr. Gonzales has extensive experience providing municipal services by working directly for agencies performing staff augmentation and municipal engineering, including oversight of staff, project management, construction management and design management. His duties include working closely with the Public Works Director/City Engineer to implement department priorities, managing the daily activities of engineering staff, preparing recommendations to City Council, representing the department to City Council and the general public, overseeing the development of water, sewer and storm water master plan documents, prioritizing, preparing and managing engineering and capital improvement projects and programs, assisting engineering staff with land development activities, preparing and reviewing project budgets, contracts, reports and related engineering documents, performing plan checking, permit issuance, design and construction management, dealing effectively with representatives from public agencies and with the general public to coordinate activities and resolve problems. Some of his essential duties and responsibilities include:

- Management and oversight of the daily activities of engineering staff.
- Preparation of CIP budget documents to match the long term goals and objectives of the Public Works Department.
- Oversee the development of 30-Year Master Plan documents, including capital improvement project prioritization.
- Preparing Request for Proposals for various design, environmental or construction services; reviewing and rating individual proposals and providing recommendations to the Public Works Director; administer and oversee consultant contracts, including review and approval of all progress payments.
- Coordinating, preparing and overseeing the design of engineering plans and specifications for the construction of roadways, storm drains, sanitary sewers, water projects, retaining walls and other improvements, including review of engineering plans, specifications, and related engineering documents.
- Assisting with the planning, organizing and evaluation of operations programs and services.
- Providing project management and construction management of municipal public work projects.
- Providing oversight and assisting with the development of environmental clearance documents, including coordinating circulation and review, hosting public hearings, comment response, the establishment of mitigation measures and the integration of these measures into the project documents.
- Providing oversight of the NPDES Program for various municipalities. Work includes overseeing the preparation of the MRP Annual Report, work with consultant to prepare Storm Drainage Criteria for new development compliance, and C.3 Regulated Project Checklist, perform C.6 inspections to ensure monitoring and enforcement of the Clean Water Act.
- Coordinating with the State Water Resources Control Board – Division of Drinking Water for development of potable water projects, including water tank replacement projects, water tank coating and retrofit projects, pump station projects, and water pipeline replacement projects.
- Preparing Clean Water and Drinking Water State Revolving Fund applications for grant loan funding.
Mojtaba Nahrvar EIT
Assistant Resident Engineer

Mr. Nahrvar has worked in the construction industry as a project engineer on infrastructures and office buildings for over 5 years. He has mostly been involved in analysis and design of cold formed steel structures. Mr. Nahrvar’s diverse background includes construction management of hydraulic structures such as canals, reservoirs, water towers, and their piping systems in addition to low-rise residential buildings and mid-rise office buildings.

In addition to his construction and structural engineering skills, Mr. Nahrvar has developed excellent communication and coordination expertise as a result of working in numerous companies in two different countries as project engineer and structural design engineer. He provides clients with knowledge and familiarity with engineering software which includes AutoCAD, SAP/ETABS/SAFE, Ruaumoko 2D and Perform 2D and 3D, LG Beamer, CFS, EPANET, and Enercalc.

RELEVANT EXPERIENCE

Crystal Springs Sewer Rehabilitation | Town of Hillsborough, CA
As the Assistant Resident Engineer and Inspector for this project, Mr. Nahrvar provided field inspection, reviewed submittals, and reviewed and responded to RFI’s. The project involved the installation of over two miles of new 26”-28” fusible high density polyethylene (HDPE) gravity sewer main to replace existing undersized vitrified clay pipe (VCP).

Mariners Island Upsizing Project Phase B | City of Foster City, CA
Mr. Nahrvar provided construction inspection for this water main upsizing project. Services performed included daily inspection of construction site, recorded daily activity and work progress, and assisted in submittal reviews.

Utility Inspection | City of Foster City, CA
Mr. Nahrvar provided inspection for various developments throughout the City. Mr. Nahrvar inspected grading and drainage improvements, as well as

- Foster Square
- Gilead Sciences Campus
- The Triton
- TownePlace Suites
- Lincoln Centre Life Sciences Research Campus

Structural Engineering | Rutherford + Chekene Consulting Engineers
CEMCO Steel
Mr. Nahrvar’s duties included updating Building System Group department with a better way of analysis and design of cold formed steel, introducing new software and creating spreadsheets for these purposes.

- Review drawings to make sure they are in accordance with project specifications
- Coordination of design work with in-house staff as well as other design professionals
- Being in constant communication with the clients to make sure they are being provided with the best service
- Visiting construction sites to make sure everything is according to specifications and answering the questions.
Mr. Mostafavi’s experience includes exposure to over 26 years of various public works construction efforts including roadway rehabilitation, underground water, sewer, storm and utility improvements, traffic improvements and SWPPP compliance. He is familiar with standards and best practices established by Caltrans in the Standard Plans and Specifications, as well as “Greenbook” Standards for Public Works Inspection and various other applicable standards for public works construction. Mr. Mostafavi has been trained in National Pollutant Discharge Elimination System (NPDES) compliance issues and is very knowledgeable in applying those mandates in his assessment of construction sites. He is also experienced in MTC’s Pavement Management Program and can perform PCI Distress Identification Inspections.

Mr. Mostafavi has worked as project inspector for a number of cities in Northern California including Colma, Redwood City, Hillsborough, East Palo Alto, San Bruno, and South San Francisco.

**RELEVANT EXPERIENCE**

**Crystal Springs - El Cerrito Phase II Sewer Improvement | Town of Hillsborough, CA**
Mr. Mostafavi served as the lead construction inspector for the installation of over two miles of 26”-28” fusible high density polyethylene (HDPE) gravity sewer main to replace the existing pipe. The project included the installation of over 60 new sewer manholes, 75 service lateral re-connections, system bypassing through portions of the existing pipeline, and four drilled concrete stitch pier walls to stabilize the adjacent San Mateo Creek embankment and support the utility work.

**Redwood City Recycle Water Project | City of Redwood City, CA**
As construction inspector, Mr. Mostafavi oversaw the installation of 2,300 feet of recycled water double containment HDPE pipe and 3,250 feet of recycled water PVC pipe, ranging from 8” to 20” in diameter. The project included HDPE fusions, new leak detection structures, ductile iron fitting and joint restraints, butterfly and gate valves, blow-offs, air valves, recycled water services, wax tape and galvanic zinc anode cathodic protection, connections to existing lines, and a slurry seal. He was responsible for daily inspection, SWPPP, and project coordination with utility agencies.

**Water Main Upgrade | Town of Hillsborough, CA**

**Water Main Upgrade Project | City of East Palo Alto, CA**

**PG&E’s 230kV Transmission Main | City of San Bruno, CA**

**Magdalena Sewer Extension Project | Town of Los Altos Hills, CA**

**Serramonte Blvd. / Hillside Blvd. Pavement Repair | Town of Colma, CA**

**Pavement Condition Survey | City of Monte Sereno, CA**

**Pavement Condition Survey | City of Pacifica, CA**
Mr. Badr has over 29 years of construction management and municipal and civil engineering experience. Prior to joining CSG, he spent 28 years serving the California Department of Transportation. He has served as a Resident Engineer for various maintenance and rehabilitation projects for the highway transportation system within the Counties of San Francisco and San Mateo. His project experience includes underground utilities; drainage systems; pavement rehabilitation; and street, interchange and highway improvements. Specific duties have included:

- Maintaining and updating engineering and traffic/transportation files
- Responding to project stakeholders regarding various information requests including base maps, benchmarks and encroachment permits; and addressing citizen inquiries and complaints relating to the agency infrastructure
- Coordinating material testing and analysis
- Reviewing and interpreting plans, specifications and encroachment permits; processing encroachment permits involving plan review to ensure compliance with codes and regulations
- Maintaining daily diary of projects and recommending payment approvals for contractors.

RELEVANT EXPERIENCE

Measure Q Pavement Rehabilitation Project | City of Concord, CA

Mr. Badr served as a construction inspector and an office engineer for the City’s pavement rehabilitation program. His duties include field inspection, writing daily reports, taking construction photos, public relations and interaction with residents, measuring quantities, verifying that material used in the field such as concrete and asphalt/concrete meet the approved mix designs, and ensuring that traffic control adheres to the approved plans.

Mr. Badr also issued weekly statements of working days, coordinates the construction schedule with stakeholders, keeps project files and logs up-to-date, and drafts change orders for the Resident Engineer’s approval.

Resident Engineer / Assistant Resident Engineer | Roadway Improvements, Caltrans District 4

Mr. Badr served as a Resident Engineer and Assistant Resident Engineer for projects throughout Caltrans District 4. His duties included reviewing contractor submittals, monitoring construction budget, preparing weekly progress reports, reviewing claims, and managing change orders. Notable projects include:

- Pavement concrete slab replacement for four lanes, 8 miles length, on Rte 280 in San Francisco County.
- Construction of maintenance vehicle pullout on various locations for the existing highway facilities.
- Installation of metal beam guardrails throughout the highway systems.
- Installation of traffic ramp metering elements projects throughout the highway system.
- Upgrade and replacement of drainage systems for existing roadway facilities at various locations.
- Placement of hot mix asphalt overlay and pavement surface repair projects on various locations.
- Construction of a new bridge structure and interchange modification from full to partial cloverleaf.
- Replacement of damaged bridge rails with pre-cast concrete rails and installation of new drainage systems on Route 101 within the City of San Francisco.
Mr. Gonzales is a construction inspector for CSG and has over 32 years of construction inspection experience. Prior to joining CSG, Mr. Gonzales served as a construction inspector for the City of Oakland, inspecting numerous projects for the Public Works Capital Improvement Division. His inspection experience includes all facets of public works construction including pavement and concrete rehabs, sanitary sewers and storm drains, utilities, streets and traffic lights, park improvements, and seismic retrofits and new construction of City buildings. Mr. Gonzales recently served as the construction inspector for a street resurfacing project for the City of Daly City. The federally funded project involved cold in-place recycling and asphalt concrete overlay technologies.

RELEVANT EXPERIENCE

Utility Inspector | City of Oakland, CA
Mr. Gonzales inspected underground projects including installation of water mains, phone lines, cables, electrical conduits, PG&E gas piping, and rehabilitation of sanitary sewer and storm pipes. Responsibilities included performing field inspections for compliance with excavation permit requirements; reviewing work progress; checking for proper backfill, materials, grade, alignment, and implementation of traffic control requirements; responding to resident complaints; resolving change conditions; making final inspections for restoration of sidewalks and pavement; and recommending acceptance of projects.

Hickey Boulevard Improvements Project | City of Daly City
Mr. Gonzales provided inspection services for this Cold In Place Recycled and traditional asphalt project for a major street in the City of Daly City. In addition to inspection, Mr. Gonzales coordinated with local businesses to limit any impact to the businesses, completed Caltrans daily and weekly reports, and additional forms.

Facility Inspection | City of South San Francisco
Mr. Gonzales provided inspection for the installation of an HVAC system, as well the installation of new roof for a public facility building the in the City of South San Francisco.

Construction Inspector | City of Oakland, CA
As a construction inspector for the City of Oakland, Mr. Gonzales’ projects included pavement and concrete rehabs, sanitary sewers and storm drains, streets and traffic lights, and park improvements. In addition, Mr. Gonzales performed inspections of seismic retrofits and new City facility construction including 2 new fire stations, a police administration building, BART stations, and a sport facility with an indoor swimming pool.

Mr. Gonzales’ responsibilities included field inspections for compliance of executed contracted work, review of work schedules and submittals, project file maintenance, daily and weekly work report generation, photo file maintenance, month payment application preparation, resolution of field changed conditions and change order negotiation. Mr. Gonzales also coordinated sampling and testing of materials, coordinated demonstrations and trainings for users, reviewed and provided operation and maintenance manuals of installed equipment and materials, collected as-built drawings, confirmed final measurements, coordinated final walk-throughs, performed final inspections, approved completed work, and recommended acceptance of projects.
Mr. Bernardo serves as a construction inspector with CSG Consultants, Inc. with over 20 years of experience. Mr. Bernardo has worked closely with architects, engineers, and general contractors as part of monitoring each job to completion. Not only is he capable of performing construction inspection, he can complete the duties of an Office Engineer, reviewing submittals, preparing proposals, bids, and price quotations.

Prior to joining CSG, Mr. Bernardo worked for the City of Mason, Ohio as an Engineering Inspector for seven years. He performed inspections for both private development and municipal construction including sanitary sewer, storm sewer, construction of new roads, sidewalk installation, curb and gutter installation, and erosion control. Mr. Bernardo performed inspection on many Roadway rehabilitation projects including Asphalt Concrete paving, crack seal, chip and slurry seal.

Mr. Bernardo started his career in construction inspection as an Engineering Technician with ATEC & Associates. He was responsible for construction materials testing and inspection including: slump, air content, cylinder fabrication, compressive and flexural strength, unit weight, rebar inspection, field density testing included sandcone, balloon and nuclear methods, and foundation inspection including proof rolling, caissons, footings, and coring of concrete and asphalt.

**RELEVANT EXPERIENCE**

2015 Caltrans – District 1 | City of Clearlake, Lake County, and Mendocino County, CA
Mr. Bernardo served as the construction inspector for paving and reconstruction projects in Caltrans District 1. The majority of the work was completed at night due to high traffic volume in the area.

Caltrans – District 4 | Marin, Sonoma & Solano Counties
Mr. Bernardo was responsible for the inspection of traffic and pedestrian safety, lane closure and COZEEP coordination, quantity calculations of traffic striping and installation of markers on twenty six (26) bridges of State Highway projects in Marin, Sonoma, and Solano counties.

2012 Caltrans – District 4 | Petaluma
Mr. Bernardo managed the inspection of soil cement drilling, mixing and coring of columns for E. Washington Street Interchange project in Petaluma, Ca. He worked with construction inspection staff, tracking the project through completion.

Pine Lane Sewer Diversion Project | Town of Los Altos Hills, CA
Mr. Bernardo served as the construction inspector for the installation of a new gravity sewer to divert sewage flow to a new location. He inspected the sanitary sewer construction including the horizontal drilling procedure, the site safety, and traffic control compliance, as well as monitored storm water pollution prevention plan.

Wet Weather Program: Phase II | City of South San Francisco, CA
Mr. Bernardo provided construction inspection for Phase II of South San Francisco’s Wet Weather Program to minimize and eliminate sewer over flows. Work included large up-size pipe bursting and deep open-trench work adjacent to major utilities and a zero-tolerance guided bore under a canal.
Experience

CSG staff has provided construction management services for capital improvement and private development related projects to many jurisdictions throughout the Bay Area. Project types include water/wastewater, street rehabilitation, street construction, drainage, bike lanes and trails, highway ramps and interchanges, lighting and signals, roundabouts, grading, irrigation and landscaping, signing and striping.

Town of Hillsborough
Paul Willis, Public Works Director
(650) 375-7444
Example Projects:
- 2015-2016 Crystal Spring Trunk Sewer Improvements
- 2015, 2017 Street Resurfacing Project
- Vista Park Improvements

City of Marina
Brian McMinn, Public Works Director
(831) 884-1220
Example Projects:
- Imjin Parkway Bike Lane Improvements
- 2013-2014 Reservation Road Improvement Project

City of Concord
Mario Camorongan, Capital Improvement Program Manager
(925) 671-3021
Example Projects:
- 2016, 2017 Concord Street Resurfacing Project
- Willow Pass Park Restroom Improvements
- Meadow Homes Park Playground Installation

City of Santa Clara
Scott Thach, P.E., Senior Civil Engineer
(408) 615-3064
Example Projects:
- 2016, 2017 Santa Clara Street Resurfacing Project
- Modular Building Demolition and Replacement Project

City of Morgan Hill
Karl Bjarke, Public Works Director
(408) 776-7337
Example Projects:
- Highway 101-Tennant Avenue Interchange Improvements

City of Foster City
Allan Shu, Senior Civil Engineer
(650) 286-3271
Example Projects:
- Foster Square
- The Waverly
- Pilgrim Drive Sewer Line
- Mariners Island Blvd. 24" Transmission Project
- Tideland Park – Water Improvements Project
# Hourly Rate Schedule

**Company Name:** CSG Consultants, Inc.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Weekdays (8 hours maximum)</th>
<th>Weekdays (&gt;8 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction Inspection and Management</td>
<td>$/hr.</td>
<td>$130</td>
<td>$162.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Weekends/Holidays (8 hours maximum)</th>
<th>Weekends/Holidays (&gt;8 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construction Inspection and Management</td>
<td>$/hr.</td>
<td>Weekends: $162.50</td>
<td>Weekends: $162.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Holidays: $200</td>
<td>Holidays: $200</td>
</tr>
</tbody>
</table>

Hourly rates will remain the same per fiscal year and every July 1st increase will be acknowledged based on the percentage increase of the engineering cost index.
EXHIBIT “B” - DISPUTE RESOLUTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1.0</td>
<td>All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:</td>
</tr>
<tr>
<td>B2.0</td>
<td>Mediation</td>
</tr>
<tr>
<td>B2.1</td>
<td>The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.</td>
</tr>
<tr>
<td>B3.0</td>
<td>Arbitration</td>
</tr>
<tr>
<td>B3.1</td>
<td>Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.</td>
</tr>
<tr>
<td>B3.2</td>
<td>The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:</td>
</tr>
<tr>
<td>B3.3</td>
<td>Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.</td>
</tr>
<tr>
<td>B3.4</td>
<td>The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.</td>
</tr>
<tr>
<td>B3.5</td>
<td>All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.</td>
</tr>
<tr>
<td>B3.6</td>
<td>The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.</td>
</tr>
<tr>
<td>B3.7</td>
<td>Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.</td>
</tr>
<tr>
<td>B3.8</td>
<td>The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
</tr>
<tr>
<td>B3.9</td>
<td>Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
</tr>
<tr>
<td>B3.10</td>
<td>The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.</td>
</tr>
</tbody>
</table>