

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 21st day of January 2025, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and NV5, Inc. a California Corporation ("CONTRACTOR"), whose address is 42829 Cook Street, Suite 104, Palm Desert, CA 92211.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Staff Augmentation and Project Management Services.
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference; and,
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Proposal per Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Tamara O'Neal as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Cost Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed the following:

- a. Funding Year 24/25: Three hundred and fifty thousand dollars (\$350,000.00)
- b. Funding year 25/26: Seven hundred thousand Dollars (\$700,000)
- c. Funding Year 26/27: Seven Hundred Thousand Dollars (\$700,000)

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 CONTRACTOR shall receive payment by the CITY for the services provided specified in Exhibit "A".

- a. CONTRACTOR shall submit all invoices to the City of Beaumont's Accounts Payable at the email address listed below.
- b. CONTRACTOR will send the original invoices to:

City of Beaumont
Attn: Finance Department-Accounts Payable
ap@beaumontca.gov

c. Each invoice shall contain a minimum of the following information: invoice number and date; PO number (once issued by the CITY), remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (24-164), quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, an invoice total, and any other information requested by the CITY.

4.05 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this

Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required ___ /Not Required ___; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed

CONTRACTOR'S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in

accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest

Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

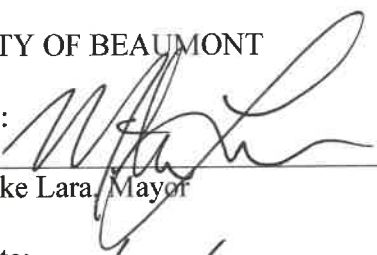
13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: 

Mike Lara, Mayor

Date: 1/23/25

CONTRACTOR:

NV5 INC.

By: 

Print Name: Jeffrey M. Cooper

Title: EVP/COO

Date: 01/16/2025

ATTEST:

By: 

Nicole Wheelwright, Deputy City Clerk

Date: 1/23/2025

APPROVED AS TO FORM:

By: see attached

John O. Pinkney, City Attorney

Date: _____

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

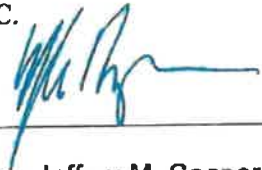
By: _____

Mike Lara, Mayor

Date: _____

CONTRACTOR:

NV5 INC.

By:  _____

Print Name: Jeffrey M. Cooper

Title: EVP/COO

Date: 01/16/2025

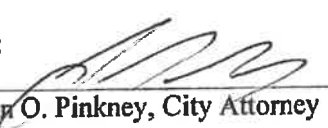
ATTEST:

By: _____

Nicole Wheelwright, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By:  _____

John O. Pinkney, City Attorney

Date: 1/23/25

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



Website:
www.beaumontca.gov

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals For City Staff Augmentation and Project Management Services

Proposals Due By:
3:00 pm
November 13, 2024

Contact:
Raveena Chara
Procurement & Contracts Specialist
rchara@beaumontca.gov

RFP Available
Planet Bids Portal at
<https://vendors.planetbids.com/portal/66785/bo/bo-search>



Introduction

The CITY of Beaumont (CITY) is seeking proposals from qualified firms and individuals (Consultant) interested in providing Extension of Staff and Project Management Services for the city's Capital Improvement Program (CIP). All work, unless otherwise specified, shall be provided on an hourly basis, and completed to the satisfaction of the City within the time periods allocated, as mutually agreed to at the beginning of the assignment. Certain projects, if assigned, shall be performed pursuant to a "not-to-exceed" budget. For these projects, consultants shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by the City.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost-effective and timely services, including providing customer service to the CITY.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. The City reserves the right to waive any irregularity in any proposal, withdraw or amend this RFP or reject any proposal that does not comply with this RFP or City policies.

City of Beaumont

The CITY of Beaumont was incorporated in November 1912. The CITY is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas, and the CITY of San Jacinto, and on the east by the CITY of Banning. The land area within the CITY's boundaries is approximately 26 square miles.

The CITY interacts with other government agencies, including but not limited to the California Department of Transportation, the County of Riverside, RCTC, and the Santa Ana Regional Water Quality Control Board.

Background

The CITY is seeking qualified consultants to provide extension of City Staff and Project Management Services to support the City's Capital Improvement Program (CIP). Services will include assistance with all aspects of the CIP program, including management of planning and environmental consultants, review of planning and environmental documents, management design consultants, review of project designs, CAD work and drafting, preparation of bid plans and specifications, assistance with bidding and contract award process, construction management including management of contractors and construction service providers, and review of construction RFI's and submittals.

Scope of Services

The Scope of Services for Extension of City Staff and Project Management Services is attached as Exhibit A.



Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the CITY's Professional Services Agreement (PSA) by Independent Contractor, a sample of which is attached (Exhibit B).

Term

The term of the agreement shall be determined upon the need for services and consistent with the City's policies. The initial period of the contract is three (3) years, with two one-year extensions as approved by the City Council, subject to agreement terms and the Beaumont Municipal Code.

Proposal Requirements

Proposals shall clearly address all the information requested and describe the methodology to be used to accomplish each of the project tasks. Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The CITY relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of services. The CITY will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by CITY prior to signing the agreement with CITY).
- C. Approach: The firm's approach to delivering the scope of services. Provide a description



of the firm's approach to communicating effectively with CITY staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.

- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of the principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant, and resumes of the engineer's that the lead consultant is proposing to use for the work
- G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement (PSA).
- J. Cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a not-to-exceed fee amount and fee schedule for services and hourly billable costs.
- K. Any other information that should be considered, such as any special services or customer service philosophy, which defines your firm's practice.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the CITY of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at the time of contract execution.

Submittal

One (1) color PDF proposal submitted in Planet Bids. In addition to the Planet Bids submittal, four (4) bound copies and one (1) cost proposal in a separate envelope (emails will not be accepted) of the proposal must be submitted no later than **3:00 pm, Wednesday, November 13, 2024. The cost proposal shall be submitted in a separate sealed envelope** to the following location:

**City of Beaumont
Request for Proposal**



**Staff Extension and
Project management Services**

Beaumont Civic Center
550 E. Sixth Street
Beaumont, CA 92223

Postmarks and faxes are not acceptable. The proposal must be titled "RFP for City Staff Extension and Project Management Services." Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Raveena Chara
Procurement & Contracts Specialist
rchara@beaumontca.gov

No RFC or questions will be accepted after 11:00 a.m. on **October 30, 2024**. All RFC responses will be posted on the CITY's Planet Bids Portal by November 6, 2024.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the CITY.

All costs associated with the preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a **maximum of 20 pages** single-spaced (not including resumes or addenda), using a minimum 12-point font size.

Event	Date
RFP Issued	October 16, 2024
Questions submitted on Planet Bids deadline	October 30, 2024 @ 11:00 a.m.
Answers to Questions on Planet Bids will be posted	November 6, 2024
Proposals Due	November 13, 2024 @ 3:00 p.m.
Interviews (if required)	December 2 – 6, 2024
Award Date (Tentatively)	January 7, 2024

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals



The CITY reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The addenda will be posted on the CITY's Planet Bids Portal: <https://vendors.planetbids.com/portal/66785/bo/bo-search>

City of Beaumont Rights and Options

This RFP does not commit the City of Beaumont to award a contract or to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information.

Subsequent to negotiations, prospective trustees may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. Proposals submitted in response to the RFP will not be returned.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the CITY that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The CITY intends to engage the most qualified consultant available who demonstrates a thorough understanding of the CITY's needs. CITY staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	10
Demonstrated Professional Skills and Credentials	20
Related Experience and Previous Projects	20
Proposed Approach to Performing the Services	30
Ability and Available Resources to perform the required services	20
Total	100



The CITY may request a qualification interview with the highest-ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the CITY's adopted procedures. The CITY may select the top two firms and enter into negotiation. The CITY reserves the right to reject any and all proposals.

Reference Information

Links to applicable design standards can be found on the CITY's website:

<https://www.beaumontca.gov/1236/Standards>

Exhibits

- A. Scope of Services
- B. Sample Professional Services Agreement (PSA)

-----END OF REQUEST FOR PROPOSAL-----

EXHIBITS TO FOLLOW



EXHIBIT "A"

SCOPE OF SERVICES

(insert behind this page)



EXHIBIT "B"

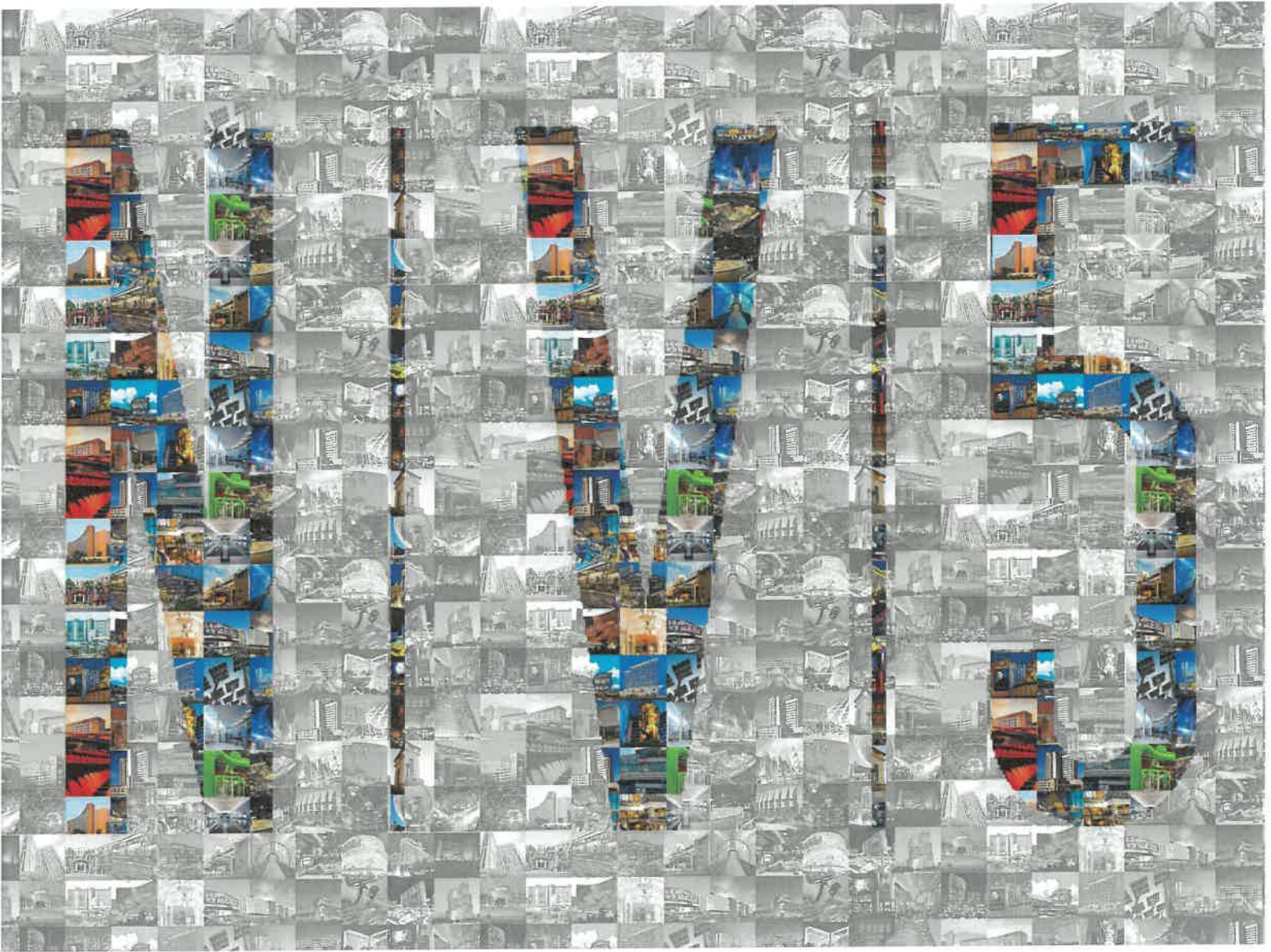
SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)

(insert behind this page)

EXHIBIT "B"

VENDORS PROPOSAL

(insert behind this page)



STATEMENT OF QUALIFICATIONS

Submitted by NV5, Inc.

42829 Cook Street, Suite 104, Palm Desert, CA 92211

City of Beaumont

City Staff Augmentation and Project Management Services

November 13, 2024

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A. COVER LETTER

PN:2820224-0001475.00

November 13, 2024

City of Beaumont
Attn: Raveena Chara, Procurement & Contracts Specialist
550 E. Sixth Street
Beaumont, CA 92223



SUBJECT: City Staff Augmentation and Project Management Services

Dear Ms. Chara,

The City of Beaumont (City) is a growing community dedicated to improving infrastructure and providing quality public services and amenities to enhance the quality of life for its citizens. NV5, Inc. (NV5) is excited to have the opportunity to provide City Staff Augmentation and Project Management Services to the City, bringing the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our experience and strong existing relationship with the City gives us the ability to provide Staff Augmentation, Project Management, Construction Management and Project Design Services for your capital improvement projects. We have been providing On-Call Plan Checking, Inspection and Survey Services to the City since 2016 and operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services.

Relevant Experience: We have been providing experienced professionals for on-call project management and staff augmentation contracts for several years. Public agencies contract with our firm when it is not cost-effective to fill a full-time position, to relieve peak workload situations, or to fill vacant positions on an interim basis. We select, train, and retain highly qualified employees to supplement contracting cities' staffing requirements. Our professional staff has expertise in a wide range of disciplines and extensive experience in many areas, including project management, construction management, and design engineering. We are committed to providing superior, high-level services to our clients. We do so by maintaining a core of qualified staff possessing a wide range of skills that we match with our clients' needs.

Proposed Team: Understanding both the needs of the City and its Capital Improvement Program, NV5 has assembled a team of high-level professionals who will be made available to the City upon request, including Professional Engineers, Construction Managers, and Urban Planners. Our team will be led by **Tamara O'Neal, PE**, who has more than 28 years of experience providing municipal engineering services and is currently managing NV5's On-Call Plan Checking, Inspection, and Survey Services team with the City. In addition to having direct public agency employment experience, Ms. O'Neal has provided extension of staff services on a consultant basis for numerous cities, as well as water and sanitation districts in Riverside, San Diego, Orange and Los Angeles counties.

Addendum Acknowledgment: We have received Addendum No. 1 dated October 30, 2024, and Addendum No. 2 dated October 30, 2024.

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm.

NV5 looks forward to the opportunity to continue to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at tamara.oneal@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5


Tamara O'Neal, PE
Director of Municipal Services


Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

COMPANY INFORMATION/CONTACT

Authorized Signer Name: Jeffrey M. Cooper, PE
Authorized Signer Title: EVP, Chief Operating Officer
Address: 133 Technology Drive, Suite 200,
Irvine, CA 92618
Telephone Number: (949) 585-0477

42829 Cook Street, Suite 104 | Palm Desert, CA 92211 | www.nv5.com | Office: 858.385.0500 | Fax: 858.385.0400

B. INTRODUCTION/INFORMATION

Introduction and Project Understanding

NV5 understands that the City intends to award a consultant agreement to provide an extension of City staff and project management services for the City's Capital Improvement Program (CIP). Services will include assistance with all aspects of the CIP program, including management of planning and environmental consultants, review of planning and environmental documents, management design consultants, review of project designs, CAD work and drafting, preparation of bid plans and specifications, assistance with bidding and contract award process, construction management including management of contractors and construction service providers, and review of construction RFIs and submittals.

We have reviewed the City's RFP and CIP in its entirety and understand that anticipated projects under this contract may include the planning, design and construction management of: street and sidewalk improvements and rehabilitations; parks and facility improvements and rehabilitations; wastewater improvements and rehabilitations including sewer mains and lift stations; Caltrans intersections, overpasses, and ramps including bridges and overpasses; UPRR grade separations including bridges and underpasses; and other public infrastructure projects.

NV5 has the resources, experience, and technical knowledge to successfully deliver the City's CIP and maintenance projects. Our typical approach to providing staff augmentation/project management services has been included on **Page 5** and can be tailored to fit the City's and project's needs.

Accomplishing Objectives of Scope of Services

For decades, we have been dedicated to providing highly qualified and experienced professionals through staff augmentation contracts. Our team is well-versed in seamlessly integrating with municipal staff, effectively acting as an extension of an agency's workforce. We possess the resources to respond promptly to the City's needs and have the flexibility to scale our staffing in accordance with your workload and requirements.

Our proposed scope of services for this contract, detailed on **Page 16**, is designed to be adaptable and can be customized to further align with the City's specific needs. We are committed to delivering exceptional service and assuring that your staffing demands are met with efficiency and expertise.

Firm Information

Name of Firm Submitting Proposal: NV5, Inc.

Mailing Address: 42829 Cook Street, Suite 104 Cook Street, Suite 104, Palm Desert, CA 92211

Telephone No.: 858.385.0500

Name of Individual to Contact if further Information is Required: Tamara O'Neal, PE, Project Manager

Current City Engineering/Project Management Contracts

We have a proven track record of successfully providing On-Call City Engineering/Project Management services to municipalities throughout Southern California, most of which have been repeat clients. Our team is currently providing services to dozens of agencies, including:

- | | | |
|--------------------------|----------------------------|-------------------------------|
| • City of Brawley | • City of La Habra Heights | • City of Pomona |
| • City of Dana Point | • City of La Mesa | • City of San Bernardino |
| • City of El Monte | • City of Laguna Hills | • City of San Juan Capistrano |
| • City of Imperial Beach | • City of Laguna Woods | • City of Santa Fe Springs |
| • City of Irvine | • City of National City | • City of Villa Park |

C. APPROACH

Project Understanding

We have based our project understanding on our review of the Scope of Services included in the RFP and our work on similar assignments for cities and special districts throughout Southern California. It is our understanding the City is seeking a professional engineering firm to provide an extension of City staff and project management services for the City's Capital Improvement Program (CIP).

NV5 can provide engineering and construction project management, construction management and engineering design work for capital projects and facility upgrades; ensure that capital project schedules, cost and overall quality performance objectives are met across a diverse range of capital improvement projects; coordinate, manage, and monitor the progress of assigned projects and programs at all stages of development to ensure timely/efficient/cost-effective completion of the capital projects; and perform related work as required.

NV5 can provide professional, comprehensive project management services on a per project or task order basis for all types of capital improvement projects. Below is our general project approach that will be modified and tailored to meet each project's needs.

Project Approach

NV5 can provide Staff Augmentation/Project Management Services to help assure smooth operations within the Public Works Department; assure that capital project schedules, cost, and overall quality performance objectives are met across a range of capital improvement projects; coordinate, manage and monitor the progress of assigned projects and programs at all stages of development to assure timely/efficient/cost-effective completion of the capital projects; and perform related engineering support work as required.

COMMUNICATION

Our Project Manager will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City, making sure the City has the most updated information on project status, as well as any on-site or any contractual issues.

STAYING CONNECTED

Our staff is equipped with the technology to work efficiently and stay organized and connected with our

clients. NV5 utilizes Microsoft Teams to efficiently collaborate; easily find, share and edit files in real time; meet virtually; and streamline workflows all on one single platform. NV5 has access to several virtual meeting platforms in addition to Microsoft Teams, including GoToMeeting and Zoom.

GENERAL APPROACH TO PROJECT MANAGEMENT

All projects, regardless of size or complexity, will suffer if they are not managed properly. For this reason, we place high priority on developing a strong project organization and overall project management approach. Even with our broad depth of resources and experience, we recognize that people make projects successful. Quick and responsive solutions, while being sensitive to community issues, are the cornerstones of our accomplishments and company traditions.

PROJECT DELIVERY STRATEGY

The basis of developing a project delivery strategy is based on preparing a Project Management Plan (PMP). The PMP is a living document that will provide the organization and guidelines for project work and will demonstrate that the team has the technical capabilities to carry the project from inception to completion. Listed below are elements that will be included in the PMP.

- **Roles and Responsibilities:** This section requires the illustration and discussion of the project's organizational chart, job descriptions, reporting and functional relationships, as well as resumes for all key positions.
- **Work Breakdown Structure (WBS):** The WBS is the structure by which all work is organized and monitored. The WBS will be utilized for document and project controls, and to track costs and budget.
- **Risk and Contingency Management Plan (RCMP):** This plan establishes a risk register that enables the visibility and tracking of known risks. Additionally, the RCMP establishes the processes through which risks are responded to, measured, and controlled. A component of this plan will describe the levels of contingency for each phase, the reasoning for those levels, and how surpluses or deficits in contingency will be handled.
- **Quality Assurance/Quality Control (QA/QC) Plan:** This plan establishes quality procedures for all deliverables and project management. These procedures will be established for each phase of the project to make sure that all deliverables meet high quality standards, and will also include

C. APPROACH

procedures to address deficiencies.

- **Project Controls Plan (PCP):** This plan will utilize the WBS noted above to confirm that all project work stays on schedule and within the budget. The PCP is a comprehensive approach to track project deliverables and the associated budget.

TIMELY COMPLETION AND SCHEDULE MANAGEMENT

Our approach to ensuring that all phases of the project are completed in a timely manner is to establish and maintain an overall project schedule. All updates and changes are documented for the City's review. We also include project milestones and points of essential input by the City team. In all cases, the City is notified in advance of each milestone and scheduled review so that it may prepare materials in an orderly manner.

Our ability to "drive" the project forward is our hallmark for success. We strongly believe that by aggressively and pro-actively managing the project and the performance of project team members, we will produce positive results and complete the project in a timely manner.

MANAGING PROJECT BUDGET

Utilizing budget control and reporting tools, we focus on accountability, documentation and record keeping, and communicate often on key project issues with the City.

Project Managers apply budget control systems and carefully monitor project budgets. Project Managers closely track work quality of all members of the project team to ensure budgets are adhered to. Work and budget plans are prepared before work is started and are submitted to the City program manager for approval. After those are secured, the Project Manager monitors the team members to ensure the work is done within the scope of services identified and the work is being performed within the budget and schedule approved by the City program manager. Specifically, Project Managers monitor that milestones are met, funding strategies are implemented, and that there is regular invoicing for fund reimbursements. Anything not meeting the performance expectations is brought to the immediate attention of the City.

QUALITY ASSURANCE/QUALITY CONTROL

During the design phase, we will perform extensive constructability and value engineering reviews of the design documents. We will identify the critical areas of design and focus our reviews accordingly. These areas include grading/drainage, asphalt and concrete paving improvements, traffic signal modifications, ADA

accessibility, quality and specifications of hardscape materials, site lighting, and irrigation systems. We will verify that all disciplines are coordinated and that there are no conflicts. This in turn will minimize the potential for any changes during construction.

During construction, we will coordinate all required project inspections and reports. We will ensure that the various City inspectors are contacted by the Contractor according to City requirements and will attend/facilitate meetings and on-site inspections to ensure that all work is being constructed and approved according to the contract documents and project schedule.

The oversight of the Contractor's Quality Assurance and Quality Control programs is very important to the success of any project. We will establish a protocol with the Contractor to ensure that the work that is performed on a day-to-day basis is in compliance. We also will require that the Contractor submit a project-specific QA/QC program that specifically outlines and addresses the critical issues and areas that we identify during the design phase of the project. We also will require that the Contractor designate an on-site team member as QA/QC manager to be responsible for conducting walk-throughs and to perform periodic checklists to ensure that all work complies with the QA/QC manual. All deficiencies will be documented and all remedial work will be managed by NV5 and the necessary consultants.

PROGRESS REPORTING

We will create financial reports and project status reports to monitor the overall program delivery. Through these reports, we will develop a project control system with "checks and balances" to accomplish the following:

- Provide accurate, up-to-date information on project budgets, status of work, emerging project issues
- Provide up-to-date financial expenditures to assist the City regarding the burn rate on the project among various programmed phases, as well as the type of revenues being expended
- Implementation of the "checks and balances" monitoring of budgets. By creating reports, the "checks and balances" is achieved in several ways:
 - The project manager will verify accuracy of budget expenditures and make any needed corrections immediately
 - The City can review to double-check eligible expenditures are in line with approved budgets
 - The public works director can quickly examine the status and funding of the project

C. APPROACH

DESIGN MANAGEMENT

Our team focuses on three elements to ensure the timely and successful completion of the project design. These are:

- **Prevention of Scope Creep:** We will work closely with the City and design team to ensure a disciplined effort that keeps the original project goals and objectives in clear focus.
- **Establishment and maintenance of a design schedule:** We will ensure that critical review and completion milestones are met. Should the schedule slip, we will work closely with the design team to formulate a recovery plan.
- **Extensive reviews of the plans and specifications:** We will assure that all disciplines are coordinated and that there are no conflicts. This will minimize the potential for any change orders.

COST ESTIMATING

The basis for reliable cost estimates will be the development and updating of standard project bid items, refinement of the existing Caltrans cost estimating guidelines and to identify the big-ticket items that generally control project costs. Typically 10-15 items (sometimes less) drive project construction costs. We excel at early identification and analysis of those key construction items, and, as a result, our initial estimates generally prove accurate.

NV5 maintains an extensive database of unit prices for public works construction items. This database is regularly updated to formulate accurate cost estimates

SCHEDULE CONTROL

The key to effective schedule control is to regularly measure actual progress and compare it to planned progress and to take any corrective action immediately. We propose to supplement each major task as identified in the master project schedule with a supplemental schedule to keep careful track of where each individual component stands. We identify problems that may result from delays and readily provide the opportunity to modify the schedule, as required. This process ensures the completion of your projects on schedule.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the

project. Key elements of our cost control program include establishment and maintenance of a budget; value engineering and constructability reviews of plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

FAMILIARITY WITH STATE AND FEDERAL PROCEDURES

We understand the development of Federal- and State-funded projects requires more than the preparation of design reports and PS&E. More and more, engineers are required to navigate their projects through the complex federal aid process involving pre-award audits, authorizations, and timely use of fund provisions. Our experience with the regulatory agencies controlling these funding sources has afforded us the opportunity to support our clients through the process of developing the day-to-day procedures required to secure authorization and reimbursement for federally funded projects. This participation has put us in a position to offer our clients an unparalleled level of understanding of the process required to comply with Federal and State requirements. Our work with local, state and federal agencies keeps us in the forefront of current updates to policies and procedures.

GENERAL APPROACH TO CONSTRUCTION MANAGEMENT

Our approach to construction support services is centered on our established policy of consistent and effective employee oversight. The Project Manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations

C. APPROACH

for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include establishment and maintenance of a budget; value engineering and constructability reviews of plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

QUALITY ASSURANCE AND QUALITY CONTROL

To assure compliance with the plans and specifications, we will implement a comprehensive quality assurance and quality control (QA/QC) program involving the following steps:

- We will perform a thorough review of the contract documents. This responsibility will include the following tasks:
 - Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs.
 - Comparing existing elevations, grades and details, etc., shown on plans with those at the actual site.
 - Reporting all errors, omissions and deficiencies, etc., to the City and engineering design team.
 - Keeping a marked-up set of plans and specifications for quick reference.
 - Anticipating the Contractor's operations by reviewing the plans and specifications for each one before it begins.
- Before start of construction, we will discuss with the Contractor the definable features of work to assure that documentation is complete, materials

are on hand and those who are to perform the work understand the scope in its entirety.

- At the onset of the work, we will perform an initial inspection to determine whether the Contractor thoroughly understands and is capable of accomplishing the work as specified.
- We will assure that the Contractor has an established safety program and that regular safety meetings are conducted. We will also assure that the Contractor meets all OSHA safety requirements.
- The construction inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all applicable standards. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to assure compliance with the contract documents.
- We will conduct a monthly review of the as-built drawings and assure that all items are considered in the changes of the record drawings, including:
 - The size, type and location of existing and new utility lines
 - The layout and schematic drawings of electrical circuits and piping
 - Verification of alignment and cross sections
 - Changes in the location of equipment, etc.
- Finally, we will review and approve the as-built drawings to complete the project turnover and begin the warranty period.

BEST MANAGEMENT PRACTICES

Our construction support services team is well-versed in National Pollutant Discharge Elimination System (NPDES) requirements and experienced in implementing best management practices. We will monitor the implementation, maintenance and any required modification of the approved Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). In the event that the project specifications for developing the SWPPP or WQMP are inadequate and cannot support the project needs or meet current NPDES requirements, we will work closely with the design consultants to incorporate the required provisions into the project specifications to meet these goals. In addition, our team includes Qualified SWPPP Developers and Qualified SWPPP Practitioners.

D. FIRM PROFILE + E. PRINCIPAL OFFICE LOCATION

Firm Profile

NV5, Inc. has been providing engineering and consulting services to public and private sectors for **more than 70 years**, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad — **including more than 20 offices in California** — NV5 has access to over **4,000 employees** (over 500 of which are located in Southern California) in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Southern California offices specialize in the project management, engineering design, construction management and inspection of capital improvement projects, including: streets, bridges, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed engineers in a variety of disciplines, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



PROJECT
MANAGEMENT



CIVIL
ENGINEERING
DESIGN



CONSTRUCTION
MANAGEMENT
+ INSPECTION



PLAN CHECK
SERVICES



STAFF
AUGMENTATION



WATER +
WASTEWATER
ENGINEERING



CONSTRUCTABILITY
REVIEW



LAND SURVEY
+ GIS



GEOTECHNICAL
ENGINEERING



TRAFFIC
ENGINEERING

We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner, and we have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolution of project issues. We are excited about the opportunity to continue to serve the City and are committed to maintaining effective working relationships with your staff, relevant government agencies and project stakeholders.

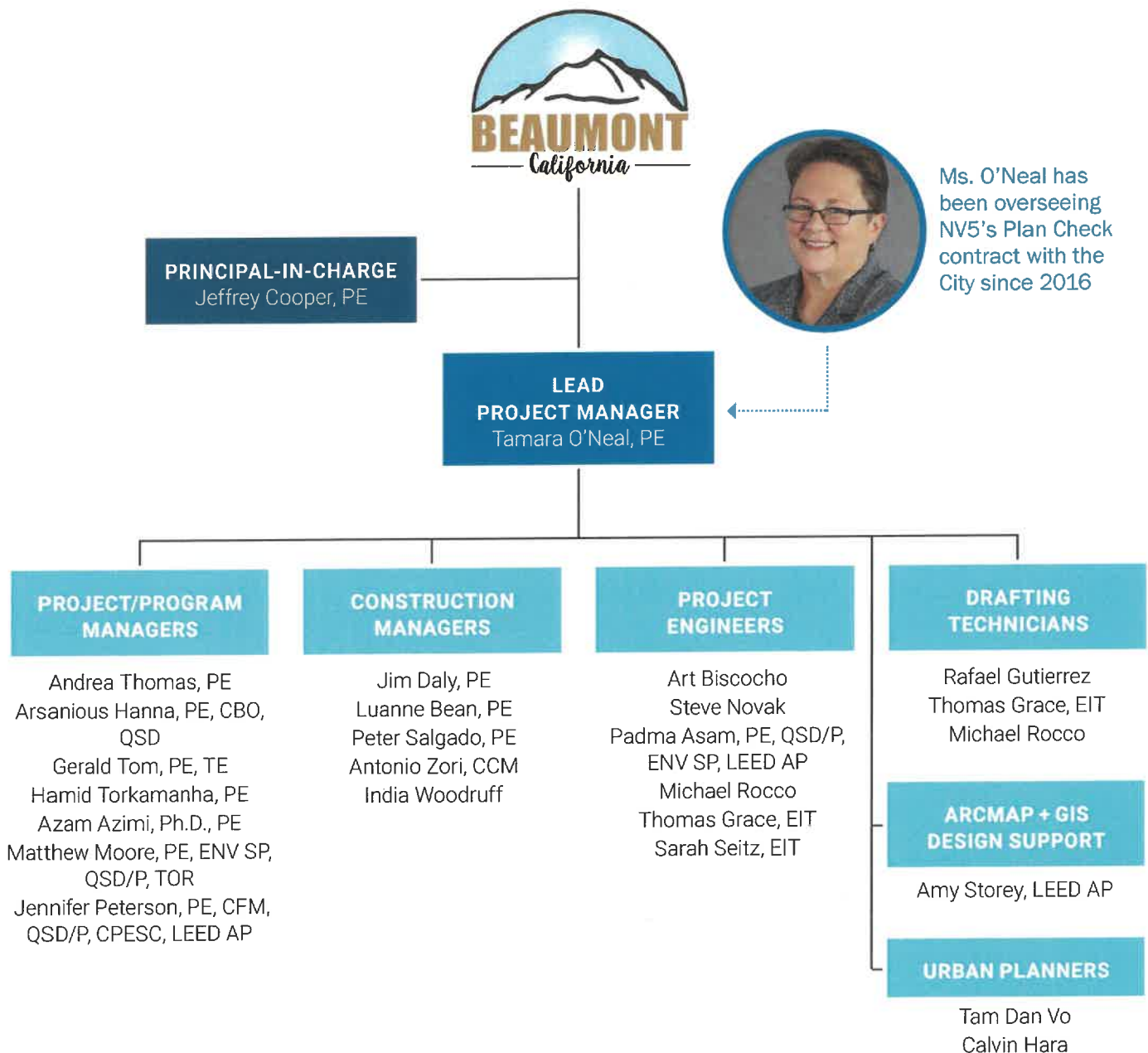
Principal Office Location

Although a majority of the work for this contract will be performed out of our San Diego and Irvine offices, we also have established offices in the cities of Riverside and Palm Desert — a short drive to the City. Our team members have the ability to co-locate at our Palm Desert and Riverside offices while allowing for direct access to City projects.

G. KEY PERSONNEL

Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested City Staff Augmentation and Project Management Services. Shown below are team roles and responsibilities. *Please see resumes in the Appendix for relevant project experience.*



G. KEY PERSONNEL

Summary of Skills

KEY PERSONNEL/ROLE	KEY PERSONNEL QUALIFICATIONS
Tamara O'Neal, PE Lead Project Manager	Ms. O'Neal has more than 27 years of experience in capital improvement and development review project management, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services and environmental restoration services. She will be the City's main point of contact and will manage day-to-day operations.
Andrea Thomas, PE Project/Program Manager	Ms. Thomas has over 23 years of experience in the civil engineering field, including project management, construction management, payroll/project accounting, and labor and contract compliance.
Arsanious Hanna, PE, CBO, QSD Project/Program Manager	Mr. Hanna has more than 30 years of experience in public works and city engineering, including design, plan check, building and safety, project management, construction management and personnel/department management.
Gerald Tom, PE, TE Project/Program Manager	Mr. Tom has 35 years of experience in design, technical specifications preparation, construction management, and project management. He has extensive experience in project management from the planning and design phases and has held various positions at cities, for which he has managed capital improvement programs.
Hamid Torkamanha, PE Project/Program Manager	Mr. Torkamanha has more than 35 years of experience providing project design, project management, construction management and observations of various public works and land development projects. He is experienced in providing program management and coordination with various agencies.
Azam Azimi, Ph.D., PE Project/Program Manager	Mr. Azimi has 25-plus years of engineering experience including planning, design, construction management and field inspection of buildings and other infrastructure including bridges, culverts, retaining walls, highways, toll roads, transit, water and wastewater, and airports.
Matthew Moore, PE, ENV SP, QSD/P, TOR Project/Program Manager	Mr. Moore brings more than 28 years of experience in water resources, including hydrologic and hydraulic engineering design for flood control, drainage, green infrastructure, water quality, and erosion control facilities.
Jennifer Peterson, PE, CFM, QSD/P, CPESC, LEED AP Project/Program Manager	Ms. Peterson is an engineering manager with 27 years of focused experience working in the water resources field and managing stormwater projects — from the planning stages all the way through design and construction. She has managed stormwater programs for various agencies throughout the state.
Jim Daly, PE Construction Manager	Mr. Daly has more than 37 years of experience managing both horizontal and vertical capital improvement projects. As Assistant Deputy Director (Road Maintenance) for the County of Los Angeles, Mr. Daly managed approximately 500 employees responsible for the maintenance and repair of roadways, sidewalks, and parkway trees. He has experience managing myriad projects.
Luanne Bean, PE Construction Manager	Ms. Bean has more than 35 years of experience in the engineering, design, and construction of capital improvement projects. As a Registered Civil Engineer and a former Class A General Engineering Contractor, Ms. Bean has seen construction from both sides of the fence.
Peter Salgado, PE Construction Manager	With 25 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

G. KEY PERSONNEL

Summary of Skills

KEY PERSONNEL/ROLE	KEY PERSONNEL QUALIFICATIONS
Antonio Zori, CCM Construction Manager	Mr. Zori is a results-oriented professional with more than 24 years of experience in managing public and private contracts. He is experienced in construction planning and scheduling, cost estimating, the bidding and procurement process, cost and production tracking, project financial control, contract negotiation, change orders and value engineering.
India Woodruff Construction Manager	Ms. Woodruff is a proactive, self-motivated Construction Manager who has managed at-risk projects throughout Southern California. She is experienced in Microsoft Office, Procore, Primavera P6, Microsoft Projects, AutoCad, and Revu Bluebeam. Her proven project management skills allow her to effectively interact with clients as well as construction trades.
Art Biscocho Project Engineer	Mr. Biscocho has more than 30 years of experience and has a demonstrated ability to manage multiple projects from planning to construction close-out.
Steve Novak Project Engineer	Mr. Novak has more than 25 years of experience in civil, environmental and geotechnical engineering. His expertise includes the conceptual planning, design and preparation of rough to precise grading plans; land use studies and preliminary engineering; street design; and water, sanitary sewer, street and storm drain plans.
Padma Asam, PE, QSD/P, ENV SP, LEED AP Project Engineer	Ms. Asam has over 16 years of design and development plan review experience. Her experience includes roadway widening and alignments, retaining walls, bridge abutments, pedestrian ramps and utility undergrounding.
Michael Rocco Project Engineer + Drafting Technician	Mr. Rocco is a Senior Civil Designer with more than 22 years of experience. He excels in the development of complete plan sets, effectively uses digital terrain model surfaces and field data provided by survey teams, and is able to review geotechnical data to assist with earthwork quantity calculations.
Thomas Grace, EIT Project Engineer + Drafting Technician	Mr. Grace is a registered Engineer-in-Training with over 24 years of experience specializing in hydrologic/hydraulic engineering for urban drainage facilities, flood control improvements, floodplain studies and water quality compliance documentation. His work includes preliminary and final engineering design phases, as well as SWPPP and SUSMP documentation.
Sarah Seitz, EIT Project Engineer	Ms. Seitz serves as both a plan check engineer and project engineer with over 2 years of experience in the field. She has provided as-needed/on-call plan check and civil engineering services to various municipalities across Southern California.
Rafael Gutierrez Drafting Technician	Mr. Gutierrez has more than 18 years of experience as a design engineer and is proficient in CAD and other design software.
Amy Storey, LEED AP ArcMap + GIS Design Support	Ms. Storey has been working as a Geographical Information Systems (GIS) Specialist in the NV5 GIS group for the past 21 years. She provides services that include geodatabase design, GIS web mapping and applications development, GIS analysis, data acquisition and conversion, project management through GIS MapBooks, as well as drafting and Civil3D experience.
Tam Dan Vo Urban Planner	Ms. Vo has 9 years of experience and is proficient in providing permit review services. She is knowledgeable in applying zoning and regulatory codes and has an understanding of environmental and planning laws and regulations.
Calvin Hara Urban Planner	Mr. Hara has three years of experience across multiple disciplines. His design experience, paired with his educational background and tenure as a physical planner, has given him a keen eye for plan review.

H. REFERENCES

References

Provided below are references of clients for whom City Staff Augmentation and Project Management Services have been performed that are comparable in quality and scope to that specified in this RFP.



City Engineering & Extension of Staff Services

CITY OF BRAWLEY | BRAWLEY, CA

NV5 is providing City Engineering Services to the City, including serving as a senior point of contact for City staff, providing signatures as required, and overseeing department operations with the support of an on-site Deputy designated by the City. Additionally, NV5 is assisting the City in the development of City Standard Drawings, Design Specifications and Design Guidelines for capital improvement projects and new private development projects.

- ▶ **DATES:** MARCH 2023-CURRENT ▶ **KEY PERSONNEL:** TAMARA O'NEAL (PM, ACTING CITY ENGINEER), MICHAEL ROCCO, ANDREA THOMAS, JENNIFER PETERSON, PADMA ASAM, SARAH SEITZ, J BRALEY, KIRA BOWEN, JAMES MILLER
- ▶ **REFERENCE:** TYLER SALCIDO, CITY MANAGER, 383 MAIN ST., BRAWLEY, CA 92227, 760.351.3048, TSALCIDO@BRAWLEY-CA.GOV



As-Needed Project Management Services for Various CIP

CITY OF EL MONTE | EL MONTE, CA

NV5 is providing Project Management Services to the City on various Capital Improvements Projects. Projects include the following:

- Cypress Avenue Emergency Project
 - Staff Augmentation for Assistant Project Manager (India Woodruff)
 - Active Transportation for El Monte Station and Downtown El Monte Project (CIP 890)
 - Nevada MND Construction Monitoring Services (CIP 005)
 - Miscellaneous Project Oversight for 2022, 2023 and 2024 (CIP 005 and CIP 890)
 - Merced Avenue Traffic Calming Project (CIP 003)
 - El Monte Regional Bicycle Commuter Access Improvement Project (CIP 016)
 - Nevada-Bodger Sewer Improvements (CIP 005 and CIP 038)
 - Santa Anita Active Transportation Program Cycle (CIP 890)
- ▶ **DATES:** DECEMBER 2020-CURRENT ▶ **KEY PERSONNEL:** LUANNE BEAN, INDIA WOODRUFF
 - ▶ **REFERENCE:** LEE TORRES, PE, FORMER DPW/CITY ENGINEER (NOW DPW AT CITY OF PALMDALE), 38250 SIERRA HIGHWAY, PALMDALE, CA 93550, 661.267.5100, LTORRES@CITYOFPALMDALECA.GOV



Project Close-out Services for Various City Projects

CITY OF MENIFEE | MENIFEE, CA

NV5 is providing project close-out services to the City for various projects that have applied for Acceptance of Public Improvements and Release/Reduction of Bonds. Services include the review of close-out documents and confirm completion of conditions of approval; review and process of project As-Builts; prepare acceptance packages and drafts of staff reports; coordinate with City Engineering, Planning, and other interdepartmental staff and developers for resolution of project status and outstanding items.

- ▶ **DATES:** 2024-CURRENT ▶ **KEY PERSONNEL:** TAMARA O'NEAL (PM), ANDREA THOMAS, TAM DAN VO, CALVIN HARA
- ▶ **REFERENCE:** STEVEN STRAPAC, ASSISTANT CITY ENGINEER, 29844 HAUN ROAD, MENIFEE, CA 92586, SSTRAPAC@CITYOFMENIFEE.US, 951.672.6777

H. REFERENCES



On-Call City Engineering (Staff Augmentation)

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

NV5 provides comprehensive engineering services to the City including assistance with project management, construction management and inspection, civil engineering design, NPDES, reviewing preliminary grading on planning applications, plan check applications, plan check for engineering and grading, review and approval of tentative and final tract maps, and other services typically provided to a municipality.

- **DATES:** 2014-CURRENT ► **KEY PERSONNEL:** JEFF COOPER (NV5 PM), GERALD TOM (CITY ENGINEER), MAHROOZ ILKHANIPOUR
- **REFERENCE:** RAFFERTY WOOLDRIDGE, CITY MANAGER, 1245 HACIENDA ROAD, LA HABRA HEIGHTS, CA 90631, 562.694.6302 EXT. 233, RWOOLDRIDGE@LHHCITY.ORG



Project Management and Construction Management Services

CITY OF IRVINE | IRVINE, CA

Since 2013, our team has been providing the City with as-needed Project Management and Construction Management Services. Services include providing project managers and plan reviews to augment City staff including civil engineering design; street and park landscape design and rehabilitation design; project management; construction management; inspection services; landscape plan check; map plan check; hydrology and hydraulic check; and street improvement plan check. Projects Included:

- **Project Management Services for CIP:** Provided a full-time Project Manager as an extension of City Staff to assist the City with managing its many CIP projects with the goal of maintaining and improving the City's facilities.
 - **William Woollett Jr. Aquatics Center:** Project Management, Construction Management and Inspection Services for pool re-plastering project (three pools) at the William Woollett Jr. Aquatics Center.
 - **Heritage Park Community Center Exterior Rehab and Painting:** Project Management and Design Engineering Services for the exterior rehabilitation and painting of the Heritage Park Community Center, the Metal Maintenance Building, and the Fine Arts Center.
 - **Adventure Playground:** Project Management, Construction Management and Inspection Services on the rehabilitation project to update the playground area and amenities that comply with existing playground safety standards.
 - **Quail Hill Community Center:** Constructability review of a new 12,500-square-foot community center including a park, exercise equipment, and gardens.
 - **Oak Creek Community Center:** Constructability review of a new 6,000-square-foot community center including new parking and sports space.
 - Building & Safety Inspections and Plan Review
- **DATES:** 2013-CURRENT ► **KEY PERSONNEL:** LUANNE BEAN, PETER SALGADO, INDIA WOODRUFF, FARID ASKARI, RAFAEL GUTIERREZ
 - **REFERENCE:** MICHAEL COURTNEY, PUBLIC WORKS ADMINISTRATOR, 6427 OAK CANYON, IRVINE, CA 92618, 949.724.8209, MCOURTNEY@CITYOFIRVINE.ORG



City Engineering Services (Staff Augmentation)

CITY OF VILLA PARK | VILLA PARK, CA

NV5 serves as the City Engineer and Traffic Engineer and provides the City with all civil and traffic engineering design services. We provide a wide range of general engineering services, including City Engineering and Project Management. Services include plan checking; developing, reviewing, and modifying civil engineering plans, designs and specifications for public works projects; implementing modern methods and techniques used in the design and construction of a wide variety of municipal projects; providing construction management and inspection services for a broad range of municipal public works projects; federal funding administration; and technical report writing.

- **DATES:** 2011-CURRENT ► **KEY PERSONNEL:** JEFF COOPER (NV5 PM), MAHROOZ ILKHANIPOUR, HAMID TORKAMANHA
- **REFERENCE:** STEVE FRANKS, CITY MANAGER, 17855 SANTIAGO BOULEVARD, VILLA PARK, CA 92861, 714.998.1500, SFRANKS@VILLAPARK.ORG

H. REFERENCES



Margarita Recreation Center

CITY OF TEMECULA | TEMECULA, CA

NV5 provided Owner's Representative/Project Management Services for the reconstruction of the Margarita Recreation Center. This Design-Build (DB) project demolished the existing facility and replaced it with a new 8,500-square-foot building and 25-yard outdoor pool. As part of its services, NV5 provided preliminary engineering and geotechnical design, project management, construction management, resident inspection, geotechnical and materials testing and deputy inspection, and environmental and land surveying. In concert with City staff, NV5 prepared the design bridging documents and the DB Request for Proposal and assisted the City with the DB contract Advertising and Award process. NV5's Bridging Documents and Design Guidelines included schematic designs and technical specifications for Architectural, Civil, Geotechnical, Structural, Mechanical and Electrical improvements, as well as a detailed project estimate. NV5 oversaw the design during the various stages to assure that the requirements of the contractual Bridging Documents were met.

- **DATES:** FEBRUARY 2019-MARCH 2024 ► **KEY PERSONNEL:** PETER SALGADO (PM), JIM TRAMMELL (PM/CM), MIKE HELMA (INSPECTOR), NV5 DESIGN (DAVID NIKNAFS, STEVE NOVAK, ART BISCOCHO), NV5 GEOTECH, NV5 SURVEY, NV5 ENVIRONMENTAL
- **REFERENCE:** NINO ABAD, PE, ASSOCIATE CIVIL ENGINEER, 41000 MAIN STREET, TEMECULA, CA 92590, 951.308.6385, NINO.ABAD@TEMECULACA.GOV



Program Management & Construction Management Services

CITY OF POMONA | POMONA, CA

NV5 provides program management and construction management services to the City as extension of City Staff. One of the projects for which we provided these services is the 2-acre Phil and Nell Soto Park in the historic district of Wilton Heights. The \$2.4M passive park includes bioswales, precast concrete play elements, a wooden gazebo, three wood/steel bridges, low-water and drought-tolerant plantings, and a citrus tree grove. Services included coordinating with grant funding agencies to stay within the grant parameters on this project. Project management services included managing the selection of consultants and contractors, preparing staff reports to award contracts, preparing progress updates, tracking project budgets, forecasting project costs, and preparing construction and consultant contracts. Construction management services included preparing weekly progress reports, conducting biweekly construction meetings, reviewing and approving contractor invoices, determining and negotiating the cost for additional work, maintaining the project schedule, and tracking costs within the budget text.

- **DATES:** OCTOBER 2017-AUGUST 2020 ► **KEY PERSONNEL:** PETER SALGADO (PM) ► **REFERENCE:** MATT PILARZ, SENIOR ENGINEER, 505 S. GAREY AVE., POMONA, CA, 91769, 909.620.3652, MATT_PILARZ@CI.POMONA.CA.US



On-Call City Engineering/Plan Check Services

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

NV5 has been providing city engineering and plan check services for this community since 2015. The suite of services consists of three major elements: city engineer services, plan check/development review, and design and management of capital projects. Since contract inception, NV5 has provided engineering review of all site civil and public improvement plans submitted for City permitting. NV5 has also reviewed and signed all subdivision maps and other similar documents as City Engineer and City Surveyor. Our team also provides City Engineering and extension of staff services on a variety of projects through the design and administration of capital improvement projects, grant application and administration services, ADA evaluation and improvements, local drainage improvements, structural assessment services, coastal engineering, and water quality support services.

- **DATES:** 2015-CURRENT ► **KEY PERSONNEL:** TAMARA O'NEAL (PROJECT MANAGER/CONTRACT CITY ENGINEER), JENNIFER PETERSON (STORMWATER PM), THOMAS GRACE (ENGINEER), ANDREA THOMAS (ENGINEER), MICHAEL ROCCO (ENGINEER), JENNIFER PETERSON (ENGINEER), PADMA ASAM (ENGINEER)
- **REFERENCE:** JUAN LARIOS, PUBLIC WORKS DIRECTOR, 825 IMPERIAL BEACH BLVD., IMPERIAL BEACH, CA 91932, 619.424.2214, JLARIOS@IMPERIALBEACHCA.GOV

I. SCOPE OF SERVICES

Scope of Services

City Staff Augmentation:

City Staff Augmentation Services may include, but not be limited to the following services:

- Providing both in-house and remote engineering services and acting as an extension of city staff in support of the City's Capital Improvement Program (CIP)
- Providing Project / Program Management Services as described in detail in this Scope of Services
- Providing Construction Management Services as described in detail in this Scope of Services
- Assisting in the preparation of Staff Reports related to City projects, and preparing items for presentation to City Council
- Providing Auto CAD and drafting services related to the design of CIP projects
- Providing Design support in ArcMap and GIS related to the design of CIP projects
- Coordination and interaction with City Staff in multiple departments towards the completion of CIP projects
- Providing regular project updates related to assigned projects

(PM) Project/Program Management:

PM services may include any or all phases of a project including, but not limited to: provide project management support to City Staff for various projects.

Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and budget.

All work shall be done in conformance with applicable City, State, and Federal laws, latest versions of the City Municipal Codes, County of Riverside Ordinances 460 and 461, Riverside County Flood Control design standards and drainage manual, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual on Uniform Traffic Control Devices, California Building Codes, and all other required regulations. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.



Consultant shall provide all related services including, but not limited to, the following:

- Developing Request for Proposals (RFPs)
- Participate in procurement, selection and contract negotiation processes, and provide contract management of engineering design and other CIP project contracts.
- Project scoping during the planning or preliminary design phase.
- Working with the Design Professional to Secure necessary right-of-way, easements, and/or grading permits required for projects.
- Preparation and acquisition of any required permits, including Caltrans, Edison, and UPRR Permits
- Working with the Design Professional in the Preparation of project plans and specifications for bidding; conducting pre-bid meetings, as needed; preparation of addendums to bid documents; and attending bid openings.
- Review of Project Design plans and specification at the various levels of design, including 30%, 60%, 90%, and final bid document review.
- Identifying project stakeholders, both internal to the City and external, and engaging with them throughout the planning, design, and construction phases of the project as necessary.
- Planning, conducting, and/or providing support/

I. SCOPE OF SERVICES

information to staff for public engagement meetings, as needed.

- Coordination with other City departments, local agencies, private utility companies, consultants, and members of the public, as needed.
- Coordination with Survey Professionals
- Working with Environmental Professionals to complete CEQA and NEPA processes during design. Reviewing Technical studies and providing feedback to the Environmental Professional and the City.
- Provide support for issues associated with the Transportation Uniform Mitigation Fee (TUMF) Program.
- Managing design consultants throughout the planning, preliminary design, and bidding processes.
- Attending community outreach meetings
- Reviewing consultant invoices
- Maintaining project records
- Other tasks as assigned

(CM) Construction Management:

CM services may include any or all phases of a project including, but not limited to: Managing the Construction Contractor, Design Profession, and Construction Support Services throughout construction; review of drawings and specifications, estimates, value engineering alternatives, and other professional services.

Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and budget.



All work shall be done in conformance with applicable City, State, and Federal laws, latest versions of the City Municipal Codes, County of Riverside Ordinances 460 and 461, Riverside County Flood Control design standards and drainage manual, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual on Uniform Traffic Control Devices, California Building Codes, and all other required regulations. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

Consultant shall provide all related services including, but not limited to, the following:

- Serve throughout the project's life cycle as the Project Manager, including through the pre- and post-construction closeout processes.
- Conduct an initial assessment of the project requirements, goals, and constraints.
- Review the final contract between the owner and Contractor(s).
- Knowledge of plans and specifications and the contractor's operations.
- Provide status report updates to the City summarizing progress and coordinate with the Principal Engineer for the City.
- Attend weekly construction meetings and be the point of contact for all assigned projects;
- Assist the Design Professional throughout the entire project cycle, final inspections, and Project acceptance phase;
- Report to the Principal Engineer, who is the person designated by the City to manage the projects and coordinate changes in the contract;
- Maintain an effective working relationship with the Contractor, the Design Professional, the Inspectors, and interested parties to safeguard the interests of the City;
- Ensure adherence to the intent of the contract documents;
- Review and inspect work and materials in a timely manner to avoid, as much as possible, disruption to the schedule or work already in place; weekly communication with the construction team to anticipate potential issues and reduce risk and delays
- Provide quality control of work, materials, and

I. SCOPE OF SERVICES

equipment, and report to the Construction Administrator work that is substandard and/or which does not meet the intent of governing code, law, rule, and/or regulation;

- Rely on the Design Professional to solve technical problems arising during construction; and advise the Principal Engineer and design professional of circumstances surrounding requested changes in the work;
- Schedule and coordinate inspections with 3rd party Inspection firms for material testing and inspection if the project requires;
- Provide and maintain on-site representation as required on behalf of the City to attend progress meetings during the construction period, including but not limited to inspection of work in place to verify conformance to the plans, specifications, and applicable building codes;
- Monitor the progress of the Contractor submittals and keep copies of all items, including correspondence, requests for information, shop drawings, payment requests, change proposals, change orders, etc.
- Be aware and keep a record of project activities detailing weather, project manpower, equipment, material/equipment deliveries, general description of work performed and its location, pay items, problem areas, site visitors, testing activities, and all instructions or directives given or received;
- Manage measures to remedy any deviations, defects, or deficiencies observed in the work. Prevent installation of any related work until shop drawings have received final approval from the design professional;
- Monitor the preparation and maintenance of record ("as-built") drawings by the contractor during the course of the work;



- Record the design professional's or his/her consultant's verbal instructions during field supervision trips and make sure they are documented;
- Monitor submittal log to ensure submittals and resubmittals are approved in a timely manner. Prevent installation of any related work until submittal items, including any shop drawings, have received final approval from the Design Professional;
- Samples: In coordination with the Inspector or Record, accept samples at the job site. Record the date received and from whom. Notify the Design Professional and Project Manager that samples are ready for examination. Record the Design Professional's approval or rejection. Maintain custody of approved samples at the job site;
- Preparation and submittal of all documents necessary for coordination, approvals, funding reimbursements and reporting to State and Federal funding agencies.
- Other tasks as assigned

K. ADDITIONAL INFORMATION + L. INSURANCE

Additional Information

N/A.

Statement of License and Insurance

NV5 will have an active City of Beaumont Business License and the required insurance coverage in force at the time of contract execution.

APPENDIX

F. RESUMES



CONTACT INFO

tamara.oneal@nv5.com

EXPERIENCE

28 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 69107

TAMARA O'NEAL, PE

Lead Project Manager

Ms. O'Neal has more than 28 years of experience in municipal and private engineering services, including capital improvement and development review project management, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services and environmental restoration services. In addition to having direct public agency employment experience, Ms. O'Neal has provided extension of staff services on a consultant basis for numerous cities, as well as water and sanitation districts in San Diego, Orange and Los Angeles counties.

Project Experience

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Project Manager. Ms. O'Neal is providing the City with review of as-needed private development projects and public works inspection services. Reviews include improvement, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates. NV5 is assisting the City with the development of checklists, standard notes, unit price lists and other documents to standardize and streamline the review/inspection process.

City Engineering & Extension of Staff Services

CITY OF BRAWLEY | BRAWLEY, CA

Acting City Engineer. Ms. O'Neal is providing city engineering services to the City, including serving as a senior point of contact for city staff, providing signatures as required, and overseeing department operations with the support of an on-site Deputy designated by the City. Additionally, NV5 is assisting the City in the development of City Standard Drawings, Design Specifications and Design Guidelines for capital improvement projects and new private development projects.

City Engineering Services

CITY OF DEL MAR | DEL MAR, CA

Engineering Development Review Manager. Ms. O'Neal served as an extension of the City's staff in reviewing proposed development projects, preparing conditions of approval and providing project coordination services and plan check reviews for conformance with City standards and project conditions. She was responsible for ensuring compliance with the City's Clean Water Program and performing construction inspections. She assisted with preparation of the City Engineering long- and short-term Capital Improvement Program and preparation of the associated two- and five-year City budgets. She represented the City Engineering department at regional transportation and Clean Water technical working groups. She prepared staff reports, resolutions, ordinances, and compliance reporting documents for satisfaction of a variety of State mandates. She also provided technical support at City management and community outreach meetings, and was instrumental in the preparation of the City's Clean Water compliance reporting documents and program implementation. She represented City Engineering staff in coordinating with City residents and local development professionals on a wide variety of issues and requests for assistance.



F. RESUMES

Interim City Engineer/Associate Engineer

CITY OF LEMON GROVE | LEMON GROVE, CA

Acting City Engineer. Ms. O'Neal was the only staff-level civil engineer at the City of Lemon Grove, active in all aspects of Engineering Department operations. She was responsible for supervision of staff, representation at City Council meetings, and management of multiple capital improvement and land development projects, including the review of drawings, maps, plans, specifications, estimates and reports relating to a variety of private and public construction projects. She prepared correspondence, managed subconsultants and assisted technicians and field staff as needed. She conferred with other City personnel, representatives of public and private agencies and the public regarding problems, projects and complaints.

Capital Improvement Projects

CITIES OF DEL MAR, DANA POINT, IMPERIAL BEACH, CHULA VISTA, ENCINITAS, LEMON GROVE, VISTA, ESCONDIDO, SAN DIEGO | SOUTHERN CALIFORNIA

Ms. O'Neal has served as extension of staff for many local agency engineering departments. Her responsibilities have included assisting with project design and contract administration for Capital Improvement Programs. Representative projects have included pavement management, facilities improvements, ADA assessment and design, Master Plan updates and storm drain improvements, sewer repair, traffic calming, open space and roadway beautification, and park, sidewalk and storm drain design. She has represented agency clients on numerous regional technical committees and coordinated with local and state agencies for Capital Improvement Project programming, funding and reporting purposes.

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Project Manager. Ms. O'Neal is overseeing the team providing on-call engineering plan check services. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

On-Call Plan Check Services

CITY OF MENIFEE | MENIFEE, CA

Project Manager. Ms. O'Neal was the project manager on two contracts awarded by the City of Menifee to support development review and to provide design of capital projects. NV5 was retained to work with City staff in reviewing development projects for conformance to City codes and other development standards. NV5 is also providing design of a new bridge on Bradley Road to replace an existing low flow crossing at Salt Creek channel that causes a roadway closure even in light rain events.

On-Call Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Ms. O'Neal is providing engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviewed Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

Plan Check of Water Quality Management Plan Hydrology Reports and Plan Check Services

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT | RIVERSIDE, CA

Project Manager. Ms. O'Neal serves as the Project Manager overseeing plan checking of WQMP (Water Quality Management Plan) and Hydrology Reports associated with new development and redevelopment projects, and plan check services for private development projects for compliance with the county's MS4 permits and the Riverside County WQMP for Urban Runoff. Review of P-WQMPs, F-WQMPs, Hydraulic and Hydrology reports, floodplain studies, and grading plans.

F. RESUMES

CONTACT INFO

andrea.thomas@nv5.com

EXPERIENCE

23 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)

No. 68926

AFFILIATIONS

American Society of Civil
Engineers

WaterReuse San Diego and
Inland Empire Chapters

ANDREA THOMAS, PE

Project/Program Manager

Ms. Thomas has over 23 years of experience in the civil engineering field, including project management, construction management, customer service, payroll/project accounting, and labor and contract compliance.

Project Experience

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Plan Check Engineer. Ms. Thomas is part of the team providing review of private and public works development projects, as well as public works inspection services to the City. Our team reviews a variety of development applications — from several thousand lots, multiphase planned residential developments to proposed floodplain development and structural review of bridges. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations, and cost estimates. NV5 has also been providing stormwater management support for construction, MS4, and Industrial permits as staff extension to the City.

Project Management, Construction Management & Inspection Services

CITY OF POWAY | POWAY, CA

Ms. Thomas' responsibilities included maintaining responsible charge of approximately 50 Capital Improvement projects during all phases of a project life cycle, managing and maintaining productive working relationships across departments to productively include all stakeholders, and setting up procedures and creating training materials in support of Virtual Project Management software for department use on all capital projects. She also prepared and delivered presentations to City Council in support of resolution adoptions, contract awards, project acceptance, and funding requests. Ms. Thomas also managed multiple construction projects concurrently, including field inspections, RFIs, and change orders, coordinated and delivered the design, contract negotiations, contracts, and construction of Poway's Annual Pavement Management Program. The program coordinates separate, concurrent, and time-constrained construction contracts for asphalt repair, slurry coating, and striping improvements.

Engineering and Capital Improvement Projects

CITY OF SAN DIEGO | SAN DIEGO, CA

Associate Civil Engineer. Ms. Thomas was responsible for managing federal grant projects citywide from allocation to completed construction, reviewing and evaluating plans for tenant improvements, ADA improvements, and grant applications. She also prepared RFPs, specifications and bid advertisements, coordinated environmental permit processes and funding documents on behalf of grant awardees for City Council approval, and reviewed projects in progress for emerging stormwater regulation and compliance with SWPPPs and BMPs.



F. RESUMES

CONTACT INFO

arsanious.hanna
@nv5.com

EXPERIENCE

30+ years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 70743

Civil Engineer (CO)
No. 0061094

Civil Engineer (AZ)
No. 38772

Civil Engineer (TX)
No. 142591

ICC Certified Building
Official

ICC Certified Building
Plans Examiner

QSD

CA Safety Assessment
Coordinator (SAP)

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

California Building Officials
(CALBO)

International Code Council
(ICC)

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ARSANIOUS HANNA, PE, CBO, QSD

Project/Program Manager

Mr. Hanna has more than 30 years of experience in public works and city engineering, including design, plan check, building and safety, project management, construction management and personnel management from the planning and design phases through construction. He has held various positions at public agencies, including five years at the City of Irwindale and more than 17 years at the County of Los Angeles Public Works Department. He has managed capital improvement programs, reviewed and approved plans and managed construction of contract work for compliance with plans and specifications.

Project Experience

Engineering Director, City Engineer and Building Official

CITY OF IRWINDALE | IRWINDALE, CA

Engineering Director. Mr. Hanna oversaw the City's Public Works engineering operations. His responsibilities included providing full responsibility for all Public Works Department services and activities, including engineering services, new development service, capital improvement projects, traffic engineering, mining operation, building and safety and assessment districts. He provided full management responsibility for all engineering activities, including Citywide engineering, right-of-way acquisition, public infrastructure, Capital Improvement Program design, public works construction, construction management, project inspection, and contract management. Mr. Hanna managed the development and implementation of departmental short- and long-term goals, objectives, and priorities for each assigned service area; recommended and administered policies and procedures.

Senior Plan Check Engineer

LOS ANGELES COUNTY PUBLIC WORKS, BUILDING & SAFETY DIVISION | ALHAMBRA, CA

Senior Plan Check Engineer. Mr. Hanna provided senior-level management and plan check services to the County's Building & Safety Division. Los Angeles County Public Works is one of the largest municipal public works agencies in the United States. His responsibilities included planning, organizing, assigning and directing staff and programs. He assisted the CBO by preparing, updating, and recommending new building standards. He coordinated various agencies or departments in the permit application process and managed City/County contractors and building code enforcement personnel to provide corrective actions for building code violations.

On-Call Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

Plan Check Engineer. Mr. Hanna is part of the NV5 team that is providing engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

F. RESUMES

CONTACT INFO

gerald.tom@nv5.com

EXPERIENCE

35 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 51209

Traffic Engineer (CA)
No. 2541

GERALD TOM, PE, TE

Project/Program Manager

Mr. Tom has 35 years of progressive experience in design, technical specifications preparation, construction management, project management and personnel management. He has a thorough understanding of project management from the planning and design phases through the construction phase. His tasks have included preparing schedules, project budgets and materials and labor specifications, as well as coordinating with multiple stakeholders. He has held various positions at cities, for which he has managed capital improvement programs, reviewed and approved plans and managed construction of contract work for compliance with plans and specifications.

Project Experience

City Engineering (Staff Augmentation)

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

City Engineer/Traffic Engineer. Mr. Tom and our team provide traffic and general engineering services on an as-needed basis. Services include: conducting and reviewing traffic engineering, traffic analysis, and transportation planning studies; providing analysis of existing and projected traffic conditions; providing electronic traffic control device studies and design; performing pedestrian studies; plan check services; and reviewing new development projects involving traffic impact analysis, modeling, and road impact fee analyses.

On-Call City Engineering (Staff Augmentation)

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

City Engineer. Mr. Tom and our team provide comprehensive engineering services for assistance with project management, construction management and inspection, civil engineering design, NPDES, reviewing preliminary grading on planning applications, plan check applications, plan check for engineering and grading, review and approval of tentative and final tract maps, and other services typically provided to a municipality. Mr. Tom also provides plan check services for all City plan reviews.

Senior Civil Engineer

CITY OF GLENDALE PUBLIC WORKS, TRAFFIC AND TRANSPORTATION DIVISION | GLENDALE, CA

Senior Civil Engineer. As Senior Civil Engineer, Mr. Tom's duties included:

- Managing the Traffic and Transportation Capital Improvement Program. Projects included Traffic Signal Improvements, Street Improvements involving signing and striping improvements, At-Grade Railroad Crossing Improvements, Intelligent Traffic System Improvements, Pedestrian Improvements, and Safe Routes to Schools
- Preparing schedules, project budgets, and specifications for materials and labor
- Drafting and reviewing reports and specifications, including construction schedules, environmental impact studies and project designs
- Evaluating transportation systems and traffic control devices to determine need for modification
- Coordinating with contractors, utility companies, and government agencies to implement projects



F. RESUMES

CONTACT INFO

hamid.torkamanha
@nv5.com

EXPERIENCE

35 years

EDUCATION

M.S. Civil Engineering/
Water Resources

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 49805

Caltrans Value Engineering
Workshop

Caltrans Project
Engineering Academy

OCTA Project Manager
Academy

Intergraph and In-Road
Workshop

HAMID TORKAMANHA, PE

Project/Program Manager

Mr. Torkamanha has more than 35 years of experience providing project design, project management, construction observation and construction management of various public works and land development projects, with a focus on transportation projects. He is experienced in providing program management and coordination with various agencies; preparing and monitoring budgets and schedules; and providing leadership, training and supervision to professional and technical staff.

Project Experience

City Engineering (Staff Augmentation)

CITY OF VILLA PARK | VILLA PARK, CA

City Engineer. Mr. Torkamanha is serving as a consultant City Engineer for the City of Villa Park. NV5 plays a role in helping the City Council and City Staff make appropriate decisions regarding City infrastructure. We provide a wide range of general engineering services, including: plan checking; developing, reviewing, and modifying engineering plans, designs and specifications for public works projects; implementing modern methods and techniques used in the design and construction of a variety of projects; providing construction management and inspection for a broad range of municipal public works projects; federal funding administration; and technical report writing.

Project Management Services

ORANGE COUNTY TRANSPORTATION AUTHORITY | ORANGE, CA

Senior Project Manager III. Mr. Torkamanha managed and coordinated transportation projects through planning, funding, environmental, design and construction. He provided program management and coordination with FHWA, Caltrans, state, and local governmental agencies. He oversaw multiple consultants while maintaining quality control over the process and keeping the projects on schedule and within budget. He ensured appropriate allocation of project cost, completion of milestones, and changes to project scope in accordance with budget and funding availability. He attended meetings and conducted presentations for various agencies and public organizations on behalf of OCTA. Other duties included preparing cooperative agreements with Caltrans and other local agencies; and providing support in developing public outreach plans.

Senior Civil Engineer

CITY OF SANTA ANA | SANTA ANA, CA

Senior Civil Engineer. Mr. Torkamanha managed and supervised engineering staff to prepare plans and specifications for public works projects. He reviewed plans and specifications prepared by staff and consultants. He also assisted in the preparation and monitoring of the Engineering Division's budget and assisted in the development of Engineering Division policies and administrative procedures. Representative projects include:

- Managing design of Local Street Improvements(\$100M/Year)
- Managing design of intersection widening for Dyer Road and Grand Avenue, Bristol Street and Warner Avenue (\$5.5M)
- Managing design of Flower Street Bike Trail (\$1.6M)
- Managing design of McFadden Avenue from Standard Avenue to Maple Street (\$1.3M)

N | V | 5

F. RESUMES

EXPERIENCE

25+ years

EDUCATION

Ph.D. Civil Engineering

M.S. Structural
Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (NC)
No. 022555

OSHA Certifications

Contract Officer Technical
Representative (COTR)
Certifications

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

American Society of
Highway Engineers (ASHE)

AZAM M. AZIMI, PH.D., PE

Project/Program Manager

Mr. Azimi has 25-plus years of engineering experience including planning, design, construction management and field inspection of buildings and other infrastructure including bridges, culverts, retaining walls, highways, toll roads, transit, water and wastewater, and airports. He has extensive experience with contract management, project management, program management, constructability, and value engineering. Mr. Azimi also has experience in safety, health, and environment compliance; SWPPP; and environmental remediation. He is well versed in coordination with clients, contractors, Caltrans, and other stakeholders. He is fluent in English, Japanese, Persian, and some Arabic.

Project Experience

Project Management Services for CIP

CITY OF IRVINE | IRVINE, CA

Project Manager. Mr. Azimi served as full-time Project Manager as an extension of City Staff to assist the City with managing its many CIP projects with the goal of maintaining and improving the City's facilities. Tasks included writing Requests for Proposals to acquire engineering and construction management services, assisting the City with the bidding and award of construction projects, assisting with Staff Reports, and overseeing and developing projects throughout the City under the direction of, and reporting directly to, the City.

California High Speed Rail

ARCADIS | CALIFORNIA

Senior Construction Manager. Mr. Azimi worked on the California High Speed Rail, a mega project of over \$3B involving design-build. The project extends more than 65 miles in California's Central Valley. It includes 33 grade separations including viaducts, culverts, retaining walls underpasses, and overpasses. The project is subject to the oversight requirements of the Federal Railroad Administration. His responsibilities included: coordinating and managing people, materials, and equipment as well as ensuring the contractor's compliance with the client's safety policies and conducting safety assessments as required by the client; overseeing coordination with project staff to outline work plans, assign duties, responsibilities, and scope of authority; as the lead construction manager, interfacing with the client, program manager, design-builder, and numerous third parties.

Green Tree Boulevard Extension

VICTORVILLE, CA

Senior Resident Engineer/Construction Manager. Mr. Azimi was responsible for construction and overall contract quality management oversight, staff training and supervision, administration, CPI, risk and issue managements, and coordination with all stakeholders of Green Tree Boulevard Extension project in Victorville, Calif. The project included roadway, culverts, a retaining wall and a post-tension pre-stressed box girder bridge. He oversaw the field inspections, regularly met with the contractor and maintained accurate, clear, and complete reports and detailed records. Mr. Azimi reviewed, commented, and processed the construction plans, RFI, NCR, and submittals, and he provided other field construction inspection as needed.

N | V | 5

F. RESUMES

CONTACT INFO

matthew.moore@nv5.com

EXPERIENCE

28 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 56780

Envision Sustainability
Professional (CA)
No. 10891

Qualified SWPPP
Developer/Qualified
SWPPP Practitioner
No. 00046 (CASQA)

Trainer of Record for QSD/
QSP No. 00046

AFFILIATIONS

American Society of Civil
Engineers

MATTHEW MOORE, PE, ENV SP, QSD/P, TOR

Project/Program Manager

Mr. Moore brings more than 28 years of experience in water resources, including hydrologic and hydraulic engineering design for flood control, drainage, green infrastructure, water quality, and erosion control facilities. His work includes FEMA Flood Insurance Rate Map letters of map amendment/revision (LOMA/R) review for FEMA and preparation of floodplain studies and LOMRs for developers and municipalities. He has extensive experience in hydrologic and hydraulic analyses, including preparation of storm drainage plans and stormwater quality best management practices (BMP) design and documentation. Mr. Moore served on the technical advisory committee for the development of the first San Diego County LID Manual and the San Diego County Hydrology Manual update.

Project Experience

Lake Drive Storm Drain Improvements

CITY OF ENCINITAS | ENCINITAS, CA

Technical Design Lead. Mr. Moore is providing technical oversight and direction on the preparation of final design Plans, Specifications, and Estimate (PS&E) for this project, which consists of removal and replacement of approximately 2,000 LF of existing 48-inch Corrugated Metal Pipe (CMP) and associated appurtenances from the curb inlet along Lake Drive west through the canyon to I-5 (just before crossing under the freeway). The existing improvements will be replaced with new pipes and appurtenances of similar size and a suitable material. The new storm drain will generally follow the same alignment to preserve existing hydraulic conditions and minimize site disturbances as much as possible. NV5 is also providing topographic survey and geotechnical design for this project.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Plan Check Engineer. Mr. Moore is providing review of as-needed private development projects. Services include subdivision and parcel map review, grading, public and private street and utility improvements, storm drain, sewer, erosion control, geotechnical, hydrology/hydraulic, structural, water quality/NPDES, and landscape reviews.

On-Call Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Plan Check Engineer. Mr. Moore is providing engineering development review services for a variety of projects ranging from single-family developments to large, multiphase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analyses, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans.

On-Call Public Off-site Improvement Plan Check Services

CITY OF FONTANA | FONTANA, CA

Plan Check Engineer. Mr. Moore is part of the team that provides plan check services for various street, street lighting, sewer, and storm drain plans, hydrology and hydraulics reports, soils reports, and specifications in compliance with City Design Standards, Municipal Code, Development Code, and State Regulations.



F. RESUMES

CONTACT INFO

jennifer.peterson
@nv5.com

EXPERIENCE

27 years

EDUCATION

B.S. Civil Engineering
(Environmental)

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 67821

Qualified SWPPP
Developer/Qualified
SWPPP Practitioner
(CA) No. 00502 (CASQA)

Certified Floodplain
Manager

Certified Professional
in Erosion & Sediment
Control

LEED Accredited
Professional

AWARDS + HONORS

- 2024 Outstanding
Service Award for
contributions to CASQA's
Construction General
Permit Training Team

N | V | 5

JENNIFER PETERSON, PE, CFM, QSD/P, CPESC, LEED AP Project/Program Manager

Ms. Peterson is an engineering manager with 27 years of focused experience working in the water resources field and managing stormwater projects. She has managed stormwater programs for various agencies throughout the state, which has included preparation and review of technical water quality documents, creating tools and processes for efficient plan check reviews, stormwater training, review and editing of technical specifications, and management of various stakeholders and subconsultant staff. She is an experienced project manager with a proven track record of delivering projects on time and within budget.

Project Experience

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Project Engineer. Ms. Peterson is responsible for reviewing all water quality technical reports in compliance with local municipal requirements and provided construction inspection and stormwater training for City staff. NV5 reviews all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development.

Haun and Holland Road Widening

CITY OF MENIFEE | MENIFEE, CA

Water Quality Specialist. Ms. Peterson provided engineering design services for the Haun Road and Holland Road Intersection Improvements. Services performed included finalizing roadway plan sheets, title sheets, and typical sections and detail sheets for the intersection improvements, completing signing and striping plans, coordinating the relocation of the existing air release valve with Eastern Municipal Water District, preparation of 90% and 100% submittals and addressing the City review comments.

Mecca Boys and Girls Club WQMP

RIVERSIDE COUNTY | MECCA, CA

Project Manager. Ms. Peterson served as the project manager for the preparation of a preliminary water quality management plan for the club site. The site incorporated an on-site detention basin for flood control and for water quality purposes. The project is the development of a 30,000-square-foot club with a teen center, computer lab, homework help center, gym, indoor basketball courts, arts and crafts areas, boxing club, and an outdoor patio.

East Valley Parkway Improvements

CITY OF ESCONDIDO | ESCONDIDO, CA

Project Engineer. Ms. Peterson was responsible for water quality design and stormwater permits for the ½-mile widening of East Valley Parkway and Valley Center Road to prime arterial standards between Beven Drive and the northerly City limits where it joined improvements previously constructed by the County. The project eliminated a traffic bottleneck and features a bridge widening, traffic signal modifications, streetscape design, preparation of right-of-way documents and environmental services. Ms. Peterson was also the QSP during construction and helped the City respond to various requests from the RWQCB.

F. RESUMES

CONTACT INFO

jim.daly@nv5.com

EXPERIENCE

37 years

EDUCATION

B.S. Civil Engineering

LICENSES/

CERTIFICATES

Civil Engineer (CA)

No. 45612

AFFILIATIONS

American Public Works
Association

American Society of Civil
Engineers

JIM DALY, PE

Construction Manager

Mr. Daly has more than 37 years of experience managing both horizontal and vertical capital improvement projects. As Assistant Deputy Director (Road Maintenance) for the County of Los Angeles, Mr. Daly managed approximately 500 employees responsible for the maintenance and repair of roadways, sidewalks, and parkway trees. He has experience managing myriad projects — including federally funded — for various departments, including Parks and Recreation, Beaches and Harbors, and Public Library departments, and has managed and designed flood control facilities, including storm drains and pump plants.

Project Experience

Principal Engineer

LOS ANGELES COUNTY PUBLIC WORKS

Principal Engineer. Mr. Daly managed field operations with a staff of 125 employees maintaining and improving roads, sidewalks, parkway trees, spreading grounds, debris basins, channels, pump plants, and ocean outlets. He managed Capital Project Improvement Projects for various County Departments, including Parks and Recreation, Beaches and Harbor, and Public Library. These projects included many complex projects requiring extensive coordination with local, state, and federal agencies.

East L.A. Civic Center and Library Improvements

LOS ANGELES COUNTY PUBLIC WORKS | LOS ANGELES, CA

Project Director. Mr. Daly oversaw the \$32M facility and ADA improvements project, which included modification of the fishing lake, picnic areas and outdoor stage. The project also included the refurbishment of the former library to provide a one-stop office for residents. The \$7.2M library project included the construction of a new 26,000-square-foot facility, additional parking, artwork and redesigned outdoor spaces.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Assistant Construction Manager. Mr. Daly is assisting with construction management services on the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

N | V | 5

F. RESUMES

CONTACT INFO

luanne.bean@nv5.com

EXPERIENCE

35 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 50129

Former Class A General
Engineering Contractor

REGISTRATIONS

FEMA OPS - I

HAZMAT First Responder/
Operations Level

DOT Offers of Bulk
and Non-Bulk HAZMAT
Packages

Nuclear Waste Safety
for Workers

LUANNE BEAN, PE

Construction Manager

Ms. Bean has more than 35 years of experience in the engineering, design, and construction of water and wastewater projects. As a Registered Civil Engineer and a former Class A General Engineering Contractor, Ms. Bean has seen construction from both sides of the fence. Her technical skills include specialized structural analysis and design of large 600-MGD water treatment plants, pipelines up to 12 feet in diameter, mechanical analysis, SCADA & I&C oversight and coordination, the preparation of engineering plans, specifications and cost estimates, as well as construction management. She has held various positions with many public agencies, including Structural Discipline Director for Southern Nevada Water Authority's \$6B CIP program, for which she specialized in structural and forensic analysis and Project Manager for the Metropolitan Water District.

Project Experience

Project Management Services for Various CIP

CITY OF EL MONTE | EL MONTE, CA

Project Manager. Ms. Bean oversees NV5's contract with the City providing as-needed project management services on various Capital Improvements Projects, including augmentation of City staff. Ms. Bean is providing Project Management Services to the City on various Capital Improvements Projects. Projects include the following:

- Cypress Avenue Emergency Project
- Staff Augmentation Project Manager
- Active Transportation for El Monte Station and Downtown El Monte Project (CIP 890)
- Miscellaneous Project Oversight for 2022, 2023 and 2024
- Merced Avenue Traffic Calming Project (CIP 003)
- El Monte Regional Bicycle Commuter Access Improvement Project (CIP 016)
- Nevada-Bodger Sewer Improvements (CIP 005 and CIP 038)
- Garvey Avenue Storm Drain Project (CIP 884)
- Bus Stop Improvement Project
- Santa Anita Active Transportation Program Cycle (CIP 890)

On-Call Project Management and Construction Management Services

CITY OF IRVINE | IRVINE, CA

Project Manager. Ms. Bean oversees NV5's contract with the City providing as-needed project management and construction management services, including augmentation of City staff. As part of this contract, she has served as Project and Construction Manager for a \$1.5M pool replastering project for the William Woollett Jr. Aquatics Center that involved restoring and resurfacing three pools. Ms. Bean was also the Project Manager for the \$280K exterior rehabilitation and painting for the Heritage Park Community Center and two other buildings in the park.



F. RESUMES

CONTACT INFO

peter.salgado@nv5.com

EXPERIENCE

25 years

EDUCATION

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 63159

PETER SALGADO, PE

Construction Manager

With 25 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures. As a construction manager, his specific duties include supervising inspectors; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control, including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; conducting weekly progress meetings; processing and tracking project correspondence and documentation; reviewing, evaluating and negotiating construction change orders; preparing and presenting staff reports for City Council and Board of Directors; facilitating work related to warranties; and managing project closeout.

Project Experience

Margarita Recreation Center

CITY OF TEMECULA | TEMECULA, CA

Project Manager. Mr. Salgado oversaw NV5's team who provided Owner's Representative services for the reconstruction of the Margarita Recreation Center. This Design-Build (DB) project demolished the existing facility and replaced it with a new 8,500-square-foot building and 25-yard outdoor pool. The new facility includes a zero-depth, warm water, wheelchair accessible six-lane pool, dance/fitness studio, classroom, and multi-purpose room. As part of its services, NV5 provided preliminary engineering and geotechnical design, project management, construction management, resident inspection, geotechnical and materials testing and deputy inspection, and environmental and land surveying. In concert with City staff, NV5 prepared the design bridging documents and the DB Request for Proposal and assisted the City with the DB contract Advertising and Award process. It also included a CPM schedule covering acquisition of the DB contractor, final design, permitting, construction and closeout.

Bellflower Boulevard & Alondra Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Manager. Mr. Salgado provided construction management services for the \$1.4M federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. Our team provided construction management, inspection, labor compliance and funding oversight services for this street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping.

FY 2021-22 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Manager. Mr. Salgado provided construction management services and oversaw inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping.



F. RESUMES

CONTACT INFO

antonio.zori@nv5.com

EXPERIENCE

24 years

EDUCATION

M.S. Civil Engineering

LICENSES/ CERTIFICATES

Certified Construction
Manager, No. 32411

Certificate International
Program, Construction
Management, UCLA

ANTONIO ZORI, CCM

Construction Manager

Mr. Zori has more than 24 years of experience in managing public and private contracts. He is experienced in construction planning and scheduling, cost estimating, bidding and procurement process, cost and production tracking, contract negotiation, change orders and value engineering, and risk and litigation management. He is fluent in both English and Spanish.

Project Experience

On-Call General Civil Engineering Services

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Construction Manager. As part of an on-call contract with the City that includes staff augmentation services, Mr. Zori provides construction management and inspection for public works projects, including street, sewer and storm drain improvements.

Barnes Park Multi-Benefit Stormwater Capture

CITY OF BALDWIN PARK | BALDWIN PARK, CA

Senior Construction Project Manager. Mr. Zori was responsible for the construction of a new underground precast infiltration cistern with a capacity of 4 acre-feet. The cistern, in collaboration with Precon, was constructed of precast concrete elements, including openings at the bottom filled with crushed rock to facilitate the infiltration. Construction required 40,000 cubic yards of excavation and 30,000 cubic yards of backfilling. The project included the diversion structure needed to connect the existing 81-inch RCP main storm drain with the new infiltration cistern, and the demolition and reconstruction of a reinforced concrete 81-inch RCP storm drain pipe, a motorized 42-inch plug valve and actuator, splitter vault and a 30-foot-tall hydrodynamic separator. 590 LF of 42-inch RCP pipeline and other utilities were installed, and added landscaping included irrigation and potable water pipes as well as storm drain and sewer pipes. The work included upgrading existing electrical panels; installing 12 Musco 60-foot tall sport lights; installing 65 lightpoles and a new security camera system; installing one flow meter and two float sensors inside the cistern, flow control panels and all the power and communication conduits/wiring related to these works. After completion of this project, a plug valve electronically connected to a new infiltration control panel successfully regulates the flow entering the cistern. The project also included a 300-LF CMU perimetral wall and the construction of two soccer fields, four basketball courts, a new playground, picnic areas, a dog park and a new parking lot, among other park improvements.

Project Management & Engineering Design Services

CITY OF EL MONTE | EL MONTE, CA

Assistant Project Manager. Mr. Zori is providing as-needed project management services for various Capital Improvements Projects, including the Nevada-Bodger Sewer Improvements (CIP 005 and CIP 038) and Garvey Avenue Storm Drain (CIP 884) projects.



F. RESUMES

CONTACT INFO

india.woodruff@nv5.com

EXPERIENCE

7 years

EDUCATION

M.S. Civil Engineering
(Coastal Engineering)

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Metrolink Railroad Safety
Contractor Safety Trained,
No. 26471E22

AWARDS

- ▶ “Honors” AGC
Construction Project
Management Course,
San Diego, CA (January
2021)
- ▶ Ralph Alan Dusseau
Award for Civil &
Environmental
Engineering, Glasboro,
N.J. (May 2016)

INDIA WOODRUFF

Construction Manager

Ms. Woodruff is a proactive, self-motivated Assistant Construction Manager/Resident Engineer who has managed at-risk projects throughout Southern California. She is experienced in Microsoft Office, Procore, Primavera P6, Microsoft Projects, AutoCad, and Revu Bluebeam. Her solid negotiation and communication skills along with proven project management skills allow her to effectively interact with clients as well as construction trades.

Project Experience

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Plan Check Engineer. Ms. Woodruff is providing professional plan check services or the City. NV5 has provided review of private and public works development projects, as well as public works inspection services to the City. Our team reviews a variety of development applications — from several thousand lots, multi-phase planned residential developments to proposed floodplain development and structural review of bridges. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations, and cost estimates. NV5 has also been providing stormwater management support for construction, MS4, and Industrial permits as staff extension to the City.

Sidewalk & Curb Ramp Reconstruction (Phase 2)

CITY OF EL MONTE | EL MONTE, CA

Assistant Construction Manager. Ms. Woodruff served as Assistant Construction Manager for Phase 2 of this federally-assisted Sidewalk & Curb Ramp Reconstruction project. The scope of work included parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

William Woollett Jr. Aquatics Center

CITY OF IRVINE | IRVINE, CA

Construction Manager. Ms. Woodruff provided construction management services for this pool replastering project (three pools) at the William Woollett Jr. Aquatics Center. The complex is a world-class aquatic facility open year round for regional and national competitive events with two 50-meter pools and a 25-yard instruction pool. The City is currently embarking on restoring and resurfacing all three of these pools. These pools appear to be standard gunnite/shotcrete pools with rows of lap tiles on the bottom and border tiles along the rims.

City Engineering (Staff Augmentation)

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Project/Construction Manager. Ms. Woodruff provides general engineering services on an as-needed basis as extension of City staff. Services include: conducting and reviewing traffic engineering, traffic analysis, and transportation planning studies; providing analysis of existing and projected traffic conditions; street, ADA, sidewalk, storm drain improvement projects; performing pedestrian studies; plan check services; and reviewing new development projects involving traffic impact analysis, modeling, and road impact fee analyses.

N | V | 5

F. RESUMES

CONTACT INFO

art.biscocho@nv5.com

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

ART BISCOCHO

Project Engineer

Mr. Biscocho has more than 30 years of design experience. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Hacienda Avenue Spa Zone Street Improvements

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Project Engineer. Mr. Biscocho is providing engineering design services for the City's Hacienda Avenue Spa Zone Street Improvements project. The project proposes to construct 10,341 feet of sidewalks, 9,450 square feet of safety medians, 42 ADA ramps, 8,528 feet of buffered bike lanes, 8,872 feet of standard Class II bike lanes, 99 streetlights, 17 crosswalks, and one intersection safety improvement. The scope of work includes utility coordination; topographic and right-of-way surveys and preparation of base maps, legal descriptions and plats; and pavement investigation and recommendations.

"H" Street Widening

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Project Engineer. Mr. Biscocho provided professional design engineering services, including plans, specifications, cost estimates and related bid documents for the widening of "H" Street from two lanes to four lanes and the upgrade of the existing traffic signals at 40th Street and Kendall Drive. The plans included roadway, drainage, signing and striping, street lighting, modification to traffic signals, and demolition plans. Coordination with utility companies, identifying existing right-of-way, conducting pavement investigation and preparing a report were part of the project.

Trona Road Bridge Repairs

COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

Project Engineer. Mr. Biscocho is providing civil engineering design services for the Trona Road Bridge Repair project, which includes retrofit/repair of the existing wingwalls. Repairs are expected to include, but not be limited to, roadway excavations, structural backfill, installation and tensioning of tie-back anchors to realign wingwalls, repair headwall, re-install bridge railing, and AC pavement of roadway. NV5 will also prepare the civil and structural final design plans.

Walkway Accessibility Improvements at Two Parks

CITY OF MORENO VALLEY | MORENO VALLEY, CA

Project Designer. Mr. Biscocho prepared plans, specifications and estimates. The scope of work generally consisted of removal and replacement of a concrete walkway to conform to Americans with Disabilities Act (ADA)/California Code of Regulations Title 24 - Accessibility relations, including crossings, irrigation modifications, replacement of plant material and drainage improvements. Both park projects received CDBG-R federal funds.



F. RESUMES

CONTACT INFO

steve.novak@nv5.com

EXPERIENCE

25 years

EDUCATION

A.S. Building Technology

LICENSES/ CERTIFICATES

Certificate, Master
Planning Communities

STEPHEN NOVAK

Project Engineer

Mr. Novak has more than 25 years of experience in civil, environmental and geotechnical engineering. His expertise includes the conceptual planning, design and preparation of rough to precise grading plans; land use studies and preliminary engineering; street design; and water, sanitary sewer, street and storm drain plans. His projects encompass residential, wastewater and infrastructure, mountain and hillside, golf and resort, and commercial projects. His strengths as a designer/planner are first built on natural landforms development that integrates the environmental, cultural and economic imperatives of the client and community, providing creative and innovative design solutions.

Project Experience

Phelan Road in the Phelan Area

COUNTY OF SAN BERNARDINO | PHELAN, CA

Project Engineer. Mr. Novak is providing engineering design services, including the preparation of preliminary and final plans, specifications and estimates, for the design of Phelan Road, Phelan Area. The project includes pavement rehabilitation and reconstruction on Phelan Road, from State Route 138 east to Los Banos Avenue, new or replacement of existing ADA ramps at 19 locations, and traffic signal installation at Clovis Road in the Phelan area. Services include utility coordination; preparation of legal descriptions and plats; preparation of traffic signing and striping plans and a pedestrian traffic plan; traffic signal modification plans for any ramp locations necessary to provide ADA compliance; environmental services support, including preparation of plans, reports and/or applications for a Stormwater Pollution Prevention Plan; and advertising, bidding and construction support.

Chino/Montclair Area ADA Ramps

COUNTY OF SAN BERNARDINO | CHINO & MONTCLAIR, CA

Project Engineer. Mr. Novak provided engineering design services, including the preparation of final plans, specifications and cost estimates, for the design of new or replacement of ADA ramps at 56 locations throughout the City of Chino and City of Montclair areas. NV5's services also included preparation of a right-of-way base map, legal descriptions and plats; topographic survey; construction survey and monument preservation; utility coordination; preparation of traffic signing and striping plans and a pedestrian traffic plan; and environmental services support. Our team also provided advertising, bidding and construction support and potholing services.

Area Y Park Improvements

CITY OF EL MONTE | EL MONTE, CA

Project Engineer. Mr. Novak is providing engineering design services for the Area Y Park Improvements project. As a subconsultant to David Volz Design, our team is providing topographic survey, geotechnical investigation, preliminary and final grading and drainage plans, specifications and cost estimate, and bid and construction phase support for the project.



F. RESUMES

CONTACT INFO

padma.asam@nv5.com

EXPERIENCE

17 years

EDUCATION

M.S. Structural
Engineering

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Civil Engineer (CA)
No. 83896

Qualified SWPPP
Developer/ Qualified
SWPPP Practitioner
No. 27085

Envision Sustainability
Professional

LEED Accredited
Professional

PADMA ASAM, PE, QSD/P, ENV SP, LEED AP

Project Engineer

Ms. Asam has 17 years of design experience in public works projects, including design of roadway widening and alignments, retaining walls, pedestrian ramps, engineering reports and utility undergrounding. She is adept in the design standards of various local public agencies in Southern California. Ms. Asam has extensive experience reviewing grading plans, street and storm drain improvement plans, utility plans, tract maps, structural plans and details and stormwater-related documents. She has extensive experience working with local funding agencies to prepare and administer grant applications on behalf of local agency clients.

Project Experience

City Engineering and Plan Check Services

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project Engineer. Ms. Asam is providing consultant City Engineer services for this beachside community. The suite of services consists of three major elements: City Engineer services, plan check/development review, design of capital improvement projects, and grant administration.

Oak Knoll Road Improvements

CITY OF POWAY | POWAY, CA

Project Engineer. Ms. Asam performed plan and profile design, storm drain system design and driveway profile design. The 1-mile road improvement project stretched through a variety of zoned areas that required the roadway design width to vary throughout its length and meet the unique needs of each zoned area — commercial, high density, and residential. Roadway improvements included necessary demolition, relocation of overhead utilities, pavement rehabilitation, pavement overlay, curb, gutter, sidewalks, on-street parking, signage and striping, traffic control, signal modifications, drainage, traffic calming, retaining walls and landscaping.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Project Engineer. Ms. Asam is providing review of private development projects and public works inspection services. NV5 reviews all plans and associated technical reports for clarity, format, completeness and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements and conditions of development.

On-Call Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Project Engineer. Ms. Asam is providing engineering development review services for a variety of projects ranging from single-family developments to large, multiphase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analyses, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.



F. RESUMES

CONTACT INFO

thomas.grace@nv5.com

EXPERIENCE

24 years

EDUCATION

B.S. Civil Engineering

LICENSES/ CERTIFICATES

Engineer in Training, CA
No. 103177

THOMAS GRACE, EIT

Project Engineer + Drafting Technician

Mr. Grace is a registered Engineer-in-Training with over 24 years of experience specializing in hydrologic and hydraulic engineering for urban drainage facilities, flood control improvements, floodplain studies and water quality compliance documentation. His work includes preliminary and final engineering design phases, as well as SWPPP and SUSMP documentation. He is skilled in using HEC-RAS, Auto-CAD, WSPG, HEC-HMS, FlowMaster, CulvertMaster, HY-8, CivilCAD, AES Model, Pond Pack, StormCAD, and SWMM.

Project Experience

City Engineering and Plan Check Services

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project Engineer. Mr. Grace is providing consultant City Engineer services for this beachside community. The suite of services consists of three major elements: City Engineer services, plan check/development review, design of capital improvement projects, and grant administration.

Bradley Road Bridge Over Salt Creek, Preliminary Drainage Study

CITY OF MENIFEE | MENIFEE, CA

Project Engineer. This project consists of improving 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 dip crossing. Such an improvement is necessary for the surrounding communities that get stranded even after a five-year storm event as the roadway floods and becomes impassable. Duties included: hydrologic and hydraulic analyses.

Drainage Study Reviews

CITY OF BEAUMONT | BEAUMONT, CA

Project Engineer. Mr. Grace performed drainage study reviews for the City as part of NV5's On-Call Plan Check and Public Works Inspection Services contract. Duties included: drainage study reviews, assuring submitted drainage reports adhered to the City's standards, and providing review comments to be addressed for approval. Projects reviewed include 1010 West 4th Street WQMP, PA 33 Active Adult Development SWPPP Review, Heartland Development Drainage Study, Four Seasons Development Drainage Study, Olivewood Sewer Plans Review, and Any Size RV, Trailer and Boat Storage WQMP.

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Engineer. Mr. Grace is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon area between Lake Drive and Interstate 5 (I-5). During the design period, due to significant rainfall events, a sinkhole developed at the top of the project limits, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response. NV5 worked closely with the City and the emergency construction crews to produce an emergency "interim" design to collect and convey the drainage.



F. RESUMES

CONTACT INFO

michael.rocco@nv5.com

EXPERIENCE

22 years

EDUCATION

AutoCAD University

NV5 Project Manager
Course

LICENSES/ CERTIFICATES

CADD Drafting & Technical
Drawing Certificates

AFFILIATIONS

American Public Works
Association (APWA)

N | V | 5

MICHAEL ROCCO

Project Engineer + Drafting Technician

Mr. Rocco is a Senior Civil Designer with more than 22 years of experience working on projects in all phases, from concept to construction. He excels in the development of complete plan sets, understands the importance of plan presentation and construction details, effectively uses digital terrain model surfaces and field data, and is able to review geotechnical data to assist with earthwork quantity calculations. His experience includes construction management and field inspection. He has the technical experience to lead plan development for roadway geometric layout, site design, grading, retaining walls, striping, and traffic control.

Project Experience

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Designer. Mr. Rocco is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon area between Lake Drive and Interstate 5 (I-5). During the design period, due to significant rainfall events, a sinkhole developed at the top of the project limits, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response. NV5 worked closely with the City and the emergency construction crews to produce an emergency “interim” design to collect and convey the drainage.

Imperial Beach Boulevard Enhancements

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Assistant Project Manager. Mr. Rocco was responsible for consultant oversight of a 1.8-mile-long street improvement project. The project was designed to improve mobility, accessibility, landscaping, and water quality while addressing infrastructure deficiencies along Imperial Beach Boulevard from Seacoast Drive to 14th Street. The project included traffic calming, beautification of the gateway into Imperial Beach, Tijuana Estuary beautification complete with a boardwalk and tourist enhancements, ADA improvements, lit corridors with landscaping, utilities upgrades to address deficiencies, sustainable stormwater infrastructure, drainage features and roadway improvements.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Plan Check Engineer. Mr. Rocco is providing review of as-needed private development projects. Services include subdivision and parcel map review, grading, street and utility improvements, storm drain, sewer, erosion control, geotechnical, hydrology/hydraulic, structural, water quality/NPDES, and landscape reviews.

SR-91/La Sierra Avenue Interchange

CALTRANS | RIVERSIDE, CA

Project Team Member. Mr. Rocco assisted with preparation of approximately 400 sheets of drawings for the interchange improvements at La Sierra Avenue and SR-91 in the City of Riverside. Duties included adding the City's redlines on hard copy sheets to the electronic files, compiling RFI's, CCO's, and other revisions into one comprehensive file, and submitting a final revised set of as-builts to the City of Riverside and Caltrans.

F. RESUMES

CONTACT INFO

sarah.seitz@nv5.com

EXPERIENCE

2 years

EDUCATION

B.S. Environmental
Engineering

LICENSES/ CERTIFICATES

Engineer-in-Training (EIT)

SARAH SEITZ, EIT

Project Engineer

Ms. Seitz holds dual roles as a plan check engineer and project engineer, bringing over two years of experience in the field. She has provided as-needed/on-call plan check and civil engineering services to various municipalities across Southern California. Ms. Seitz's comprehensive understanding of municipal requirements and her ability to seamlessly integrate into existing teams assure that she can provide high-quality, reliable services. Her track record of successfully handling diverse projects highlights her capability to meet the dynamic needs of municipalities efficiently and effectively.

Project Experience

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

WQMP Plan Check Engineer. Ms. Seitz is part of the team responsible for reviewing private and public works development projects. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations, and cost estimates. NV5 has also been providing stormwater management support for construction, MS4, and Industrial permits as staff extension to the City.

Alderwood Park Pickleball Courts

CITY OF MURRIETA | MURRIETA, CA

Project Engineer. Ms. Seitz provided engineering design services for the construction of four new pickleball courts at Alderwood Park. Work included PS&E, staking, survey, geotechnical engineering services, court design, landscape architecture services and water quality management. The project also included new ADA-compliant sidewalks around the new courts, a seating area, a fence, and other hardscape additions. The NV5 team coordinated closely with City staff during the process.

On-Call Public Off-site Improvement Plan Check Services

CITY OF FONTANA | FONTANA, CA

WQMP Plan Check Engineer. Ms. Seitz is part of the team that provides plan check services for various street, street lighting, sewer, and storm drain plans, hydrology and hydraulics reports, soils reports, and specifications in compliance with City Design Standards, Municipal Code, Development Code, and State Regulations.

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Assistant Engineer. Ms. Seitz is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon area between Lake Drive and Interstate 5 (I-5). During the design period, due to significant rainfall events, a sinkhole developed at the top of the project limits, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response. NV5 worked closely with the City and the emergency construction crews to produce an emergency "interim" design to collect and convey the drainage.



F. RESUMES

CONTACT INFO

rafael.gutierrez@nv5.com

EXPERIENCE

18 years

EDUCATION

A.A. Computer-aided
Drafting & Design

RAFAEL GUTIERREZ

Drafting Technician

Mr. Gutierrez has more than 18 years of experience as a design engineer for various civil engineering and capital improvement projects, including water/wastewater and transportation projects. As a design engineer, his qualifications include the ability to review and prepare plans, specifications and cost estimates; surveying; and establishing and maintaining positive working relationships with staff. Mr. Gutierrez is proficient in CAD and other design software.

Project Experience

Phelan Road in the Phelan Area

COUNTY OF SAN BERNARDINO | PHELAN, CA

CAD Designer. Mr. Gutierrez is providing CAD design services for providing engineering design services, including the preparation of preliminary and final plans, specifications and estimates, for the design of Phelan Road, Phelan Area. The project includes pavement rehabilitation and reconstruction on Phelan Road, from State Route 138 east to Los Banos Avenue, new or replacement of existing ADA ramps at 19 locations, and traffic signal installation at Clovis Road in the Phelan area. Services include utility coordination; preparation of legal descriptions and plats; preparation of traffic signing and striping plans and a pedestrian traffic plan; traffic signal modification plans for any ramp locations necessary to provide ADA compliance; environmental services support, including preparation of plans, reports and/or applications for a Stormwater Pollution Prevention Plan; and advertising, bidding and construction support.

Staff Augmentation — CADD Services for Street Improvement Plans

CITY OF GARDEN GROVE | GARDEN GROVE, CA

CAD Designer. Mr. Gutierrez is assisting the City as a part-time CAD Designer with drafting three street rehabilitation projects which include approximately 7,550 LF of improvements.

Cherry Avenue and Other Roads, Fontana Area

COUNTY OF SAN BERNARDINO | FONTANA, CA

CAD Designer. Mr. Gutierrez is providing CAD design services and engineering design services, including preparation of final plans, specifications and cost estimates for a project involving pavement rehabilitation to Cherry Avenue and other roads (approximately 14.72 miles) and the replacement of existing ADA ramps at 42 locations in the Fontana area. NV5 will review the existing topographic to ensure new ramps drain properly and identify and address localized drainage issues within the project footprint. NV5's services also include preparation of legal descriptions and plats; utility coordination; preparation of traffic signing and striping plans and a pedestrian traffic plan; and environmental services support.

As-Need City Engineering and Traffic Engineering Services

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

CAD Designer. NV5 provides city engineering and traffic engineering services on an as-needed basis to the City. Mr. Gutierrez is providing CAD design services for various types of projects, including: modifying civil engineering plans and street improvements; and preparing plans and specifications for all the Public Works capital improvements projects including street, sewer, storm drain, and park improvements.



F. RESUMES

CONTACT INFO

amy.storey@nv5.com

EXPERIENCE

21 years

LICENSES/ CERTIFICATES

Certificate in Geographic Information Systems (GIS)

Certificate Esri, Deploying and Managing a MultiUser Database

Certificate Esri, Implementing ArcGIS Online

Certificate Introduction to ArcGIS I & II, Esri Redlands Campus

URISA Leadership Academy Certificate

Certificate Floodplain Boundary Standards Training, FEMA

Certificate Mapping Information Platform Training, SP14

LEED Accredited Professional

NV5

AMY STOREY, LEED AP

ArcMap + GIS Design Support

Ms. Storey has been working as a Geographical Information Systems (GIS) Specialist in the NV5 GIS group for the past 21 years. She provides services that include geodatabase design, GIS web mapping and applications development, GIS analysis, data acquisition and conversion, project management through GIS MapBooks, as well as drafting and Civil3D experience.

Project Experience

Phase 6 Infiltration/Inflow Mitigation Sewer Improvements

CITY OF LA MESA | LA MESA, CA

Lead GIS Analyst. Ms. Storey was the Lead GIS Analyst for the City of La Mesa Phase 6 Infiltration/Inflow Mitigation Sewer Improvements. NV5 utilized ArcGIS Server cloud technology to develop a web application for the collection of manhole inspections and creation of inspection forms. The web app was created using Survey123 forms on a tablet to collect the information in the field directly into an ESRI-compliant geodatabase, incorporating spatial data from the manhole inspections, photos and videos, and attributes based on NASSCO manhole inspection codes. This information was uploaded in real time to a web map for review and project management. NV5 utilized our Online GIS Portal to streamline the collection of the geodatabase information and creation of manhole inspection forms. After completing all inspections, the data was reviewed for completeness and accuracy. The deliverables were exported directly from the web server in several deliverable formats.

Cleveland National Forest Power Poles Replacement Project for Crux Subsurface/SDG&E

SDG&E | SAN DIEGO COUNTY, CA

Lead GIS Analyst. NV5 was contracted to create an online GIS portal to manage over 19 electrical circuits throughout the Cleveland National Forest. Poles, access roads and workspaces were collected in the field utilizing web maps and services created through ArcGIS Server and managed on a cloud portal. As lead GIS Analyst, Ms. Storey's tasks included setup of ArcGIS Server, creating an enterprise GIS portal, creating feature services and web maps for online and offline data collection and review, developing web applications for field collection, data processing of survey data, managing the data in a sequel database, and creating MapBooks and shapefiles as needed for submittals.

On-Call GIS Services

SAN DIEGO GAS & ELECTRIC | SAN DIEGO COUNTY AND IMPERIAL COUNTY, CA

Lead GIS Analyst. Ms. Storey served as Lead GIS Analyst for the conversion of survey data along the proposed Sunrise Powerlink Project in San Diego and Imperial Counties to be uploaded into the clients' internal SDE Geodatabase. The project included conversion of AutoCAD layers to GIS shape file Format using ArcInfo 9.3 conversion tools, population of all required attribute fields in the feature class tables provided by SDG&E utilizing easement documentation, record of survey drawings, and preliminary surveys for the Sunrise Powerlink project study area. NV5 also created a Polygon layer of all Parcel Ownership Boundary changes, reflecting any changes to the current land ownership layer and including attribute information to show the source of the change.

F. RESUMES

CONTACT INFO

tam.vo@nv5.com

EXPERIENCE

9 years

EDUCATION

B.S. Earth & Environmental
Sciences

TAM DAN VO

Urban Planner

Ms. Vo has experience reviewing building permit plans for multifamily and single-family dwellings, and commercial and tenant improvements. She is knowledgeable in applying zoning and regulatory codes and has an understanding of environmental and planning laws and regulations. She is proficient in utilizing planning and GIS tools to produce visual representations of data. She is fluent in Vietnamese.

Project Experience

Assistant Planner

CITY OF SAN DIEGO | SAN DIEGO, CA

Ms. Vo reviews and approves building plans for conformance with zoning regulations for the Development Services Department at the City of San Diego. These project types include multifamily dwellings, single-family dwellings, accessory dwelling units, ADU Bonus Program, accessory structures, and commercial tenant improvements. As part of the plan review process, she utilizes a variety of document databases and computer mapping tools to identify overlay designations, such as environmentally sensitive areas, airport zones, floodplains, and any site-specific feature that may be subject to other disciplines. She prepares detailed Zoning comment lists and responds to applicant inquiries.

Land Use/Environmental Planner

COUNTY OF SAN DIEGO | SAN DIEGO, CA

Ms. Vo's responsibilities included:

- Applied Zoning and Regulatory codes, subdivision and processing procedures to review the development project proposal; reviewed building permit plans such as multifamily and single-family dwellings, commercial shells, and tenant improvements.
- Advised a variety of professionals such as architects, contractors, and property owners regarding the implementation and interpretation of zoning regulations.
- Communicated orally and produced written reports that effectively conveyed the purpose of land use projects; discussed zoning allowances and restrictions to the public.
- Utilized planning and GIS tools to produce visual representations of data.

Land Use Technician

COUNTY OF SAN DIEGO | SAN DIEGO, CA

Ms. Vo's responsibilities included:

- Explained laws, codes, and ordinances to customers related to land use and construction and permitting processes.
- Consulted and evaluated building and grading projects and provided procedures on permit issuance.

N | V | 5

F. RESUMES

CONTACT INFO

calvin.hara@nv5.com

EXPERIENCE

3 years

EDUCATION

B.A. Environmental Studies

Completed courses
in planning, drafting,
environmental law and
sustainable design

CALVIN HARA

Urban Planner

Mr. Hara has three years of design experience across multiple disciplines, including telecom, landscape architecture and civil design. His design experience, paired with his educational background and tenure as a physical planner, has given him a keen eye for plan review.

Project Experience

Assistant Planner

CITY OF SAN DIEGO | SAN DIEGO, CA

Assistant Planner. Mr. Hara's work consists of reviewing proposed ADU, Multiple ADU, and JADU projects. For these projects, he reviews plans for adherence to the City of San Diego Municipal Code. Utilizing the municipal code, tentative maps and GIS tools, Mr. Hara determines all applicable overlay zones, FAR, height, and setback requirements, among other requirements. Common problems that arise are non-compliance with the City's ADU Bonus Program, the Airport Land Use Compatibility Overlay Zone, community plans, and parking requirements. Mr. Hara, with the oversight of his direct supervisor at the City, communicates directly with applicants to discuss issues with submitted plans and offer potential design solutions that would bring their proposed projects into compliance. He is occasionally tasked with completing secondary reviews for plans that have already gone through other city staff or consultants.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Mr. Hara is part of the team providing the City with review of as-needed private development projects and public works inspection services. Reviews include improvement, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates. NV5 is assisting the City with the development of checklists, standard notes, unit price lists and other documents to standardize and streamline the review/inspection process.

Civil & Water Quality Management Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO, CA

Mr. Hara is providing engineering development review services for a variety of projects ranging from single-family developments to large, multiphase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviewed Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Mr. Hara is part of the team providing on-call engineering plan check services. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.



ADDENDUM ACKNOWLEDGMENT



BEAUMONT
550 E. 6th Street
Phone (951) 572-3236
BeaumontCa.gov

City of Beaumont

Addendum #2

Request for Proposals: CITY STAFF AUGMENTATION AND PROJECT MANAGEMENT SERVICES

Questions & Answers

1. Is this a new contract or renewal of an existing contract?
This is a new contract.
2. If there is an existing contract, could you please share the names of the current vendors and their pricing?
Not applicable
3. What is the estimated budget for this contract?
Unfortunately, no estimates will be provided, as the City is asking consultants to provide their most competitive prices.
4. Is it mandatory to subcontract?
No, it is not mandatory
5. Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day?
Durations will be no greater than 8 hours per day.
6. The RFP mentions a sample of the City's Professional Services Agreement (PSA) by Independent Contractor attached as Exhibit B, but I do not see the attachment. Will the City include it so we may have our legal team review it prior to proposal submission?
The Sample Professional Services agreement can be found in the documents section.

Acknowledgement of Addendum #1 (To be included with proposal)

Signature

Jeffrey M. Cooper, PE

Print Name

Nov. 13, 2024

Date

Fee Schedule



Effective through December 31, 2025. After this time, NV5 will receive a 3% rate increase for each consecutive year beginning January 1, 2026.

ENGINEERING SERVICES

HOURLY RATE**

Principal	\$280
Project Manager	\$218
Quality Assurance Manager	\$210
Traffic Engineer	\$225
Senior Structural Engineer	\$210
Structural Engineer	\$180
Senior Engineer	\$185
Senior Designer	\$155
Project Engineer	\$174
Assistant Engineer	\$128
Designer	\$128
CADD Technician	\$120
Administration	\$98

MUNICIPAL SERVICES

HOURLY RATE**

Program/Project Director	\$220
Project Manager	\$218
City Engineer	\$218
Assistant Project Manager	\$190
Associate Engineer	\$175
Plan Check Engineer III	\$195
Plan Check Engineer II	\$175
Plan Check Engineer I	\$150
Public Works Technician	\$110
Permit Technician	\$110

CONSTRUCTION SERVICES

HOURLY RATE**

Senior Construction Manager	\$205
Construction Manager	\$190
Senior Office Engineer	\$155
Office Engineer	\$128
Construction Administration	\$98

REIMBURSABLE EXPENSES

COST

Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	per IRS standard
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	FAX (A/C, No.):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED NV5, Inc. 1491108 42-829 Cook Street Ste 104 Palm Desert CA 92211	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Navigators Specialty Insurance Company		36056
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Everest Indemnity Insurance Company		10851
	INSURER E: National Fire and Marine Insurance Co		20079
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 21230821 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	21 CSE S88600	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	21 CSE S88601	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 ✓ BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	GA24UMRZ0HBL9IC	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	22 WE BE9P58	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liab	N	N	XC3EX00564-241	5/1/2024	5/1/2025	Ea. Claim/Agg. \$10M/\$10M
E	Prof/Poll Liab			42-EPP-321328-03	5/1/2024	5/1/2025	Ea. Claim/Agg. \$10M/\$20M
A	Bus Per Prop			22 UUN AF9909	5/1/2024	5/1/2025	Limit \$20,415,609

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

SEE PAGE TWO

CERTIFICATE HOLDER

21230821
City of Beaumont
550 E. 6th Street
Beaumont CA 92223

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

A waiver of subrogation applies in favor of The City of Beaumont, its elected and appointed officers, employees, agents and volunteers if required by written contract with respect to General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.

A 30-day notice of cancellation is included if required by written contract per the terms and conditions of the policy.

NV5 Global Workers Compensation Insurer by State

Alaska - Twin City Fire Insurance Company
Alabama - Twin City Fire Insurance Company
Arkansas - Twin City Fire Insurance Company
Arizona - Twin City Fire Insurance Company
California - Sentinel Insurance Company
Colorado - Twin City Fire Insurance Company
Connecticut - Twin City Fire Insurance Company
District of Columbia - Twin City Fire Insurance Company
Delaware - Twin City Fire Insurance Company
Florida - Twin City Fire Insurance Company
Georgia - Property & Casualty Insurance Company of Hartford
Hawaii - Hartford Underwriters Insurance Company
Iowa - Twin City Fire Insurance Company
Idaho - Twin City Fire Insurance Company
Illinois - Twin City Fire Insurance Company
Indiana - Twin City Fire Insurance Company
Kansas - Twin City Fire Insurance Company
Kentucky - Twin City Fire Insurance Company
Louisiana - Twin City Fire Insurance Company
Massachusetts - Sentinel Insurance Company
Maryland - Twin City Fire Insurance Company
Maine - Twin City Fire Insurance Company
Michigan - Twin City Fire Insurance Company
Minnesota - Nutmeg Insurance Company
Missouri - Hartford Underwriters Insurance Company
Mississippi - Twin City Fire Insurance Company
Montana - Twin City Fire Insurance Company
North Carolina - Hartford Insurance Company of the Southeast
North Dakota - Twin City Fire Insurance Company
Nebraska - Twin City Fire Insurance Company
New Hampshire - Twin City Fire Insurance Company

New Jersey - Hartford Underwriters Insurance Company
New Mexico - Hartford Insurance Company of the Southeast
Nevada - Twin City Fire Insurance Company
New York - Hartford Accident and Indemnity Insurance Company
Ohio - Twin City Fire Insurance Company
Oklahoma - Twin City Fire Insurance Company
Oregon - Twin City Fire Insurance Company
Pennsylvania - Twin City Fire Insurance Company
Rhode Island - Twin City Fire Insurance Company
South Carolina - Twin City Fire Insurance Company
Tennessee - Twin City Fire Insurance Company
Texas - Hartford Underwriters Insurance Company
Utah - Twin City Fire Insurance Company
Virginia - Twin City Fire Insurance Company
Vermont - Twin City Fire Insurance Company
Washington - Twin City Fire Insurance Company
Wisconsin - Hartford Casualty Insurance Company
West Virginia - Twin City Fire Insurance Company
Wyoming - Twin City Fire Insurance Company

Policy Number: 21 CSE S88600



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. Incidental Medical Malpractice And Good Samaritan Coverage
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. Any Insured
To any insured, except "volunteer workers".
- b. Hired Person
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers Compensation And Similar Laws
To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

Policy Number: 21 CSE S88600

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the "employee"

additional insured shall be required to
CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your

on your behalf and at your direction will be

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 22 WE BE9P58

Endorsement Number:

Effective Date: 05/01/2024 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: NV5 Global, Inc.
200 S Park RD
Hollywood, FL 33021

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 22 WE BE9P58

Effective Date: 05/01/2024

**Named Insured and Address: NV5 Global, Inc.
200 S Park RD
Hollywood, FL 33021**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **2 %** of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative