

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

APRIL 15, 2014

TITLE

AGREEMENTS WITH JOSEPH C. TRUXAW AND ASSOCIATES, INC. AND COAST SURVEYING, INC. TO PROVIDE CONSTRUCTION SURVEYING SERVICES


CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute agreements with Joseph C. Truxaw, Inc., and Coast Surveying, Inc., subject to nonsubstantive changes approved by the City Manager and City Attorney, to provide as-needed construction surveying services, for a 26-month term expiring June 30, 2016, with the option to extend for two additional one-year terms by written authorization of the City Manager and the City Attorney, for a maximum of four years, in an amount not to exceed \$250,000 each.

DISCUSSION

Approval of this recommended action will allow the City to enter into agreements with Joseph C. Truxaw, Inc., and Coast Surveying, Inc., to provide as-needed construction surveying services for capital improvement projects. Construction surveying is a crucial step in ensuring that construction improvements are built according to plan. In addition, survey crews are responsible for restoring survey monuments and street centerline records after the streets have been disturbed by construction activities, as required by the Business and Professions Code of the State of California (Code).

Several street, water/sewer, and facility improvement projects are identified in the City's Capital Improvement Program, and are expected to be constructed in the upcoming years. Most of these projects will require construction surveying services; however, there is only one City surveyor. To keep up with the workload and to perform tasks required by the Code, it is necessary to retain the services of land surveying firms to supplement the efforts of the City's survey staff. Additionally, the survey firms will assist City staff by providing supplemental map checking services.

On November 4, 2013, a Request for Proposals was issued to solicit qualified consulting firms to perform construction surveying services. Fifteen proposals were submitted by the December 2, 2013 due date. A committee consisting of four Public Works Agency staff members evaluated the proposals. Each proposer was rated according to its qualifications, experience, and capacity to

perform the required work. Proposers with an Initial Proposal Evaluation score of 80 percent or higher were invited for interviews. The final ratings for the firms are as follows:

Proposer	Initial Proposal Evaluation (%)	Final – Interview Evaluation (%)	Rank
Joseph C. Truxaw and Associates, Inc.	91.3	88.0	1
Coast Surveying, Inc.	97.3	85.3	2
RBF Consulting	84.6	83.4	3
VA Consulting, Inc.	83.4	77.0	4
Towill Surveying, Mapping and GIS Services	85.7	67.5	5
Guida Surveying, Inc.	82.9	64.7	6

Staff recommends entering into agreements with the two top-rated firms – Joseph C. Truxaw, Inc., and Coast Surveying, Inc. – in an amount not to exceed \$250,000 for each firm. Construction survey services are often needed on short notice; therefore, retaining two firms ensures that at least one firm is available. The services will be provided on as-needed basis as requested by City staff.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

The total obligation of these agreements shall not exceed \$250,000 for each firm. Costs shall be charged to the capital improvement project requiring the services.

APPROVED AS TO FUNDS AND ACCOUNTS:



Edwin "William" Galvez, P.E.
 Interim Executive Director/
 Public Works Agency



Francisco Gutierrez
 Executive Director/
 Finance & Management Services Agency

EWG/CC

- Exhibits: 1. Agreement with Joseph C. Truxaw and Associates, Inc.
 2. Agreement with Coast Surveying, Inc.

EXHIBIT 1

**CONSULTANT AGREEMENT FOR
CONSTRUCTION SURVEYING SERVICES WITH
JOSEPH C. TRUXAW AND ASSOCIATES, INC.**

THIS CONSULTANT AGREEMENT made and entered into this 15th day of April, 2014 by and between Joseph C. Truxaw and Associates, Inc., a California corporation (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of construction surveying services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

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

1. SCOPE OF SERVICES

Consultant shall perform construction surveying services for City projects, on an on-call basis, as set forth in the City's Request for Proposals – Scope of Services dated November 4, 2013, attached hereto as Exhibit A, and the Consultant's Proposal, attached hereto as Exhibit B. All Exhibits to this Agreement are incorporated by this reference.

2. DELIVERY OF WORK PRODUCT

Consultant shall deliver to City all work product which results from the services provided. Said work product shall be submitted in a hard copy and produced in a form compatible with City's computer system, as agreed between the City's Project Manager and Consultant.

In regard to material produced as a deliverable under the Agreement, including but not limited to books, reports, plans, photographs, drawings, videotapes, and computer programs, Consultant agrees, for itself and its affected officers, employees, agents, contractors, and volunteer workers, that the authors of all such material, whether copyrighted or not, award to the City, and to its officers, agents and employees acting within the scope of their official duties, as a condition of payment to the Consultant, a royalty-free, nonexclusive, irrevocable license throughout the world to disclose, publish, translate, reproduce, and use such materials.

3. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in Exhibit C. The total sum to be expended under this Agreement shall not exceed \$250,000.00 during the initial two-year term of this Agreement.

b. The total sum to be expended under this Agreement shall not exceed \$250,000.00 during each of the subsequent one-year option periods.

c. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

Exhibit 1

25E-4

4. TERM

This Agreement shall commence on May 1, 2014 and terminate on June 30, 2016, unless terminated earlier in accordance with Section 13, below. The City Manager shall have the option to extend the term of this Agreement for up to two (2) additional one-year option periods, on the same terms and conditions set forth herein.

5. INDEPENDENT CONTRACTOR

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

6. INSURANCE

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

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, and in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

d. Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this Agreement (including, without limitation, defects in workmanship and/or materials) or Consultant's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST CLAUSE

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

10. NOTICE

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

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

With courtesy copies to:

Public Works Agency – Construction Engineering
City of Santa Ana
20 Civic Center Plaza (M-22)
Santa Ana, California 92702
Facsimile: 714-647-5058

and City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Facsimile: 714-647-6515

To Consultant: Joseph C. Truxaw and Associates, Inc.
Attn: Joseph G. Truxaw
265 S. Anita Drive, Suite 111
Orange, California 92868
Facsimile: 714-918-6277

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

11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

12. ASSIGNMENT

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

13. TERMINATION

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

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

14. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

15. JURISDICTION - VENUE

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

16. PROFESSIONAL LICENSES

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

17. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

DAVID CAVAZOS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: *Lisa Storck*
Lisa Storck
Assistant City Attorney

JOSEPH C. TRUXAW AND ASSOCIATES, INC.

RECOMMENDED FOR APPROVAL:

JOSEPH G. TRUXAW
President

EDWIN "WILLIAM" GALVEZ, P.E.
Interim Executive Director - PWA

Exhibit A – Request for Proposal – Scope of Services

I. DESCRIPTION AND SCOPE OF WORK

The City of Santa Ana is issuing this Request for Proposals (RFP) for Construction Surveying and Map Checking Services.

Construction Surveying Services

In general, the Consultant shall perform monument preservation and construction staking for various City projects on an as-needed basis. A California-licensed land surveyor shall be in responsible charge of all survey work performed under the contract.

The Consultant's services shall include, but not be limited to, the following:

- A. Research existing County and City records for survey monuments within the project area.
- B. Prior to any clearing, removal, or excavation efforts, perform a diligent search for property line monuments, street centerline monuments, and benchmarks within the project area, recording their identities and precise locations in reference to monuments or witness monuments that will not be disturbed during construction. The records of these monuments and references shall conform to Section 8771 of the Business and Professions Code of the State of California. After completion of the construction, any monument disturbed or removed during construction shall be reset, conforming to Section 8771. Each centerline intersection shall be drawn on a single Corner Record showing local tie points and tie distances. The Corner Records shall be drafted in Microstation (version 8 or earlier), and a digital copy of each submitted to the City.
- C. Provide construction staking for project improvements. Records of the line and grade stakes (cut sheets) shall be on forms provided by the City, and the originals shall become the property of the City upon completion of each survey request. The City will provide digital construction plans and specifications for each project. The consultant shall furnish hard copies of plans for field personnel as needed.
- D. Set line and grade stakes in accordance with the plans and specifications. Notify the City immediately of any discrepancies or design errors discovered on the plans during staking or when verifying the line and grade of existing improvements at join points.
- E. Complete the construction staking within the time frame specified on the Survey Request Form, or (given minimum notice) commence the staking no later than two working days from the receipt of the request, providing continuous service until the request is complete.
- F. Furnish all office support, labor, materials, equipment, tools, and incidentals necessary to complete the specified surveys. The costs for these items shall be included in the hourly or lump sum costs and no additional compensation will be allowed therefore.

- G. Attend meetings with City's staff as required.

Map Checking Services

- H. Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
- I. Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
- J. Review title report and existing easements for correct plotting and references.
- K. Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
- L. Provide a set of redline check prints showing the redlined comments, and required corrections and information.
- M. Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
- N. Provide a timesheet with items L. and M. above at the end of every review. The timesheet must include, but is not limited to, project name, review number, dates, review hours, hourly rate, and total cost.

Miscellaneous Services

- O. Provide survey services as requested. A detailed scope of work will be outlined when specific project is assigned to the consultant. Services shall include, but are not limited to, cross-sections, intersection grids, centerline determination, digital terrain models (.dtm), right of way determination, utility profiles and exhibits.
- P. Generate a computer drawing in Microstation V8 format showing survey per the attached City of Santa Ana CADD Standards (Attachment B) as well as the sample survey drawing on the City of Santa Ana website listed in item 4 below:
- Q. All survey needs to be prepared to the satisfaction of the City's Senior Surveyor and meet the following standards:
- R. Horizontal control shall be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values shall be provided in U.S. Survey Feet. The County control points shall determine the Basis of Bearing for the project.
- S. Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations shall be provide in U.S. Survey Feet.
- T. Horizontal alignment(s) for the project shall be tied to the survey centerline monuments within the project area.

- U. With the coordinate values, a full location and detailed description, including point character with reference(s), shall be provided for all found and set monuments for the project. For this purpose, a sketch of the control network is required.
- V. Copies of all survey field notes and raw data files shall be provided along with a listing of the final coordinates for all surveyed points. The digital file format for the listing shall be: point number, northing, easting, elevation, description (comma delineated with no spaces, one point per line). The coordinate precision shall be one hundredth of a foot.
- W. At any given time the City may need to mobilize survey crews to different project sites, the consultant shall have a minimum of three (3) survey crews for mobilization.
- X. All City CADD standards as well as Microstation configuration files are located at:
- Y. <http://www.santa-ana.org/pwa/EngineeringServices.asp>

II. IMPLEMENTATION

- A. City staff shall have the right to modify, reduce, or delete the services as needed by City.
- B. The term of the contract shall be for two (2) years which shall commence on the date that City Council approves the award or the date that all required bonds and insurance have been approved by the City Attorney, whichever occurs last.

III. PERFORMANCE SCHEDULE

- A. City staff will provide written request for quotes. The consultant will respond, in writing within 3 working days. The City can request lump sum or hourly rate quotes. The consultant shall provide backup documentation for all expenses upon City request.
- B. Upon approval and within 7 working days, the City shall issue the Notice to Proceed. Survey work shall begin within 2 working days from the receipt of the Survey Request Form. Map checking work shall begin as indicated on the Notice to Proceed.
- C. The City reserves the right to assess liquidated damages or terminate the contract.
- D. City staff shall have the right to negotiate the terms of the quote.

Exhibit B – Consultant's Proposal

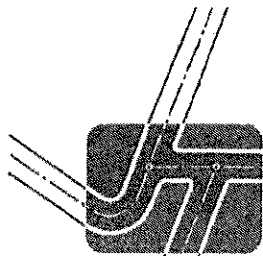
CONSTRUCTION SURVEYING SERVICES
RFP NO. 13-063

STATEMENT OF QUALIFICATIONS
DECEMBER 2013

CITY OF SANTA ANA
PUBLIC WORKS AGENCY
CONSTRUCTION ENGINEERING

PREPARED BY:
Joseph C. Truxaw and Associates, Inc.
265 S. Anita Drive, Suite 111
Orange, CA 92868
(714) 935-0265





Joseph C. Truxaw and Associates, Inc., Civil Engineers and Land Surveyors

December 2, 2013

Mr. Carlos Castellanos, PE
City of Santa Ana
Public Works Agency, Construction Engineering
20 Civic Center Plaza
Santa Ana, CA 92702

RE: Statement of Qualifications, Construction Surveying Services, RFP No. 13-063

Dear Carlos,

On behalf of Joseph C. Truxaw and Associates, Inc., I am pleased to respond to your request for Construction Surveying Services. We are in receipt of the RFP dated November 4, 2013 and Addenda 1-3. Truxaw and Associates is uniquely qualified to provide these services for the following reasons:

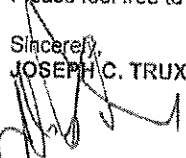
- Recent and relevant experience with exactly the same services requested in the RFP,
- 40 years of consistent and favorable working relationships with City of Santa Ana staff and management,
- Successfully completed over 180 civil engineering, land surveying, and mapping projects within the City,
- Professional land surveyors and engineers with expertise in the requirements expected by the Public Works Department and Construction Engineering Division,
- Nearby office within 10 minutes of Santa Ana City Hall,
- Will serve the City on short notice and acknowledge that time is of the essence to the City in the performance of our duties for the requested services.

Joseph G. Truxaw, PLS, President will serve as the Project Manager/Principal Agent (single point of contact) for the City of Santa Ana throughout the duration of our agreement. I have over 39 years' experience in land surveying and project management.

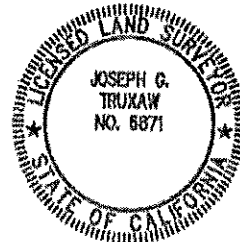
The Truxaw firm of 23 professionals, including 3 Licensed Land Surveyors, 1 Land Surveyor in Training, 5 Professional Civil Engineers and 1 Engineer in Training, together with an efficient support staff, is optimally sized to handle large projects while maintaining a personalized "small" firm relationship which public agencies have enjoyed for many years.

We look forward to working with you and the Public Works Construction Engineering Section. Please feel free to contact me with any questions.

Sincerely,
JOSEPH C. TRUXAW AND ASSOCIATES, INC.


Joseph G. Truxaw, PLS
President
joetruxaw@truxaw.com

265 S. Anita Dr.
Suite III
Orange, CA 92868
(714) 935-0265
FAX (714) 935-0106



Joseph C. Truxaw and Associates, Inc.
Civil Engineers and Land Surveyors
(714) 935-0265

Construction Surveying Services
City of Santa Ana
December 2013

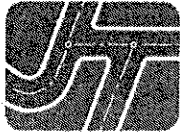


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Firm Profile

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Exhibit G – Responsible Proposer – Supplemental Questionnaire

Exhibit H – Non-Collusion Affidavit

Exhibit I – Sample Additional Insured Endorsement for Commercial General Liability Policy

Fee Envelope (Separate Sealed Envelope)

Exhibit C – Proposers Statement and Proposal Item Pricing



FIRM PERSONNEL EXPERIENCE

Firm Profile

Joseph C. Truxaw and Associates, Inc. is an Orange County based professional corporation of civil engineers and land surveyors. Incorporated in 1975, the firm grew from a private consulting practice founded by Joseph C. Truxaw while he was City Engineer and Director of Public Works for the City of La Palma, California.

The organization has a diverse client base, serving developers, public agencies, architects, food service corporations, title companies, and construction firms. Truxaw and Associates' project locations include California, Arizona, and Nevada, giving the firm experience working with and obtaining approvals from over 400 public agencies.

The principals of Truxaw and Associates are keenly aware that the keys to client satisfaction are timely communication, quality, accurate plans and specifications, and close attention to schedules and budgets.

Organizational Chart

The Truxaw and Associates' Organizational Chart is shown on the next page. The key personnel for this RFP are in red text.



Joseph C. Truxaw & Associates, Inc.

Joseph G. Truxaw, PLS
President

Stephen M. Hager, PLS
Vice President

William T. Truxaw, PE
Vice President

**Administrative
Tech Support**

Patty Felker
Controller

Lauren Martin
Administration

Debbie Elmer
Special Projects

Land Surveying

Joe Deal, LSIT
Survey Coordinator

Jesus Guzman, PLS
Crew Chief

Daniel Rodriguez
Crew Chief

Levi Hager
Surveyor

Mark Truxaw
Surveyor

Sterling Hager
Surveyor

Civil Engineering

Craig Di Bias, PE
Senior Project Manager

Humberto Vidales, PE
Project Engineer

Tony Prescott, PE
Project Engineer

Randy Decker, PE
CADD Engineer

Bryce Lowrance, EIT
CADD Engineer

CADD

Dave Lowrance
CADD Manager

Steve Sianez
CADD Engineer

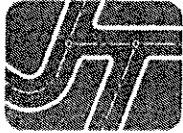
John Hamel
CADD Engineer

Daniel Truxaw
CADD Technician

Craig Lee
Survey CADD Manager

Jubilee Hager
CADD Technician

The key personnel for this RFP are in red text.



Names and Experience of Personnel

Under the direction of the Project Manager/Principal Agent, Joseph G. Truxaw, PLS, the following key personnel will be assigned, on an "as-needed" basis for specific tasks or projects for the City of Santa Ana, as requested by the City's Senior Surveyor. As shown on the Organizational Chart, additional qualified Truxaw staff members are available and will be assigned for larger projects as required. All Truxaw staff has current and relevant experience working in the City of Santa Ana.

Please see key personnel resumes following this section.

Joseph G. Truxaw, PLS, Project Manager/Principal Agent

Mr. Truxaw has 39 years of experience in public works land surveying and mapping, construction surveys, ALTA surveys, right-of-way engineering, boundary analysis and project management. He is also responsible for civil feasibility studies, grading and drainage, utility and street improvement design. Mr. Truxaw will be in responsible charge of all surveys and will sign and seal all deliverables for the City of Santa Ana.

Joe D. Deal, LSIT, Survey Coordinator

Mr. Deal has 25 years of experience in the land Surveying. He has spent the last 14 years working at Truxaw & Associates as a party chief, and now in his current position as Survey Coordinator. His responsibilities include scheduling of crews, safety coordination and communicating with clients, survey calculations and CADD drafting.

Craig Lee, Survey CADD Manager

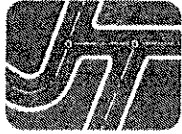
Mr. Lee has 33 years of experience in survey computations, legal descriptions, mapping and civil engineering design. Mr. Lee has vast knowledge in CADD Engineering/Survey software. He has experience producing and plan checking survey documents for multiple public agencies in Southern California. In his position of Survey CADD Manager, Mr. Lee's responsibilities include supervision of CADD drafters, as well as calculations, production design and drafting.

Jesus Guzman, PLS, Crew Chief

Mr. Guzman's 15 year survey career includes experience with boundary, topographic, ALTA, construction, control, tunnel, aerial, RTK, DGPS, RTN-RTK, and GPS fast static and conventional surveys. He is also experienced preparing and submitting survey estimates and proposals, administration of survey contracts, preparing and scheduling daily survey field work, drafting of corner records, ALTA Surveys, Record of Surveys, Parcel and Final Maps, downloading and processing daily survey field work, preparing of survey base sheets, legal descriptions and project and survey research.

Daniel Rodriguez, Crew Chief

Mr. Rodriguez's 12 years as Crew Chief for Truxaw and Associates, includes extensive public works construction surveys, boundary, monument preservation, ALTA Surveys and mapping. Daniel is highly efficient and precise.



Percentage of Time Breakdown

The percentage of time that individual Truxaw and Associates' staff will invest in a particular project for the City of Santa Ana will vary depending on the nature of the requested task and deliverables required. In general, the following guidelines will apply.

Project Manager/Principal Agent

10% Interface and meetings with City staff and Quality Assurance

Survey Coordinator

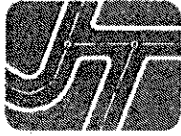
10% Survey Crew scheduling, Safety, Office Calculations, Quality Control

Survey CADD Manager

10% CADD Drafting, Map Checking, Final Deliverables

Survey Crew

70% Field Surveys, Field Data Post Processing, Quality Control



JOSEPH G. TRUXAW, PLS, PRESIDENT
Joseph C. Truxaw and Associates, Inc.

Professional Experience

Mr. Truxaw's 39 years experience with Truxaw and Associates encompasses every aspect of the firm's professional land surveying and civil engineering services. Mr. Truxaw specializes in land surveying and mapping, construction surveys, ALTA surveys, right-of-way engineering, boundary analysis and project management. He has effectively implemented state-of-the-art surveying and civil engineering automation including the use of robotic total station-data collection/stakeout field technology and AutoCAD/civil 3D design and drafting software in the office.

Professional Registration

Professional Land Surveyor No. 6871 (California)

Professional Memberships

Member of California Land Surveyors Association
Member of American Congress on Surveying and Mapping

Representative Clients

City of Anaheim
City of Orange
City of Santa Ana
City of Mission Viejo

City of Tustin
County of Orange
Disneyland Resort
Land America Lawyers Title Insurance

Mapping, Surveying and Plan Checking Clients

City of Anaheim, Anaheim, CA

Mr. Truxaw has been responsible for checking and preparing over 100 legal descriptions, record maps, certificates of compliance, and lot line adjustments for the City of Anaheim Public Works Department. Joe has been instrumental in creating Plan Check Lists which are now used by City staff. Additionally, Truxaw and Associates provides surveying services to the City on an on-call basis. Joe Truxaw has directed construction related surveys such as construction staking, pre and post-construction corner records and settlement monitoring on City projects.

City of Orange, CA

Both the City Water Division and the Public Works Department have called on Joe Truxaw for surveying services. Joe is responsible for checking legal descriptions submitted by developers to the City of Orange Water Division. For the Public Works Department Joe has prepared legal descriptions and other record documents required by the City to acquire property for street widening projects.

City of Mission Viejo, CA

The City of Mission Viejo has depended on the expertise of Joe Truxaw in the review of lot line adjustments, easement legal descriptions and other record documents submitted by developers. The City has expressed their satisfaction with Joe's timely and comprehensive responses to their plan checking requests.

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City of Santa Ana
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JOE DEAL, LSIT, SURVEY COORDINATOR
Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Deal has twenty-five years of experience in the land Surveying and civil engineering profession. His career started with the County of Orange Survey Division in 1988. While at the County he worked with state of the art equipment on large scale capital projects including roads, bridges, dams and hydrographic surveys. He spent several years working at Orange County's John Wayne Airport as a member of the Divisions airport survey crew. He has spent the last fourteen years working in the private industry at Joseph C. Truxaw & Associates as a party chief, and now in his current position as Survey Coordinator. His responsibilities include scheduling of crews and communicating with clients, survey calculations and CADD drafting.

PROFESSIONAL CERTIFICATION

LSIT No. ZLD05798
Rancho Santiago Survey Program

PROFESSIONAL MEMBERSHIP

Member of American Congress on Surveying and Mapping
Member of California Land Surveyors Association

KEY PROJECTS

City of Anaheim On-Call Surveying
City of Fullerton On-Call Surveying
City of Orange On-Call Surveying
Disney California Adventure Quality Control and Construction Surveys
California Coastal Commission Erosion Control Survey
Disneyland Matterhorn Laser Scan Survey
El Toro Marine Base Remediation/Utility Survey
Newport Harbor Hydrographic Survey

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CRAIG LEE, SURVEY CADD MANAGER
Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Lee has thirty-three years of experience in civil engineering and survey design along with drafting experience with increasing levels of responsibility. Mr. Lee has vast knowledge in AutoCAD Engineering/Survey software. In his position of Survey CADD Manager, Mr. Lee's responsibilities include training and supervision of CADD drafters, as well as calculations, production design and drafting.

CREDENTIALS

Associate in Arts, Rio Hondo College, Whittier, California 1972

KEY PROJECTS

City of Anaheim On-Call Surveys, Right-of-Way Engineering and Mapping

Prepare hundreds of corner records for monument preservation, topographic surveys, boundary surveys, construction staking calculations, parcel maps, legal descriptions and plats for public utility easements and right-of-way takes, all per City of Anaheim requirements

Walt Disney Imagineering, Anaheim, California

Prepare legal descriptions and CADD exhibits for street right-of-way dedications and landscape maintenance district for the Disney Resort.

City of Fullerton

On-call surveys, topographic, right-of-way engineering, monument preservation survey.

City of Orange, Orange, California

Prepare legal descriptions and CADD exhibits for street right-of-way dedications and temporary construction easements for the improvements along Main Street and Chapman Avenue.

Seward RE, L.P. - State College Design Center, Anaheim, California

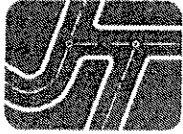
Responsible for tentative and final map preparation, survey and office calculations, processing with local and county agencies, coordination with client, agencies and consultants for subdivision of 12 industrial parcels.

DDR Properties, Fullerton, California

Responsible for the processing and preparation of Record of Survey. CADD topographic and grading plan for the development of a multi-story office complex.

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JESUS H. GUZMAN, PLS, CREW CHIEF
Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Guzman's 15 year survey career includes experience with boundary, topographic, ALTA, construction, control, tunnel, aerial, RTK, DGPS, RTN-RTK, and GPS fast static and conventional surveys. He is also experienced preparing and submitting survey estimates and proposals, administration of survey contracts, preparing and scheduling daily survey field work, drafting of corner records, ALTA Surveys, Record of Surveys, Parcel and Final Maps, downloading and processing daily survey field work, preparing of survey base sheets in AutoCAD Civil3D, legal descriptions and project and survey research.

Mr. Guzman also has civil engineering experience including consultant engineering adjunct staff for the Cities of Buena Park, Diamond Bar, Villa Park, San Gabriel, Stanton. Tasks included agency Parcel Map, Final Map, Lot Merger and Lot Line Adjustment plan checking. Public Improvement Plan check, (Street, Storm Drain, Sewer, Street Lighting, Grading), Public Works Inspector, City CIP Administration, Engineer Tech and Permit Technician.

PROFESSIONAL REGISTRATION

Professional Land Surveyor No. 8648 (California)

KEY PROJECTS

City of Anaheim On-Call Surveying (corner records, topographic surveys)
Apple Store – Santa Monica, CA
Disney's California Adventure, Paradise Pier, Anaheim, CA
Disney's California Adventure Buena Vista Street, Anaheim, CA
City of Lake Forest On-Call Surveying (centerline tie monumentation)
Tustin Airbase Backbone Infrastructure
Port of Los Angeles
Metropolitan Water District Tunnels (City of Highland)

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IMPLEMENTATION PLAN

Joseph C. Truxaw and Associates, Inc. (Truxaw) is prepared and qualified to provide on-call professional land surveying services to the City of Santa Ana Public Works Agency Construction Engineering Section in all Survey Tasks as identified in the RFP. Please review more specific details of each sub-task below.

Our track record, providing land surveying services to many public agency survey departments, proves that we have the necessary knowledge and experience in effective project management skills to successfully support the city's projects with proper management and timely coordination of survey crews.

All Truxaw survey personnel have extensive knowledge and experience in Public Works map checking, construction, topographic, boundary, engineering, and geodetic survey control methods. Key personnel are experts at understanding and interpreting construction plans and specifications. Our crews will comply with all Federal, State and local safety regulations and be properly attired and equipped at all times.

We have the required knowledge and experience and are very familiar with the typical duties, responsibilities and equipment required of Survey Consultants, as outlined in the RFP.

Truxaw surveyors take pride in maintaining open lines of communication and good public relations on all projects and are particularly sensitive to the fact that they represent the City of Santa Ana while performing City consulting services.

GENERAL

- a) Truxaw will thoroughly review the survey request for each project and conduct public record research as required.
- b) Truxaw will review the project requirements and/or attend a pre-project meeting with the City's Senior Surveyor.
- c) Horizontal control will be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values will be provided in U.S. Survey Feet. The County control points will determine the Basis of Bearing for the project.
- d) Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations will be provide in U.S. Survey Feet.
- e) Electronic coordinate files will be stored in Point Number, Northing, Easting, Elevation and Description (P,N,E,Z,D) format compatible with Microstation V8. RAW field book data files will be maintained and available to the City, if requested.
- f) Truxaw will use the City's CADD Standards in Microstation V8 as a standard template.
- g) Truxaw will provide the City Surveyor representative with weekly status reports on all ongoing work activities.

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TOPOGRAPHIC SURVEYS

- a) Truxaw will provide the City with an electronic surface model compatible with Microstation V8.
- b) Truxaw will provide the City with electronic DNG, PDF, and ASCII files of the completed project.
- c) Truxaw will perform any other topographic or as-built surveying related work as it becomes necessary.

AS-BUILT SURVEYS

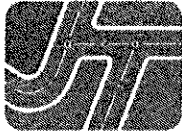
- a) Truxaw will perform surveys as required to locate existing structures for analyzing potential problem areas in engineering works.
- b) Truxaw will provide the City with field notes, sketches and electronic files as specified in the "General" section above as required to convey as-built data.
- c) Truxaw will locate potholes as required to determine existing horizontal and vertical location of fixed works (in P,N,E,Z,D format) and provide said information to the City as specified in the "General" section above.

CONSTRUCTION LAYOUT

- a) Truxaw will review construction project plans, details and specifications and attend pre-construction meetings as requested.
- b) Truxaw will respond to a written request for construction staking within one working day. Truxaw will utilize city's Work Order forms to facilitate communication with the City and contractors as designated by the City. Truxaw will maintain detailed and accurate records of Requests for Construction Staking from the contractor on the City approved form.
- c) Truxaw will provide construction staking and quality control according to the staking policy, and per industry standards. All final reports, cut sheets and survey notes are reviewed, signed and sealed by a Licensed Land Surveyor in accordance with state law.
- d) Truxaw will provide the contractor, the inspector and the City's representative with grade sheets for all staking on the approved form.
- e) Truxaw will provide the City's Senior Surveyor with weekly status reports on all ongoing work activities.
- f) Truxaw surveyors take pride in maintaining open lines of communication and good public relations on all projects and are particularly sensitive to the fact that they represent the City of Santa Ana while performing City consulting services.
- g) Truxaw will perform any other construction surveying related work as it becomes necessary.

MONUMENT PRESERVATION

- a) Truxaw will research existing City tie notes, mapping and filed Corner Records and perform a thorough reconnaissance for existing record monuments in areas of pending construction as directed by the City's Senior Surveyor.
- b) Truxaw will recover and accurately survey existing monuments and ties and document the results of the survey with a pre-construction Corner Record or Record of Survey, as required in compliance with the State of California's Land Surveyor's Act Section 8771.



- c) New monuments or ties will be set as required, in compliance with the State of California's Land Surveyor's Act Section 8771 and customs of the City of Santa Ana.
- d) Copies of the filed pre and post-construction Corner Records or Record of Survey as required will be provided to the City Surveyor.

HORIZONTAL AND VERTICAL CONTROL

- a) As requested by the City's Senior Surveyor, Truxaw will provide permanent control points for topographic or construction surveys.
- b) Horizontal control will be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values will be provided in U.S. Survey Feet. The County control points will determine the Basis of Bearing for the project.
- c) Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations will be provided in U.S. Survey Feet.
- d) Truxaw will provide the City's Senior Surveyor with copies of field notes, and raw electronic field book showing methodology, closures and any adjustments.
- e) Final adjusted coordinate points will be stored in Point number, Northing, Easting, Elevation and Description (P,N,E,Z,D) format compatible with Microstation V8.

MAP CHECKING

- a) Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
- b) Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
- c) Review title report and existing easements for correct plotting and references.
- d) Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
- e) Provide a set of redline check prints showing the redlined comments, and required corrections and information.
- f) Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
- g) Provide a timesheet with items L. and M. above at the end of every review. The timesheet must include, but is not limited to, project name, review number, dates, review hours, hourly rate, and total cost.

OFFICIAL MAP PREPERATION AND BOUNDARY SURVEYS

- a) Official Maps, including Records of Surveys, Parcel Maps, Lot Line Adjustments, and Certificates of Compliance will be prepared in compliance with applicable state law and local custom at the request of the City's Senior Surveyor.
- b) Boundary surveys will be completed in accordance with applicable State law and local custom. Truxaw is extremely familiar with the local boundary, tract and mapping nuances in the City of Santa Ana having completed over 180

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surveys in the past 30 years within the city limits. Our archived files are a valuable supplement to the public records, often expediting control work necessary to complete a boundary task.

- c) Recorded copies of said maps and documents will be provided to the City Surveyor.

To ensure a quality work product for all assignments received from the City of Santa Ana, Truxaw and Associates initially will prepare a Quality Assurance/Quality Control Plan with a Project Time/Cost Proposal including the following information:

- 1) A work progress schedule with project milestones identified and estimated delivery dates for deliverables, together with an itemized cost estimate to include the manpower resources required to complete each deliverable.
- 2) The name of the licensed professional in responsible charge of the specific assignment.
- 3) A roster of the individuals who will be performing the work and the classifications of such individuals.
- 4) The equipment and procedures to be used to ensure compliance with contract specifications.
- 5) Each assignment will have constant principal level review and oversight by the Project Manager/Principal Agent, who is also the Land Surveyor in responsible charge of the work. All final deliverables will contain the signature and seal of the Land Surveyor in charge signifying his approval of the deliverables.

EXHIBIT D

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: City of Anaheim Contact Individual: Ian Easton, PLS
Address: 200 S. Anaheim Blvd., Suite 276 Phone Number: (714) 765-5284
Anaheim, CA 92805 Facsimile Number: _____
Contract Amount: Time and Materials/No Cap Year: 2000 to Present
Description of supplies, equipment, or services provided:
On Call Land Surveys

Reference

Customer Name: City of Mission Viejo Contact Individual: Joe Ames, P.E.
Address: 200 Civic Center Phone Number: (949) 470-3091
Mission Viejo, CA 92691 Facsimile Number: _____
Contract Amount: Time and Materials On Call, \$50,000 Limit Year: 2008 to Present
Description of supplies, equipment, or services provided:
City Surveyor, Map/Plan Checking, On Call Surveys

Reference

Customer Name: City of Orange - Water Division Contact Individual: Tuan Cao, P.E.
Address: P.O. Box 449 Phone Number: (714) 288-2475
Orange, CA 92856 Facsimile Number: _____
Contract Amount: Time and Materials On Call Year: 1995 to Present
Description of supplies, equipment, or services provided:
On Call Surveys and Easement Documentation

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



EXHIBIT D – PRIOR EXPERIENCE AND REFERENCES

Project Name	Agency	Agency Contact
On-Call Surveys	City of Anaheim Public Works Dept. Survey Section	Ian Easton, LS 200 S. Anaheim Blvd., Anaheim, CA 92805 714-765-5284
City Surveyor Map & Easement Preparation & Checking	City of Mission Viejo Public Works	Joe Ames, PE 200 Civic Center, Mission Viejo, CA 92691 (949) 470-3091 & (949) 470-8419
Design Surveys for CIP projects	City of Orange Water Division	Tuan Cao, PE Son Tran, PE 189 Water St., Orange, CA 714-288-2475
Harbor Boulevard & Other Streets (3 miles)	City of Garden Grove	Kamyar Dibaj 11222 Acacia Parkway Garden Grove, CA 92842 (714) 741-5186
Santiago Canyon Road and Cannon Street Critical Intersection	City of Orange Public Works	Paul Tran, PE 300 E. Chapman Ave., Orange, CA 714-744-5553
On-Call Easement Checking	City of Orange Water Division	Ramona Takahashi 189 Water St., Orange, CA 714-288-2475
Anaheim Redevelopment Agency: Excess Caltrans Parcels	City of Anaheim Redevelopment Agency/Planning	Greg Haslings 200 S. Anaheim Blvd., Anaheim, CA 92805 714-765-5100
Tustin & Meats Critical Intersection (1/2 mile)	City of Orange Public Works	Medel Llanes, PE 300 E. Chapman Ave., Orange, CA 714-744-5535
Chapman & Prospect Critical Intersection (1/4 mile)	City of Orange Public Works	Majid Farhat, PE 300 E. Chapman Ave., Orange, CA 714-744-4300, ext 5791
On-Call Plan Checking and Map Checking	City of Tustin Public Works	Katy Lee 300 Centennial Way, Tustin, CA 92780 714 573-3177
Bastanchury from Rose to Casa Loma (1-1/2 miles)	City of Yorba Linda Public Works	Chris Johansen, PE 4845 Casa Loma Avenue, Yorba Linda, CA 92885 714-961-7170
On-Call Plan Checking	City of Fullerton Engineering Department	Ron Wallin, PE (retired) 303 W. Commonwealth, Fullerton, CA 714-738-6962
Personal Reference	City of Santa Ana Public Works	John Gonzalez, Surveyor 20 Civic Center Plaza, Santa Ana, CA (714) 647-5662

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EXHIBIT E

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

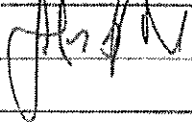
PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Joseph C. Truxaw and Associates, Inc.
Signed and Printed Name:  JOSEPH G. TRUXAW
Title President
Date 12.2.13

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

EXHIBIT F

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

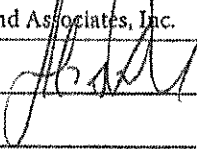
CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation by a subcontractor or vendor as a result of such direction by the administering agency, the

contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended, no discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor violating this section is subject to all the penalties imposed for a violation of the chapter.

Firm Joseph C. Truxaw and Associates, Inc.
Signed and Printed Name:  JOSEPH C. TRUXAW
Title President
Date 12.2.13

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

EXHIBIT G (REVISED)

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

RESPONSIBLE PROPOSER -- SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number? 38 years

If you performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss, or license, please complete an additional and separate questionnaire.

2. What is your firm's average gross revenue for the last three years? \$ 3,100,000.00

3. Is your firm currently the debtor in a bankruptcy case? Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to Question 2, above.) Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

5. Has any California State License Board license held by your firm or its responsible managing employee or responsible managing officer been suspended within the last five years? Yes No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a services contract with either a public or private owner? Yes No

7. Has your firm ever defaulted on a contract? Yes No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration? Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration? Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private? Yes No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? Yes No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes No

If "yes," identify on a separate page, the person or persons convicted, the court case and number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. N/A %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required? Yes No

17. Has Cal-OSHA cited and assessed penalties against the contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? Yes No

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the contractor or its associates in the past five years? Yes No

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? Yes No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

City of Santa Ana - Public Works Agency
Construction Surveying Services RFP
Page 29 (ADDENDUM NO. 3)

EXHIBIT H

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

NONCOLLUSION AFFIDAVIT

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

To the CITY OF SANTA ANA

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

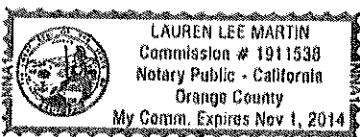
Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed [Signature]

State of California, County of Orange

Subscribed and sworn to (or affirmed) before me on this 22 day of November, 2013, by Joseph M. [Signature], proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Notary Public Signature



Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Exhibit I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2013

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

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

PRODUCER JOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92655 www.joainsurance.com CA License #0E67768	CONTACT NAME (AVC) Betty Tran PHONE (AVC No. Ext): 949-860-1790 FAX (AVC No.): 949-297-5960 E-MAIL ADDRESS: betty.tran@joains.com INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 18090832 REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input checked="" type="checkbox"/> SECT. <input checked="" type="checkbox"/> LOC	<input checked="" type="checkbox"/>	PSB0001259 Scheduled AI Endt #PPB3130610 Professional Services performed by the Insured are Excluded	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED <input type="checkbox"/> AUTOS <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation	<input checked="" type="checkbox"/>	PSA0001069 Designated Insured Endt #CA20481013 Primary/Non-Contributory and Blanket Waiver of Subrogation Included in Coverage Form #PPA3000311	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS CLAIMS-MADE		PSE0001215 Following Form Policy Excludes Professional Liability	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y N/A	RSW0001262 Waiver of Subrogation Endt #VVC0403080484	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATE- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH- <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is an Additional Insured with respect to General Liability (GL) and Automobile Liability but only when required by written contract with the Insured prior to an occurrence as per Endorsements noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are parties to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancel/10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER Job/Project Reference - For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and assigns, etc. cannot be included. Only "specific entity" names will appear.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Igram
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Policy Number: PSB0001259
Named Insured: Joseph C. Truxaw and Associates, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS
SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

Schedule

Name of Person(s) or Organization(s):
- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and

1. **SECTION II C. Who is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of insurance.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I- PROPERTY AND SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER: PSA0001089

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Joseph C. Truxaw and Associates, Inc.

Endorsement Effective Date: 10/31/2013

SCHEDULE

Name Of Person(s) Or Organization(s):
- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II -- Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I -- Covered Autos Coverages of the Auto Dealers Coverage Form.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II -- LIABILITY Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II -- LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

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

C. Blanket Additional Insured

The following is added to the **SECTION II -- LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II -- LIABILITY COVERAGE.**

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV -- BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II -- LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II -- LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III -- PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/31/2013
Insured
Joseph C. Truxaw and Associates, Inc.

Policy No. PSW0001252
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2013

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

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

PRODUCER IOA Insurance Services 130 Vant's, Suite 250 Aliso Viejo, CA 92656 www.ioausa.com INSURED Joseph C. Truxaw and Associates, Inc. 285 S. Anita, Suite 111 Orange CA 92868	CONTACT NAME: (AVC) Betty Tran PHONE (A/C No. Ext.): 949-980-1790 FAX (A/C No.): 949-297-5880 E-MAIL ADDRESS: betty.tran@ioausa.com INSURER(S) AFFORDING COVERAGE INSURER A: B.L.I. Insurance Company NAIC # 13086 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES **CERTIFICATE NUMBER:** 18086447 **REVISION NUMBER:**

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

INSURANCE TYPE	TYPICAL INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PMS <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
UMBRELLA LIAB	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKING COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made		RDP0011238	7/6/2013	7/6/2014	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

Coverage subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancel/10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER Job/Project Reference - For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and assigns, etc. cannot be included. Only "specific entity" names will appear.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (AVC) Alicia K. Igram
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Exhibit C – Rates

**CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES**

PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on an hourly cost for services described in Exhibit A. The required contract provisions need to include the California State Prevailing Wages (Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts). Prevailing wages will apply to services performed for land surveying, classifications such as chief of party, instrumentman and chainman/rodman. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

CLASSIFICATION	HOURLY COST (RATE)
Principal	\$150.00
Project Surveyor	\$130.00
Supervising Land Surveyor	\$130.00
Surveying Technician	\$100.00
Draftperson	\$90.00
Chief of Party (Prevailing Wage)	\$110.00
Instrumentman (Prevailing Wage)	\$100.00
Chainman/Roadman (Prevailing Wage)	\$ 90.00
Three Person Survey Crew	\$235.00
Two Person Survey Crew	\$210.00

Joseph C. Truxaw and Associates, Inc. (714) 935-0265, Fax (714) 935-0106
 LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS
 265 S. Anita Drive, Suite 111, Orange, CA 9288
 BUSINESS ADDRESS
 Joseph G. Truxaw President
 PRINTED NAME OF AUTHORIZED AGENT TITLE
 [Signature] 12-2-13 joetruxaw@truxaw.com
 SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS
 95-2992708 LS 6871
 FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

EXHIBIT 2

**CONSULTANT AGREEMENT FOR
CONSTRUCTION SURVEYING SERVICES
WITH COAST SURVEYING, INC.**

THIS AGREEMENT made and entered into this 15th day of April, 2014 by and between Coast Surveying, Inc., a California corporation (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of construction surveying services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

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

1. SCOPE OF SERVICES

Consultant shall perform construction surveying services for City projects, on an on-call basis, as set forth in the City's Request for Proposals – Scope of Services dated November 4, 2013, attached hereto as Exhibit A, and the Consultant's Proposal, attached hereto as Exhibit B. All Exhibits to this Agreement are incorporated by this reference.

2. DELIVERY OF WORK PRODUCT

Consultant shall deliver to City all work product which results from the services provided. Said work product shall be submitted in a hard copy and produced in a form compatible with City's computer system, as agreed between the City's Project Manager and Consultant.

In regard to material produced as a deliverable under the Agreement, including but not limited to books, reports, plans, photographs, drawings, videotapes, and computer programs, Consultant agrees, for itself and its affected officers, employees, agents, contractors, and volunteer workers, that the authors of all such material, whether copyrighted or not, award to the City, and to its officers, agents and employees acting within the scope of their official duties, as a condition of payment to the Consultant, a royalty-free, nonexclusive, irrevocable license throughout the world to disclose, publish, translate, reproduce, and use such materials.

3. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in Exhibit C. The total sum to be expended under this Agreement shall not exceed \$250,000.00 during the initial two-year term of this Agreement.

b. The total sum to be expended under this Agreement shall not exceed \$250,000.00 during each of the subsequent one-year option periods.

c. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

4. TERM

This Agreement shall commence on May 1, 2014 and terminate on June 30, 2016, unless terminated earlier in accordance with Section 13, below. The City Manager shall have the option to extend the term of this Agreement for up to two (2) additional one-year option periods, on the same terms and conditions set forth herein.

5. INDEPENDENT CONTRACTOR

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

6. INSURANCE

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

a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, and in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3300 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

d. **Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim.**

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this Agreement (including, without limitation, defects in workmanship and/or materials) or Consultant's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST CLAUSE

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

10. NOTICE

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

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

With courtesy copies to:

Public Works Agency – Construction Engineering
City of Santa Ana
20 Civic Center Plaza (M-22)
Santa Ana, California 92702
Facsimile: 714-647-5058

and City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Facsimile: 714-647-6515

To Consultant: Coast Surveying, Inc.
Attn: Ruel del Castillo
15031 Parkway Loop, Suite B
Tustin, California 92780
Facsimile: 714-918-6277

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

11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

12. ASSIGNMENT

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

13. TERMINATION

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

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

14. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

15. JURISDICTION - VENUE

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

16. PROFESSIONAL LICENSES

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

17. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

DAVID CAVAZOS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: *Lisa Storck*
Lisa Storck
Assistant City Attorney

COAST SURVEYING, INC.

RECOMMENDED FOR APPROVAL:

RUEL DEL CASTILLO
President

EDWIN "WILLIAM" GALVEZ, P.E.
Interim Executive Director - PWA

Exhibit A – Request for Proposal – Scope of Services

I. DESCRIPTION AND SCOPE OF WORK

The City of Santa Ana is issuing this Request for Proposals (RFP) for Construction Surveying and Map Checking Services.

Construction Surveying Services

In general, the Consultant shall perform monument preservation and construction staking for various City projects on an as-needed basis. A California-licensed land surveyor shall be in responsible charge of all survey work performed under the contract.

The Consultant's services shall include, but not be limited to, the following:

- A. Research existing County and City records for survey monuments within the project area.
- B. Prior to any clearing, removal, or excavation efforts, perform a diligent search for property line monuments, street centerline monuments, and benchmarks within the project area, recording their identities and precise locations in reference to monuments or witness monuments that will not be disturbed during construction. The records of these monuments and references shall conform to Section 8771 of the Business and Professions Code of the State of California. After completion of the construction, any monument disturbed or removed during construction shall be reset, conforming to Section 8771. Each centerline intersection shall be drawn on a single Corner Record showing local tie points and tie distances. The Corner Records shall be drafted in Microstation (version 8 or earlier), and a digital copy of each submitted to the City.
- C. Provide construction staking for project improvements. Records of the line and grade stakes (cut sheets) shall be on forms provided by the City, and the originals shall become the property of the City upon completion of each survey request. The City will provide digital construction plans and specifications for each project. The consultant shall furnish hard copies of plans for field personnel as needed.
- D. Set line and grade stakes in accordance with the plans and specifications. Notify the City immediately of any discrepancies or design errors discovered on the plans during staking or when verifying the line and grade of existing improvements at join points.
- E. Complete the construction staking within the time frame specified on the Survey Request Form, or (given minimum notice) commence the staking no later than two working days from the receipt of the request, providing continuous service until the request is complete.
- F. Furnish all office support, labor, materials, equipment, tools, and incidentals necessary to complete the specified surveys. The costs for these items shall be included in the hourly or lump sum costs and no additional compensation will be allowed therefore.

- G. Attend meetings with City's staff as required.

Map Checking Services

- H. Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
- I. Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
- J. Review title report and existing easements for correct plotting and references.
- K. Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
- L. Provide a set of redline check prints showing the redlined comments, and required corrections and information.
- M. Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
- N. Provide a timesheet with items L. and M. above at the end of every review. The timesheet must include, but is not limited to, project name, review number, dates, review hours, hourly rate, and total cost.

Miscellaneous Services

- O. Provide survey services as requested. A detailed scope of work will be outlined when specific project is assigned to the consultant. Services shall include, but are not limited to, cross-sections, intersection grids, centerline determination, digital terrain models (.dtm), right of way determination, utility profiles and exhibits.
- P. Generate a computer drawing in Microstation V8 format showing survey per the attached City of Santa Ana CADD Standards (Attachment B) as well as the sample survey drawing on the City of Santa Ana website listed in item 4 below:
- Q. All survey needs to be prepared to the satisfaction of the City's Senior Surveyor and meet the following standards:
- R. Horizontal control shall be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values shall be provided in U.S. Survey Feet. The County control points shall determine the Basis of Bearing for the project.
- S. Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations shall be provide in U.S. Survey Feet.
- T. Horizontal alignment(s) for the project shall be tied to the survey centerline monuments within the project area.

- U. With the coordinate values, a full location and detailed description, including point character with reference(s), shall be provided for all found and set monuments for the project. For this purpose, a sketch of the control network is required.
- V. Copies of all survey field notes and raw data files shall be provided along with a listing of the final coordinates for all surveyed points. The digital file format for the listing shall be: point number, northing, easting, elevation, description (comma delineated with no spaces, one point per line). The coordinate precision shall be one hundredth of a foot.
- W. At any given time the City may need to mobilize survey crews to different project sites, the consultant shall have a minimum of three (3) survey crews for mobilization.
- X. All City CADD standards as well as Microstation configuration files are located at:
- Y. <http://www.santa-ana.org/pwa/EngineeringServices.asp>

II. IMPLEMENTATION

- A. City staff shall have the right to modify, reduce, or delete the services as needed by City.
- B. The term of the contract shall be for two (2) years which shall commence on the date that City Council approves the award or the date that all required bonds and insurance have been approved by the City Attorney, whichever occurs last.

III. PERFORMANCE SCHEDULE

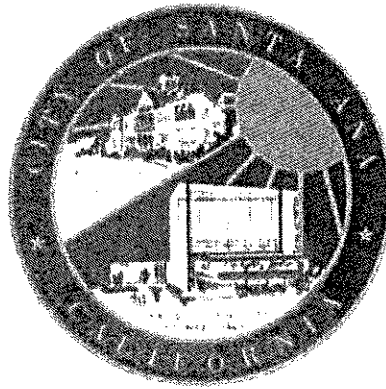
- A. City staff will provide written request for quotes. The consultant will respond, in writing within 3 working days. The City can request lump sum or hourly rate quotes. The consultant shall provide backup documentation for all expenses upon City request.
- B. Upon approval and within 7 working days, the City shall issue the Notice to Proceed. Survey work shall begin within 2 working days from the receipt of the Survey Request Form. Map checking work shall begin as indicated on the Notice to Proceed.
- C. The City reserves the right to assess liquidated damages or terminate the contract.
- D. City staff shall have the right to negotiate the terms of the quote.

Exhibit B – Consultant’s Proposal

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780-6527 (714) 918-6266 FAX (714) 918-6277
www.coastsurvey.com

CITY OF SANTA ANA



**CONSTRUCTION SURVEYING SERVICES
FOR CITY OF SANTA ANA**

**RFP NO. 13-063
CONSTRUCTION
SURVEYING SERVICES**

DUE: December 2, 2013

25E-54

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780-8527 (714) 918-6266 FAX (714) 918-6277
www.coastsurvey.com

December 2, 2013

Carlos Castellanos, PE
City of Santa Ana, Public Works Agency
3rd Floor, Ross Annex
20 Civic Center Plaza
Santa Ana, CA 92702

Dear Mr. Castellanos:

RE: RFP NO. 13-063 - CONSTRUCTION SURVEYING SERVICES

Coast Surveying, Inc. (Coast) is very interested in continuing to provide surveying services to the City of Santa Ana. Coast has been providing professional surveying and mapping services throughout southern California since 1981 to many City, County, State, and Federal Agencies, local Transportation Authorities, as well as numerous private engineering companies.

Key Factors for Coast Surveying, Inc.:

1. Coast has been in business in Orange County for 32 years, the first 8 years in Santa Ana.
2. Coast has 32 years of construction staking experience on public works projects in O.C.
3. Coast has been performing map checking services in O.C. for over 32 years.
4. Coast has been working for the City of Santa Ana since 1986, starting with a subdivision map checking contract.
5. Coast has been performing design surveys and construction staking under contract with the City of Santa Ana for the last two years.
6. Coast has always responded in a timely manner for the City of Santa Ana.
7. Coast currently has a contract with the County of Orange to provide subdivision map checking services, something we have been doing for them since 1981.

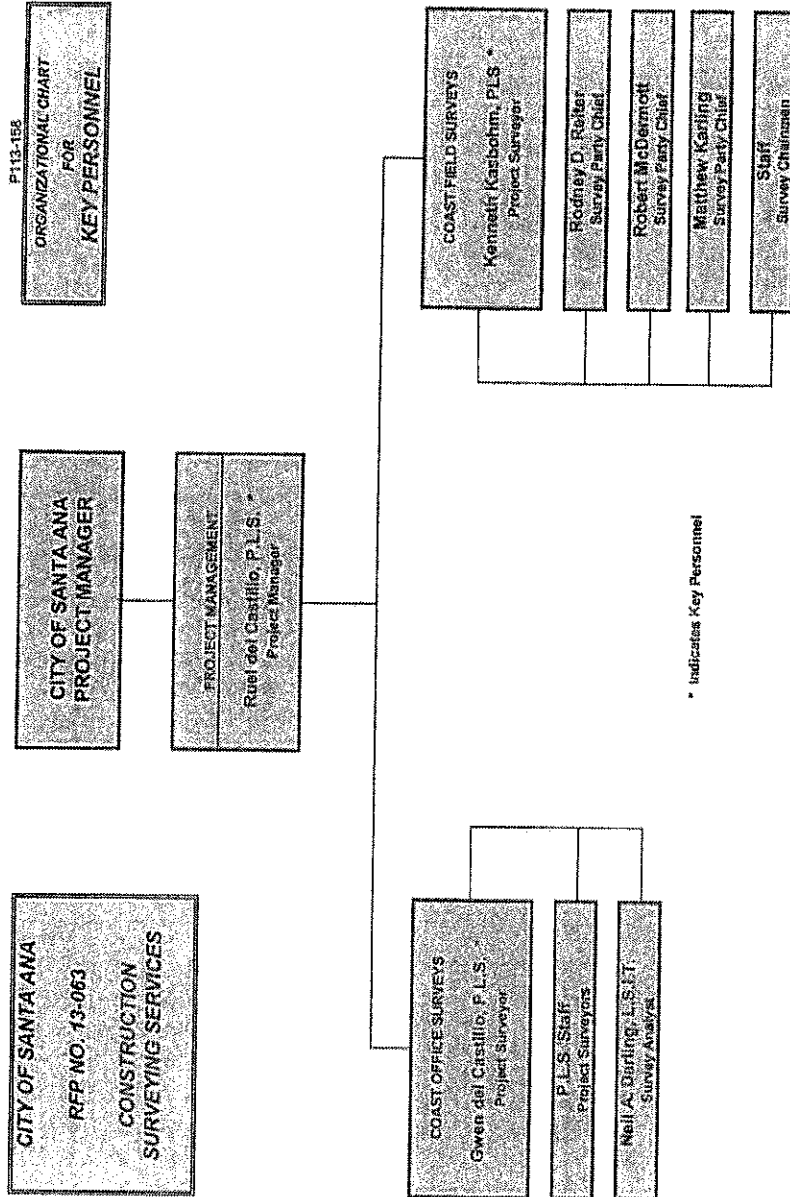
Ruel del Castillo, PLS 4212, will be the Project Manager and the California Professional Land Surveyor in responsible charge of all survey work performed under this contract. Coast hereby guarantees that key personnel will be committed to perform the required tasks throughout the duration of this contract.

If you have any questions or comments, please contact me directly by phone, fax or by e-mail at ruel.delcastillo@coastsurvey.com. Thank you in advance for considering our firm.

Very truly yours,



Ruel del Castillo, P.L.S. 4212
President
P113-158



COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92790-6527 (714) 918-6286 FAX (714) 618-6277
www.coast-survey.com

ORGANIZATION AND CREDENTIALS

COMPANY PROFILE

Coast Surveying, Inc. (Coast) was founded in 1981 in Santa Ana by Ruel del Castillo, P.L.S. and Skip Touchon, P.L.S. as Coast Surveying and Mapping and was incorporated on January 2, 1984. Mr. Touchon left the firm in 1990 to pursue his dreams in the Central Coast area and today, Coast is led by Mr. del Castillo. Coast currently has twelve employees, four of whom are Professional Land Surveyors licensed in California. Coast Surveying, Inc. is a Certified DBE firm with LACMTA and Caltrans. Certificate attached.

Coast has been providing professional surveying and mapping services, including centerline ties, Corner Records, construction staking, design surveys, aerial photogrammetric mapping, topographic surveys, hazmat surveys, legal descriptions, and right-of-way mapping, throughout southern California for the last 32 years to such governmental agencies as: Caltrans - Districts 5, 6, 7, 8, 9, 11 and 12; OCTA; RCTC; MTA; SCRRA; SBCAG; CPTC; TCA; counties of Orange, Los Angeles, Mariposa, Riverside, and San Bernardino; cities of Santa Ana, Irvine, Costa Mesa, Newport Beach, Garden Grove, Tustin, Seal Beach; U.S. Army Corps of Engineers; U.S. Navy; U.S. Air Force; FAA; BLM; Port of Long Beach; Port of Los Angeles; San Diego Unified Port District; State Architects Office; CA Department of General Services; CA Department of Water Resources; and CA Department of Corrections, as well as numerous private engineering companies.

CURRENT ON-CALL CONTRACTS

Coast Surveying, Inc. currently has the following on-call contracts:

City of Santa Ana – Design Surveys and Construction Staking
City of Santa Ana – Right of Way Services
City of Newport Beach – Surveying Services
City of Garden Grove – Surveying Services
City of Tustin – Surveying Services
City of Irvine – Surveying Services
City of Pomona – Surveying Services
County of Los Angeles – Surveying Services
County of Orange – Map Checking Services

DIRECT CITY OF SANTA ANA EXPERIENCE

Numerous Street Rehabilitation Projects for the City – Design Surveys & Const. Staking
Santa Clara Av./Lincoln to Spurgeon Sewer & Water Lines – Design Surveys & Const. Staking
Fifth Street / Jackson to Sullivan – Construction Staking
Dyer Road at SR-55 Freeway – Design Surveys
Santa Ana Blvd. Grade Separation through AECOM – Aerial, Design Survey & R/W
SA-5 on Bristol St. N/O Alton through Tetra Tech, Inc. – Design Survey & Centerline
First Street Bridge over Santa Ana River through DMJM Harris – Aerial, Design Survey & R/W

*Bridge Rehabilitation through PBS&J (W. Koo & Assoc.) – Design Surveys & R/W Delineation
Park Santiago Streets through DMJM Harris – Design Surveys
Wilshire Av., Elder Av., & Borchard Av. through DMJM Harris – Aerial & Design Surveys
Santiago Park Habitat Building through Tetra Tech, Inc. - Topographic Survey
Fire Stations 4 & 8 through DMJM Harris – Design Surveys
Main Street, Warner Av. to 8th St., through Tetra Tech, Inc. – Aerial Mapping, Design Survey,
Centerline Determination, Centerline Ties, & Corner Records
Thorton Park through DMJM Harris – Design Surveys
Santa Ana Civic Center Plaza through DMJM Harris – Design Surveys
Subdivision Map Checking Services for the City of Santa Ana
Design Surveys and Construction Staking for the City of Santa Ana*

REFERENCES

See attached Exhibit D for references.

STAFFING – KEY PERSONNEL

PROJECT MANAGER

Ruel del Castillo has over 48 years of experience, the last 32 years with Coast, in managing both field and office operations for all phases of surveying and mapping services and was licensed as a Land Surveyor in California in 1975 as P.L.S. 4212. He has managed over 50 "on-call" contracts directly for, or in support of, many federal, state and local agencies including the Cities of Santa Ana, Tustin, Garden Grove, Irvine, Newport Beach, and Seal Beach, the Counties of Orange, Los Angeles, San Bernardino, and Mariposa, the U.S. Forest Service, various U.S. Army Corps of Engineer Districts, the U.S. Navy - Southwest Division and the Metropolitan Water District of Southern California (MWD).

He has a "hands-on" working knowledge of various land surveying services including final subdivision map checking, right-of-way mapping, preparation of legal descriptions, boundary surveys & analysis, GPS surveys, topographic surveys, utility location surveys, aerial photogrammetric mapping, large-scale aerial and geodetic control, construction staking, and monitoring quantities. For example, while working directly for the County of Orange, Mr. del Castillo was responsible for all boundary surveys, first-order & second-order vertical and horizontal control surveys, photogrammetric mapping, control surveys and centerline surveys.

In 1981, he established his own surveying company in Orange County, Coast Surveying, Inc. Over a 30-year period with a staff of up to 40, his company completed hundreds of surveying projects in southern California generating over \$50M in fees. Mr. del Castillo serves as Coast's President and provides project management as well as contract administration for all major Coast contracts. Mr. del Castillo is licensed as a Professional Land Surveyor in the states of California, Arizona, Nevada, New Mexico, Colorado, Utah, Idaho and Washington, and is also a Certified Federal Surveyor (CFedS).

PROJECT SURVEYOR – OFFICE SURVEY MANAGER

Gwen del Castillo has over thirty-seven years of surveying experience, the last 31 years with Coast, in southern California, was licensed as a Land Surveyor in California in 1982 as P. L.S.

5108, and has an AA degree in surveying from Santa Rosa College. Ms. del Castillo has had extensive experience in boundary analysis, preparation and checking of legal descriptions and maps, Corner Records, checking of final subdivision maps and Records of Surveys, research, as well as providing internal checking and quality control. Ms. del Castillo has also had extensive experience in field note reduction, calculations, preparation of as-built plans, and GIS database setup, input, review, analysis and output. Ms. del Castillo was responsible for the preparation and processing of centerline ties & Corner Records, as well as several Records of Survey.

PROJECT SURVEYOR – FIELD SURVEY MANAGER

Ken Kasbohm has over thirty-six years of surveying experience, the last 23 years with Coast, in the field and directing field crews in performing all types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right of way surveys, and construction layout. Mr. Kasbohm is a Professional Land Surveyor in California since 1997 as P.L.S. 7371, has been a Certified Party Chief since 1985, and has been Hazmat trained since 1986. Mr. Kasbohm directs the work of the field crews, sets up the work for each crew, and has continued to work as a survey party chief as needed. During the last few years, he has been responsible for the preparation of numerous Records of Survey for MWD properties along the Colorado River Aqueduct.

IMPLEMENTATION PLAN

CONSTRUCTION STAKING APPROACH

Prior to the start of construction and after construction has been completed, we will perform monument preservation services as noted above.

Our general approach will be to review the construction plans, specifications and standard plans, compute the locations of all improvements to be staked prior to construction, mark removal limits, stake the locations of items to be constructed on an agreed upon offset (such as: slope staking; rough grade, fine grade, rock grade, and/or finished surface; curb, curb & gutter, and/or edge of pavement; drainage structures; storm drain lines and manholes; water lines; fire hydrants; sewer lines and manholes; utilities; bridge structures; light poles; and signal poles), checking into existing improvements as needed.

We will work closely with the Resident Engineer and City staff to coordinate the construction staking operations, and report any issues to the Resident Engineer. We will re-stake items only as directed by the Resident Engineer and keep separate track of those particular hours.

SUBDIVISION MAP CHECKING APPROACH

Our approach will be to review tentative maps, final maps, easement deeds and lot line adjustments using our detailed, working knowledge of the Subdivision Map Act, the Land Surveyor's Act, proper legal description preparation and map checking procedures utilized in the City of Santa Ana and the County of Orange for compliance with the Subdivision Map Act, the Land Surveyor's Act and the Conditions of Approval as set by the City staff, commissions and the City Council.

We will work closely with the engineer/surveyor of record and City staff to process each final map, easement deed or lot line adjustment in a timely manner. We will also check and review map boundaries, title reports and deeds, lot closures, and, if requested, field check final monumentation prior to release of bonds. In addition, we will review AutoCAD file submittals to see that they are complete and report to City staff.

MONUMENT PRESERVATION APPROACH

If requested, prior to the start of construction, we will research at the City and County for horizontal and vertical control, centerline ties, record maps, Corner Records, benchmarks, etc. within the project area. We will then recover all the centerline monuments and related ties that may be disturbed during construction and set additional ties as necessary to perpetuate the monuments, prepare pre-construction Corner Records and process them with the Orange County Surveyor's Office.

If requested, after construction, we will reset any missing centerline monuments and ties and prepare post-construction Corner Records and process them with the Orange County Surveyor's Office and deliver a copy to the City of Santa Ana as well as a MicroStation .dgn digital file for each tie sheet. All work will conform to Section 8771 of the Land Surveyors Act. We will also continue the City of Santa Ana's practice of showing the history of the perpetuation of the monument on each Corner Record.

COAST SURVEYING, INC. QUALITY ASSURANCE, QUALITY CONTROL PLAN AND SCHEDULE CONTROL

Coast Surveying, Inc. will perform all work in a manner equal to or better than the standard of care for the industry and will undergo Quality Assurance and Quality Control. Quality Control checks will be made throughout the course of the project. From field surveys through the final completion and submittals, licensed land surveyors will perform independent reviews. Coast has standard quality control procedures for all deliverable products and associated tasks.

Coast employs proven Project Control Methods for both field surveys and office work. These controls and methodology set the standards and guidelines to be used. Survey Manager and Key Personnel are "hands-on" type managers and will be involved in thorough review at all stages of the project. Effective project management coupled with a rigorous quality assurance program is our proven approach to achieve the goals of each project. QA/QC will be supervised by the QA/QC Director, Calvin Yoshitake, PLS. QA/QC will be performed at all stages of the planning and technical production. Some of the controls are:

- Review of the Task Order and Work Plan.
- Verifying control points.
- Using digital levels for level circuits.
- Closed traverses and level circuits.
- Field notes on special facilities.
- QA/QC of the field data.
- QA/QC of the office production.
- QA/QC of the final submittal to the client.

Quality assurance begins with Project Delivery Planning. Technical standards and specifications, defining of deliverable items, and milestone schedules will be identified at the project planning stage. The following guidelines can be used as a general checklist for the main elements of any project work plan. Unless a specific plan is required by the contract, at a minimum the following should be considered as appropriate quality assurance measures:

- Detailed statement of work and scope of required services
- Milestone Schedules, budgets and milestone points
- Precise definition of required deliverables, contract standards, client imposed standards and/or industry standards to be used:
- The use of advanced technology
- Tasks and responsibilities
- Adherence to established industry and professional standards
- Forms and reporting documents that will be required
- Compliance with client-mandated standards and deliverable requirements
- Statements of safety procedures for fieldwork

Three types of established standards should be considered for each project: industry or discipline standards, client-imposed standards, and our company standards. Industry standards may be considered the minimum level of standards for a given project. These are the common standards used throughout the industry or discipline and are generally based on liability and protection of the public. Client standards are those unique standards required by the client for the project. They may include CADD standards, drafting styles and the level of confidence (sigma) required for the data. Our firm's standards are those developed our local conditions or in-house operations. These standards focus on client service, communication, reporting, documentation, and the use of advanced technology.

During the project planning and start-up phase, Coast's Survey Manager will work with the technical managers and office staff to select the checking program and review forms applicable to a particular project. They may add additional review forms and checking program items that are unique for that project.

On a specific project, the survey manager takes responsibility for the implementation of a QA Program for the entire project. This includes making sure that the project team has a clear understanding of the latest scope of work and contract conditions, and has the available staff and resources to perform quality work. The survey managers or project surveyors take responsibility for the detailed standards, checking, and reviews required.

A major part of the assignment of tasks and responsibilities will be the management of the various team members and subcontractors involved with this project. Management of these elements and insuring their compliance with the work plan, standards, schedule, budget and high quality results will be the major task of the survey manager. To insure quality and adherence to the project standards the survey manager will:

1. Provide a complete project briefing prior to commencement of any work. The briefing should include all staff and subcontractors assigned tasks on the project.
2. Provide all team members or subcontractors with a written work plan including a description of tasks, milestone schedules, budget and specifications for the work involved.
3. Have the subcontractors transmit weekly situation reports to the project manager via e-mail.

4. Manage all milestone events on an individual basis, i.e., the team members or subcontractors should not begin a new set of tasks until the milestone for the previous set of tasks has been met and accepted for quality and adherence to the stated project standards.

Cost control is synonymous with qualified staff, technical excellence, quality assurance and good project management. For any assignment Coast will use the following:

- Qualified, licensed professional surveyors who are in responsible charge of the work, and technical experts whose qualifications are specific to the task.
- All work should be carried out under the direct supervision of a locally licensed land surveyor.
- State-of-the-art survey equipment, survey software, desktop and notebook computers, communications equipment, and the internet access for transmittal of data and reports.
- Quality control provided at all phases of the work.
- Hands on survey, mapping, imaging, GIS, modeling and photographic supervision and project management.
- Time and cost reporting accounting systems. These costs should be traced on a weekly basis; or on smaller projects track labor costs on a daily basis.
- Coordination and communications are equally critical to quality and cost control.
- Communications within the team should be conducted on a regular basis in person or via telephone, fax, and/or e-mail. Data files should be transmitted on a daily basis to the project survey to be reviewed and archived. Client communications should be focused through the survey manager.

IN AN EVENT A PROJECT IS OFF SCHEDULE

All the above mentioned elements of QA/QC plan may not guarantee that a project will be on schedule. If the schedule is off schedule, this QA/QC plan will minimize the issues and corrections needed to bring the project back on schedule.

Coast Surveying's approach to bring a project back on schedule at no additional cost to the client:

1. Early detection
2. Early communication to all concerned, including evaluation of corrective measures, which could include:
 - a. Using additional staff/resources
 - b. Different methods
 - c. Shortening the QA/QC final review time by adding another QA/QC manager.

Coast has over the years, developed the project controls, methodology and implementation methods necessary to give our client the surveying information requested safely, On-Budget and On-Schedule.

CONCLUSION

Coast Surveying, Inc. is especially well suited to perform On-Call Surveying Services for the City of Santa Ana:

- Project Manager, *Ruel del Castillo, P.L.S. 4212*, has over 48 years of surveying experience in Orange County, who has been licensed as a Professional Land Surveyor in California since 1975 and who has extensive experience in all aspects of land surveying, especially construction staking and Corner Records.

- Office Survey Manager, *Gwen del Castillo, P.L.S. 5108*, has prepared over 500 centerline ties & Corner Records in the last 5 years.
- Field Survey Manager, *Ken Kasbohm, P.L.S. 7371*, has over 35 years of construction staking experience, the last 20 years with Coast.
- **Coast Surveying, Inc. has filed over 500 Corner Records during the last 5 years, with over half of those in Orange County.**
- Coast Surveying, Inc. has over 32 years of experience in Orange County performing construction staking for roads, freeways, channels, bridges, water, sewer, storm drain, structures, parks, buildings, and utilities.
- Our office is less than ten minutes away from the Santa Ana City offices.
- Approximately 95% of our work is performed for governmental agencies.
- Coast has a history of pleasing our clients – over 85% of our work comes past clients.
- 100% of the work will be performed by a DBE Certified Firm.

SURVEYING AND MAPPING IS OUR ONLY BUSINESS!

Coast hereby acknowledges receipt of Addendums 1, 2, and 3.

Please see attached full-sized resumes for key staff, LACMTA DBE Certificate, construction projects experience, and Attachments D through H.

Attachment C (Hourly Rate Sheet) is under separate cover.

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780-6527 (714) 918-6266 FAX (714) 918-6277
www.coastsurvey.com

CONSTRUCTION EXPERIENCE

- **Numerous Street Rehabilitation Projects in the City of Santa Ana for the City of Santa Ana.** Over the last four years, work consisted of design surveys, computations, and construction staking for curbs, driveways, and roadway surface for numerous street rehabilitation areas throughout the City of Santa Ana.
- **Avenue H from 20th Street West to 25th Street West in Lancaster for the City of Lancaster through Harris & Associates, Inc.** Work consisted of construction staking for street and bridge widening over both State Route 14 and Amargosa Creek Channel. Also included slope staking and final staking for freeway on/off ramps as well as staking for street widening.
- **Route 91 Freeway from I-15 Freeway to McKinley Street in Corona for the Riverside County Transportation Commission.** Work consisted of construction staking for freeway widening, addition of auxiliary lanes, retaining walls, and slope staking.
- **Bristol Street / I-405 Interchange in Costa Mesa, California for the City of Costa Mesa thru Kasper Corporation.** Work consisted of construction staking for three new on-off ramps, bridge widening on Bristol Street over the 405 Freeway and widening of Bristol Street north and south of the freeway.
- **Route 241 Freeway (Foothill Corridor) - Portola Parkway to Lake Forest Drive in Lake Forest, California for the Transportation Corridor Agencies thru Ebensteiner Co.** Work consisted of construction staking of 1.7 miles of new freeway (Foothill Corridor) being constructed by the Orange County Transportation Corridor Agencies to Caltrans' specifications and standards: rough grade/slope stakes for both sides and centerline of freeway, eight ramps, access roadway, SCE line, and developer borrow sites; layout stakes for box culverts, R.C.P., pre-cast concrete drain lines, and drain inlets; finish grade offset stakes for both sides of eastbound and westbound roadways, centerline, eight ramps, Lake Forest Drive and Portola Parkway; layout stakes for overhead sign pole foundations; aerial photogrammetric mapping; offset stakes for settlement platforms; settlement plate monitoring; construction layout for six bridges consisting of bridge cone grade stakes for abutments, layout stakes for abutments and wingwalls, edge of deck lines on soffit, edge of deck lines on overhang, and locate and grade three steel dowels per station on 25 foot stationing; staking for fence on right-of-way; topographic surveys in field and produce contour mapping; prepare slope stake listing; monitor cracks in finished slopes; final monumentation; and vertical and horizontal control.

- **Route 91 Freeway HOV - Route 55 to Riverside County Line in Anaheim, & Yorba Linda, California for the California Private Transportation Corp. thru Kiewit 91.** The scope of work involved providing quality control/quality assurance verification surveys as needed for the construction of 10 miles of new privatized HOV tollways. The project included numerous retaining walls & soundwalls, median paving, bridge widening, major interchange redesign, detours, and all associated survey control - conventional and GPS.
- **Route 110 Freeway - Gardena Blvd. to Redondo Beach Blvd. in Los Angeles, California for Caltrans - District 7.** Work consisted of construction staking on the Harbor Freeway from 0.1 mile north of Gardena Boulevard to Redondo Beach Boulevard; marking 100 foot stations and B.C. and E.C. points along freeway shoulder and 100 foot stations along Redondo Beach Boulevard; marking rough cut line and grade for retaining wall and soundwall footings; marking various saw cut lines; staking for retaining walls, soundwalls, and drainage structures; cross-section existing cross streets and freeway shoulder areas for quantity calculations; and miscellaneous construction staking as required.
- **San Joaquin Hills Transportation Corridor State Route 73) in Orange County, California for the Transportation Corridor Agencies.** Work consisted of: preparation and/or review of legal descriptions and sketches, acreage calculations, and exhibits for various properties; preparation and revision of constraints maps; review preliminary title reports along with revisions or updates; provide fee credit acreage calculations and exhibit maps; reviewing final policies of title and policy binders for accuracy of descriptions; field reconnaissance with builders surveyor of all horizontal and vertical control monumentation; maintain primary control network; staking the perimeters of no-work or limited-work areas designated as archaeological or biological resources; providing oversight verification surveys as directed by the Construction Engineering Manager (CEM) for bridges, structures, walls, drainage, slopes, and finished surfaces as needed for the construction of 20 miles of new tollways.
- **Route 5/Route 55 Freeway Interchange with HOV Connectors in Tustin & Santa Ana, California for Caltrans - District 12 thru RBF Consultants.** Work consisted of Design Surveys as construction project proceeds which could be topographic surveys, cross-sections, volume computations, utility locations, and other miscellaneous design surveys. Work also consisted of Right-of-Way Surveys as follows: search for existing right-of-way monumentation on Route 5 and on Route 55, tie monuments to control, and tie monuments to be destroyed by construction to reference monuments; search for existing centerline and right-of-way monuments on cross-streets and on side streets, tie monuments to control, and tie monuments to be destroyed by construction to reference monuments; after construction, reset monuments destroyed by construction; after construction, set monuments at new right-of-way points of control; assist in preparation of post-construction Survey Control Maps; and perform any centerline or boundary surveys necessary for the preparation of Records of Surveys.

Mr. del Castillo has over 48 years of experience in managing both field and office operations for all phases of surveying and mapping services. He has managed 50 "On-Call" contracts directly for the support of many federal, state, and local agencies. These contracts include the Counties of Los Angeles and Orange, the U.S. Forest Service, various U.S. Army Corps of Engineer Districts, the U.S. Navy – Southwest Division, and the Los Angeles County Metropolitan Water District (MWD).

He has a "hands-on" working knowledge of various land surveying services, including Right-of-Way and boundary surveys and analysis, GPS surveys, topographic surveys, utility location surveys, large-scale aerial, and geodetic control and monitoring quantities. While working directly for the County of Orange, Mr. del Castillo was responsible for all boundary surveys, first order / second order vertical and horizontal control surveys, photogrammetric mapping, control surveys and centerline surveys.

KEY EXPERIENCE

- Certified Federal Surveyor and Professional Land Surveyor in eight states
- 48 year experience in surveying and mapping
- Founder and Principal-In-Charge 32 years at Coast Surveying
- Proven ability to manage large survey projects
- Extensive experience in Right-of-Way and Boundary analysis

LICENSES/REGISTRATIONS

- Certified Federal Surveyor CFedS #1088 (All States Listed)
- PLS #4212 / California
- RLS #11844 / Arizona
- PLS #4713 / Nevada
- PLS #3668 / Idaho
- PLS #7249 / New Mexico
- PLS #22480 / Washington
- PLS #25939 / Colorado
- PLS # 4730903 / Utah
- SCRRA/UPRR/ACE Roadway Worker Certification

EDUCATION

- Certificate in Public Service Admin Santa Ana College, CA 1974
- Major course work in Business Admin & Land Surveying, Santa Ana College, CA 1973

AVAILABILITY TO THIS PROJECT

- 15%

EXPERIENCE

SCRRA on Orange County Service Expansion (60 Miles) & Grade Crossings thru J.L. Patterson & Assoc., as Survey Manager. Work performed included establishing control monuments every 5 miles, and photo control targets, aerial mapping, DTM and digital orthographic photography covering a 600-foot wide swath along the entire project length. Detailed topographic surveys were made under all over crossing structures and areas of proposed RR yards and maintenance facilities. Precise H & V location data along the track was obtained and horizontal alignment determined in areas of concern. On 53 grade crossings, performed work included construction control, topographic surveys, title reports and legal descriptions. Right-of-Way/Boundary surveys were also performed. All work completed on-time and on-budget.

Metro, Major Projects as Survey Manager on:

Airport Metro Connector through Connect LAX through Connect LAX (PB and STV Joint Venture). The project is 3,500 acres of very complex and busy LAX. Work consisted of performing design surveys, aerial mapping, and Right-of-Way mapping. \$374K in fees. Project is on-going.

Downtown Los Angeles Streetcar Restoration through HDR, Inc. The project is 3.8 miles long in the very dense and complex area of Downtown LA. Due to the hundreds of high rise buildings, Coast worked out an innovative flight plan to produce an extremely excellent aerial mapping product. Work consisted of performing control network, design surveys, aerial mapping, and Right-of-Way mapping. \$105K in fees. Project is on-going.

Interstate 710 North Segment Utility Study, LA County through HDR, Inc. The project is 8 miles long. Work consisted of performing design surveys, aerial mapping, and Right-of-Way mapping. \$160K in fees. Project is on-going.

Mr. Kasbohm has over 36 years of surveying experience in the field and office performing all types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right of way surveys and construction layout. Mr. Kasbohm is a Professional Land Surveyor in California, a Certified Party Chief and Hazmat trained since 1986.

KEY EXPERIENCE

- Proven ability to manage large survey projects
- 36 years of experience in surveying of which 23 years have been with Coast
- Exceptional experience with horizontal and vertical project control
- Strong experience in Right-of-Way and boundary analysis and construction staking
- Proven ability to work cooperatively with agencies, railroads, engineers, contractors, utilities and the public

LICENSES/REGISTRATIONS

- PLS #7371 / California
- Licensed Surveyor Party Chief
- Union Local 12
- Hazardous Material Training per OSHA 29 CFR 1901.120
- SCRRA Roadway Worker Certification

EDUCATION

- Certificate in Civil Engineering Technology, North Dakota State School of Science, 1976
- Major course work in Land Surveying, Santa Ana College, CA 2000

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 40%

EXPERIENCE

SCRRA Orange County Service Expansion (60 Miles) & Grade Crossings thru J.L. Patterson & Assoc., as Project Surveyor. Coast has and is providing surveying and mapping services under J. L. Patterson & Associates for SCRRA. This project begins at Fullerton Station and continues southerly miles to the San Diego County line, Fullerton to Atwood to Orange and various railroad yards. Work performed included establishing control monuments every 5 miles, and photo control targets, aerial mapping, DTM and digital orthographic photography covering a 600-foot wide swath along the entire project length. Detailed topographic surveys were made under all over crossing structures and areas of proposed RR yards and maintenance facilities. Precise H & V location data along the track was obtained and horizontal alignment determined in areas of concern. On 53 grade crossings, performed work included construction control, topographic surveys, title reports and legal descriptions. Right-of-Way/Boundary surveys were also performed. \$834K in fees. Reference: Tom Tappan, PE, VP of Rail, J.L. Patterson & Assoc. (562) 712-6127. All work is completed on-time and on-budget.

Milliken Avenue Grade Separation at UPRR/Metrolink/Mission Boulevard in Ontario for the City of Ontario through Moffatt & Nichol, as Project Surveyor. Coast Surveying performed survey research, photo control, aerial photogrammetric mapping, design surveys, centerline surveys, and right of way delineation. \$78K in fees. Reference: Keith Gillfillan, PE, Transportation Group Mgr, Moffatt & Nichol (562) 426-9551. All work is completed on-time and on-budget.

On-Call Surveying Services for the City of Santa Ana, as Project Surveyor. Work consisted of various on-call surveying services, including performing survey research, surveying, setting monuments and filing corner records. \$43K in fees. Reference: John Gonzales, Public Works, City of Santa Ana (714) 647-5033, (JMGonzales@santa-ana.org). All work is completed on-time and on-budget.

Ms. del Castillo has 37 years of surveying experience in Southern California. She is a licensed as a Land Surveyor in California since 1982 and has an AA degree in surveying from Santa Rosa College. Ms. del Castillo has extensive experience in boundary analysis, preparation and checking of legal descriptions and maps, checking of final subdivision maps and Records of Surveys, research, providing quality assurance and quality control. Ms. del Castillo has extensive experience in field note reduction, calculations, preparation of as-built plans, and GIS database setup, input, review, analysis and output.

EDUCATION

- AA Degree in Land Surveying at Santa Rosa College, 1976
- Land Surveying at Santa Ana College, 1982

KEY EXPERIENCE

- 37 year of experience in surveying of which 31 years have been with Coast Surveying, Inc.
- Extensive background in Right-of-Way and boundary analysis
- Exceptional in the QA/QC process
- Proven ability to work cooperatively with agencies, railroads, engineers, contractors, utilities and the public

LICENSES/REGISTRATIONS

- PLS # 5108 / California

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 35%

EXPERIENCE

California State Prison at Corcoran II, as Project Surveyor. Site Engineering Services contract awarded to Holmes & Narver, Inc. (currently AECOM) for the new expansion of Corcoran State Prison. Coast's Scope of work included aerial mapping, photo control, horizontal and vertical control, boundary surveys, Record of Survey, legal descriptions, and design surveys.

Interstate 5 / State Route 55 Interchange, as Project Surveyor. Provided surveys for RBF & Associates in support of their multi-million dollar, Caltrans 12 highway construction project. Control surveys and Right-of-Way surveys performed included:

- GPS survey of primary control and prepared metric Record of Survey
- Post-construction Survey Control and Survey Control Maps
- Right-of-Way Survey and Record of Survey

San Joaquin Hills Transportation Corridor, as Project Surveyor. Coast Surveying, Inc. was retained from 1992/1999 by the Transportation Corridor Agencies (TCA) to provide professional land surveying and Right-of-Way services for the San Joaquin Hills Transportation Corridor, State Route 73 Toll Road. Mrs. del Castillo was in charge of the Right-of-Way which consisted of:

- Preparation and review of legal descriptions, acreage calculations and exhibits.
- Preparation and revision of constraints maps.
- Review of preliminary title reports.
- Providing fee credit acreage calculations and exhibit maps.
- Reviewing final policies of title and policy binders.
- Preparation of utility easements

SR-47 Freeway / Ocean Blvd to SR-103 (1 mile), as Project Surveyor. Coast Surveying, Inc. was retained in 2008 for CalTrans HQ Structures through HNTB to provide Construction Management Survey Support Services, including locating the design survey of the roadways, utilities, bridge structure and details. Work also involved hydrographic surveys of the Cerritos Channel.

Mr. Darling has over 31 years of surveying and mapping experience of which 23 years has been with Coast Surveying, Inc. He is highly skilled at performing topographic mapping, Right-of-Way surveys, boundary surveys, centerline surveys, control surveys, utility locations, and monumentation. He has worked on contracts directly for, or in support of, many federal, state and local agencies including the Counties of Los Angeles and Orange, the U.S. Forest Service, various U.S. Army Corps of Engineer Districts, the U.S. Navy-Southwest Division, and Caltrans Districts 5,6,7,8,9,11& 12.

Mr. Darling is very knowledgeable of AutoCAD and MicroStation digital mapping requirements for numerous agencies in both English and Metric formats. He is also well versed in integrating field survey data files and photogrammetric mapping digital files as well as converting files from AutoCAD to MicroStation.

Mr. Darling has a Bachelor of Science degree in Surveying from Purdue University. Mr. Darling is an expert in survey calculations and data manipulation, especially in MicroStation and AutoCAD digital formats.

KEY EXPERIENCE

- 31 years of experience in Surveying of which 23 years have been with Coast Surveying, and 6 years with other firms.

LICENSES/REGISTRATIONS

- 1981 / Land Surveyor in Training
- #S80035 / Indiana

EDUCATION

- Degree in Bachelor of Science specialized in Land Surveying in year 1981 at Purdue University
- Continuing education specializing in Intergraph MicroStation and AutoCAD Software Training

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 30%

EXPERIENCE

State Route 55 / Interstate 5 Freeway Interchange in Orange County – GPS Control, right of way surveys, monumentation, Records of Surveys and Caltrans Monumentation Maps for Caltrans District 12.

Corcoran State Prison in Corcoran, CA – Design surveys, aerial mapping, boundary surveys, monumentation, Record of Survey and legal descriptions for 2.5 square mile Phase II expansion for CA Department of Corrections.

State Route 91 Freeway from Magnolia Avenue in Riverside County to State Route 57 in Orange County – 24 mile long design survey for RCTC.

March Air Force Base Realignment and Closure Program, Utilities and Roads in Riverside – Photo control and aerial photogrammetric mapping, design surveys of existing roads, locate existing utilities, and combine field surveys and aerial mapping for Sacramento District, Corps of Engineers.

State Route 55 Freeway from State Route 22 to State Route 91 in Orange County – Vertical and horizontal control, GPS surveys, photo control, design surveys, utility surveys, right of way surveys and Caltrans Right of Way mapping for OCTA.

San Joaquin Hills Transportation Corridor (State Route 73) from Jamboree Road to Interstate 5 Freeway in Orange County – Design surveys, legal descriptions and sketches, topographic mapping, and quality assurance surveys for freeway construction for TCA.

Nicholas Canyon Beach Access Road in Malibu – Design surveys, photo control, and aerial mapping for the LA County Department of Public Works.

Atlantic Avenue from Alondra Blvd. to McMillan Street in Compton – Design surveys and topographic mapping for 1.2 miles of arterial highway for the LA County Department of Public Works.

Golden Eagle Refinery Site Cleanup in Carson - As-built surveys prior to construction activities, topographic surveys, mapping and volume determinations for numerous excavation and stock pile areas as cleanup activities progressed for Earth Technology Corporation.

Mr. Reiter has over 36 years of surveying experience in the field performing all types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right of way surveys, and construction layout. Mr. Reiter is a Certified Party Chief and has been Hazmat trained since 1986.

KEY EXPERIENCE

- 36 years of experience in Surveying of which 24 years have been with Coast Surveying and 12 years with other firms
- Experience with both heavy and light rail projects
- Experience in all aspects of surveying

LICENSES/REGISTRATIONS

- 1985 / Certified Party Chief / Local 12, Operating Engineers
- 1986 / 40 - Hour Hazardous Material Training per OSHA 29.CFR 1901.120
- Railroad Roadway Worker Certified

EDUCATION

- Certified in Civil Engineering Technology in 1980 at North Dakota State School of Science
- Continuing Education in Land Surveying at Santa Ana College

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 40%

EXPERIENCE

METRO Major Projects, as Survey Party Chief on:

Airport Metro Connector (LAX 5.4 sq. miles, aerial mapping, Right-of-Way mapping, design topo. \$374K in fees.

Downtown Los Angeles Streetcar Restoration through HDR, Inc. The project is 3.8 miles long in the very dense and complex area of Downtown LA. Due to the hundreds of high rise buildings, Coast worked out an innovative flight plan to produce an extremely excellent aerial mapping product. Work consisted of performing control network, design surveys, aerial mapping, and Right-of-Way mapping.

Union and Patsaouras Plaza Busway Station through STV, Inc. Work consisted of performing design surveys, aerial mapping, Right-of-Way mapping, property monumentation and Record of Survey.

City of Ontario on Milliken Avenue Grade Separation at UPRR/Metrolink/Mission Boulevard through Moffatt Nichol, Engineers - Survey research, photo control, aerial photogrammetric mapping, design surveys, centerline surveys, and right of way delineation.

SANBAG on Palm Avenue Grade Separation at BNSF/UPRR/Cajon Boulevard in San Bernardino through CH2M Hill - Survey research, photo control, aerial photogrammetric mapping, design surveys, centerline surveys, and right of way delineation.

SCRRA on Orange County Service Expansion (60 Miles) & Grade Crossings thru J.L. Patterson & Assoc., as Survey Party Chief. Coast has provided surveying and mapping services. Work performed included establishing control monuments every 5 miles, and photo control targets, aerial mapping, DTM and digital orthographic photography covering a 600-foot wide swath along the entire project length. Detailed topographic surveys were made under all over crossing structures and areas of proposed RR yards and maintenance facilities. Precise H & V location data along the track was obtained and horizontal alignment determined in areas of concern. On 53 grade crossings, performed work included construction control, topographic surveys and Right-of-Way/Boundary surveys were also performed.

Mr. McDermott has over 37 years of surveying experience in the field performing all types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right-of-way surveys, and construction layout. Mr. McDermott is a Party Chief with Local 12, Operating Engineers.

KEY EXPERIENCE

- 37 years of experience in surveying of which 11 years have been with Coast Surveying, and 25 with other firms.
- Experience with both heavy and light rail projects
- Experience in all aspects of surveying

LICENSES/REGISTRATIONS

- Party Chief / Local 12, Operating Engineers
- Railroad Roadway Worker Certified

EDUCATION

- Continuing education specializing in Land Surveying at Riverside City College
- Continuing education specializing in Land Surveying at Santa Ana College

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 40%

EXPERIENCE

I-405 / SR-101 Interchange in Los Angeles for Caltrans District 59, HQ Structures – Design surveys, locate retaining wall and locate bore holes.

Riverside Drive Bridge over the Los Angeles River for the City of Los Angeles – Design surveys, bridge detail surveys and centerline surveys for bridge and viaduct replacement.

Newport Center streets for the City of Newport Beach - Design surveys and centerline surveys for street reconstruction.

Twintree Lane for the City of Garden Grove – Construction staking for reconstruction of numerous curb returns.

Avenue 19 Bridges over Arroyo Seco Channel for the City of Los Angeles - Design survey and centerline survey for bridge widening.

Corona Del Mar Beach for the City of Newport Beach – Aerial photo control and design surveys for reconstruction of entrance area, parking lot, rest rooms, and snack bar areas.

Port of Los Angeles Harbor Deepening Project for the Corps of Engineers, Los Angeles District – Aerial photo control and vertical control for tide gage verification.

California Adventure in Anaheim for Disney Imagineering – Quality control surveys and construction staking for new theme park at Disneyland.

Pasadena Gold Line (Blueline) for Los Angeles County Transportation Authority – Construction staking for new light rail line between downtown Los Angeles and Pasadena.

Rio Hondo Channel for Corps of Engineers, Los Angeles District – Construction staking for raising levee, rip rap placement, and new access ramps.

MWD on Lake Skinner Oxidation Retrofit Project, Lake Skinner – 20 acres of new and retrofit facilities of the Robert A. Skinner Filtration Plant. Work included construction management survey support, control survey, QA/QC survey, massive grading, extremely complex construction.

Mr. Karling has over 8 years of surveying experience in the field performing all types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right of way surveys, and construction layout.

KEY EXPERIENCE

- 8 years of experience in Surveying of which 3 years have been with Coast Surveying, and 5 years with other firms
- Experience with both heavy and light rail projects
- Experience in all aspects of surveying

LICENSES/REGISTRATIONS

- 2004/ Party Chief/ Local 12, Operating Engineers
- Railroad Roadway Worker Certified
- Land Surveyor, In-Training LSIT #7387
- Hazmat Trained (Hazwoper) 40 hours 2006
- Transportation Worker Identification Credential (TWIC)

EDUCATION

- Orange High School Diploma

CURRENT LOCATION

- Tustin

AVAILABILITY TO THIS PROJECT

- 40%

EXPERIENCE

SCRRA Orange County Service Expansion (60 Miles) & Grade Crossings thru J.L. Patterson & Assoc. -2006 to 2012, as a Chainman. Coast has and is providing surveying and mapping services under J. L. Patterson & Associates for SCRRA. This project begins at Fullerton Station and continues southerly miles to the San Diego County line, Fullerton to Atwood to Orange and various railroad yards. Work performed included establishing control monuments every 5 miles, and photo control targets, aerial mapping, DTM and digital orthographic photography covering a 600-foot wide swath along the entire project length. Detailed topographic surveys were made under all over crossing structures and areas of proposed RR yards and maintenance facilities. Precise H & V location data along the track was obtained and horizontal alignment determined in areas of concern. On 53 grade crossings, performed work included construction control, topographic surveys and Right-of-Way/Boundary surveys were also performed.

Airport Metro Connector through Connect LAX through Connect LAX (PB and STV Joint Venture) -2011 to present, as a Chainman. The project is 2 square miles of very complex and busy LAX. Work consisted of performing design surveys, aerial mapping, Right-of-Way mapping.

Metro Downtown Los Angeles Streetcar Restoration through HDR, Inc. -2011 to present, as a Chainman. The project is 3.8 miles long in the very dense and complex area of Downtown LA. Due to the hundreds of high rise buildings, Work consisted of performing control network, design surveys, aerial mapping, and Right-of-Way mapping.

Metro Interstate-710 North Segment Utility Study through HDR, Inc. -2012 to present, as a Chainman. The project is 8 miles long. Work consisted of performing design surveys, aerial mapping, Right-of-Way mapping.

Metro Soundwalls- Package 2 through CH2M Hill -2012 to present, as a Chainman. The project was 5 miles long along the SR 170. Work consisted of performing control network, mobile scanning, pothole survey, aerial mapping and design surveys.



Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



December 4, 2008

CUCP #2128
Metro File # 287

Ruel Del Castillo
Coast Surveying, Inc.
15031 Parkway Loop, Suite B
Tustin, CA 92780

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Del Castillo:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

<u>NAICS (2002)</u>	<u>Description</u>	<u>Size Standard</u>
541370	Surveying and Mapping (except Geophysical) Services	\$4.5 Million

Your DBE certification is good for five years from the date of this letter and applies only for the above NAICS 2002 codes. Requests for additional or revised NAICS 2002 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

Shirley Wong
Certification Representative

C:\Documents and Settings\jwagner\My Documents\Certification\Certification Letter\Coast Surveying - DBE Approval Letter.doc

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-13-5, Los Angeles, CA 90012-2952
Ph: 213-922-2693 Fax: 213-922-7650

081100228

EXHIBIT D

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: CITY OF SANTA ANA Contact Individual: JOHN GONZALES
Address: 20 CIVIC CENTER PLAZA 1122 Phone Number: (714) 647-5033
SANTA ANA, CA 92702 Facsimile Number: N/A
Contract Amount: \$250,000.00 Year: 2011-2013
Description of supplies, equipment, or services provided:
SURVEYING SERVICES

Reference

Customer Name: CITY OF NEWPORT BEACH Contact Individual: MIKE SINACORI, PE
Address: 100 CIVIC CENTER DRIVE Phone Number: (949) 644-3342
NEWPORT BEACH, CA 92660 Facsimile Number: N/A
Contract Amount: \$250,000.00 Year: 1/18/12 - 12/31/13
Description of supplies, equipment, or services provided:
SURVEY & MAPPING SERVICES

Reference

Customer Name: COUNTY OF ORANGE Contact Individual: ANNA BEAL, PLS
Address: 300 N. FLOWER ST. #252 Phone Number: (714) 967-0845
SANTA ANA, CA 92703 Facsimile Number: N/A
Contract Amount: \$300,000.00 Year: 12/11/12 - 12/18/15
Description of supplies, equipment, or services provided:
SUBDIVISION MAP CHECKING

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

EXHIBIT E

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm COAST SURVEYING, INC.
Signed and Printed Name: Ruel del Castillo RUEL del CASTILLO
Title PRESIDENT
Date 12/2/13

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EXHIBIT F

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation by a subcontractor or vendor as a result of such direction by the administering agency, the

contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended, no discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor violating this section is subject to all the penalties imposed for a violation of the chapter.

Firm COAST SURVEYING, INC.
Signed and Printed Name: Ruel del Castillo RUEL del CASTILLO
Title PRESIDENT
Date 12/2/13

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EXHIBIT G (REVISED)

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

RESPONSIBLE PROPOSER - SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number? 29 YEARS AS OF 1/2/84
(COAST SURVEYING & MAPPING 8/1/81 THROUGH 1/2/84)
If you performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss, or license, please complete an additional and separate questionnaire. N/A
2. What is your firm's average gross revenue for the last three years? \$ 1,525,408
3. Is your firm currently the debtor in a bankruptcy case? Yes No
If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.
N/A
Case Number Bankruptcy Court Date Filed
4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to Question 2, above.) Yes No
If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.
N/A
Case Number Bankruptcy Court Date Filed
5. Has any California State License Board license held by your firm or its responsible managing employee or responsible managing officer been suspended within the last five years? Yes No
6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a services contract with either a public or private owner? Yes No
7. Has your firm ever defaulted on a contract? Yes No
If "yes," explain on a separate page.
8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes No
If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.
9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration? Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration? Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private? Yes No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? Yes No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes No

If "yes," identify on a separate page, the person or persons convicted, the court case and number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. N/A %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required? Yes No

17. Has Cal-OSHA cited and assessed penalties against the contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? Yes No

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the contractor or its associates in the past five years? Yes No

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? Yes No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

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City of Santa Ana - Public Works Agency
Construction Surveying Services RFP
Page 29 (ADDENDUM NO. 3)

25E-80

EXHIBIT H

CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES

NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA

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

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Ruel del Castillo

State of California, County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 27th day of NOVEMBER, 2013, by RUEL del CASTILLO, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Gwen del Castillo
Notary Public Signature



Notary Public Seal

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Exhibit C – Rates

**CITY OF SANTA ANA
REQUEST FOR PROPOSAL FOR
CONSTRUCTION SURVEYING SERVICES**

PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on an hourly cost for services described in Exhibit A. The required contract provisions need to include the California State Prevailing Wages (Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts). Prevailing wages will apply to services performed for land surveying, classifications such as chief of party, instrumentman and chairman/rodman. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

CLASSIFICATION	HOURLY COST (RATE)
Principal	\$182.00
Project Surveyor	\$155.00
Supervising Land Surveyor	\$155.00
Surveying Technician	\$120.00
Draftperson	\$120.00
Chief of Party (Prevailing Wage)	\$150.00
Instrumentman (Prevailing Wage)	\$125.00
Chainman/Rodman (Prevailing Wage)	\$120.00
Three Person Survey Crew	\$395.00
Two Person Survey Crew	\$270.00

COAST SURVEYING, INC. (714) 918-6266 FAX (714) 918-6277
LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780
BUSINESS ADDRESS

RUEL del CASTILLO PRESIDENT
PRINTED NAME OF AUTHORIZED AGENT TITLE

Ruel del Castillo 12/2/13 ruel.delcastillo@coastsurvey.com
SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

33-0017362 N/A
FEDERAL ID NUMBER (IF APPLICABLE) CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

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