CITY COUNCIL AGENDA REPORT

MEETING DATE: APRIL 3, 2012 **ITEM NUMBER: ____**

SUBJECT: **PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF BRISTOL STREET AND BAKER STREET INTERSECTION IMPROVEMENTS**

DATE: **MARCH 22, 2012**

FROM: **PUBLIC SERVICES DEPARTMENT - TRANSPORTATION SERVICES DIVISION**

PRESENTATION BY: **RAJA SETHURAMAN, ACTING PUBLIC SERVICES DIRECTOR**

FOR FURTHER INFORMATION CONTACT: **RAJA SETHURAMAN, ACTING PUBLIC SERVICES DIRECTOR, (714) 754-5343**

RECOMMENDATION:

1) Award a Professional Services Agreement (Attachment 1) for the design of Bristol Street and Baker Street intersection improvements to Civil Works Engineers, 3151 Airway Avenue, Suite T-1, Costa Mesa, CA 92626, in the amount of $144,850.
2) Approve Budget Adjustment 12-015 (Attachment 2) in the amount of $144,850.
3) Authorize the Mayor and the City Clerk to execute the Professional Services Agreement and the Budget Adjustment.

BACKGROUND:

The intersection of Bristol Street and Baker Street is significantly congested during peak periods. Both Bristol Street and Baker Street are classified as Major Arterials in the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highways (MPAH). Baker Street, while designated as a six-lane Major Arterial, currently has two travel lanes in each direction. Access to the I-405 Freeway from Bristol Street is approximately one-half mile north of Baker Street and access to the SR-55 Freeway from Baker Street is approximately one-half mile east of Bristol Street. Consequently, there are significant northbound and eastbound movements during the morning peak period and southbound and westbound movements during the evening peak period at this intersection. The City's General Plan Circulation Element identifies the following measures to improve traffic operations and the level of service for this intersection:

- Addition of third eastbound through lane
- Addition of eastbound right-turn lane
- Addition of third westbound through lane

In January 2011, the City applied for Measure M2 grant funding for engineering design for improvements at the intersection of Bristol Street and Baker Street. Due to right-of-way constraints, alternative improvement strategies including interim and ultimate improvements would be considered as part of the project. In July 2011, the City was awarded Measure M2 grant funds for engineering design for potential improvements at this intersection.

ANALYSIS:

In December 2011, the City issued a Request for Proposals (RFP) to several consulting firms for civil engineering design and right-of-way engineering services. Seven (7) proposals were received to provide the intended engineering services. Proposals were reviewed for compliance with the City's RFP, and consultants were evaluated based on project understanding, depth of experience, technical expertise, and associated factors. After careful review of all the proposals, staff finds Civil Works Engineers well qualified to perform engineering design and right-of-way engineering services. The proposal submitted by Civil Works Engineers represents a thorough understanding of the project, complies with the project specifications, and documents technical ability and experience with similar projects.

ALTERNATIVES CONSIDERED:

One alternative would be to perform the design work in-house. However, the scope of work and demands of the project exceed staff's resources and time.

A second alternative would be not to undertake this project. However, this will result in significant traffic flow issues to remain at this intersection and will also result in relinquishing Measure M2 grant funds captured for this project.

FISCAL REVIEW:

The City of Costa Mesa has secured Measure M2 funding in the amount of $90,000 toward the design of improvements for the intersection of Bristol Street and Baker Street. Traffic Impact Fee funds will also be utilized as match for the Measure M2 funding for the balance of funds necessary for engineering design ($54,850). The attached Budget Adjustment 12-015 recognizes the grant funding and unencumbered traffic impact fee fund balance and appropriates it for the project. Following the conclusion of the design phase, staff will pursue future Measure M2 funding for right-of-way and the construction phases of the project.

LEGAL REVIEW:

The City Attorney's office has prepared the attached Professional Services Agreement and has approved the document relative to form.

CONCLUSION:

After careful review of seven (7) proposals submitted for civil engineering design and right-of-way engineering services for improvements at the intersection of Bristol Street and Baker Street, it is recommended that the City Council award the Professional Services Agreement to Civil Works Engineers. Staff also requests approval of Budget Adjustment 12-015 to appropriate funding for the project.

Raja Sethuraman

RAJA SETHURAMAN
Acting Public Services Director

BOBBY YOUNG
Finance and I.T. Director

ATTACHMENTS:
1 - Professional Services Agreement
2 - Budget Adjustment 12-015

DISTRIBUTION: Chief Executive Officer
Assistant Chief Executive Officer
City Attorney
City Clerk

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 3rd day of April, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVIL WORKS ENGINEERS, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform professional engineering services for the improvements at the intersection of Bristol Street and Baker Street as more fully described in Consultant's Proposal attached as Exhibit "A"; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed One Hundred Forty Four Thousand Eight Hundred and Fifty Dollars ($144,850.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of fourteen months ending on June 30, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal

delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Civil Works Engineers 3151 Airway Avenue, Suite T-1 Costa Mesa, CA 92626 Tel: 714-966-9060 Fax: 714-966-9085 Attn: Marie Marston, P.E. President	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714-754-5017 Fax: 714-754-5028 Attn: David Cho

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action,

complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard

to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of

this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

Proposal For:

Engineering Services for Bristol Street and Baker Street Intersection Improvements

Prepared for:

City of Costa Mesa
Transportation Services
77 Fair Drive
Costa Mesa, CA 92628

Prepared by:

Civil Works Engineers

3151 Airway Avenue, Suite T-1
Costa Mesa, CA 92626
714-966-9060

January 2012

Civil Works Engineers

January 20, 2012

Mr. Raja Sethuraman
Transportation Services Division
City of Costa Mesa
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Reference: Request for Proposals – Engineering Services for Bristol Street and Baker Street Intersection Improvements

Civil Works Engineers is pleased to present our proposal for the above design services. We specialize in the planning and design of public works improvement projects, of which, street improvement and transportation projects are our areas of expertise. We have an excellent understanding of municipal requirements and enjoy working relationships with many cities, including past experience with the City of Costa Mesa. Our firm is currently an on-call street design consultant for the City of Yorba Linda, the County of Orange, as well as Cal State University of Los Angeles and Loyola Marymount University.

Civil Works Engineers' offers the City senior-level experience on every street improvement project. We have successfully completed a wide variety of roadway planning, design, and construction improvement projects that include roadway widenings/narrowings, intersection improvements, and reconstruction of arterial highway and freeway projects. Our recent River Avenue Project in the City of Newport Beach won a *2010 APWA Transportation of the Year Project Award*. We are currently finalizing a street improvement design project and a separate residential streets rehabilitation project for the City of Yorba Linda.

We have maintained long-term clients over numerous years, demonstrating satisfaction with Civil Works Engineers' services. Considering our firm size and age, we have an extensive and impressive list of street and highway improvement projects. Our attention to detail and excellent work history is proving to the industry that our small company can take on challenging projects as well, if not better, that some of our larger competitors.

Although Civil Works is only seven years old, the company's key personnel, Marie Marston, Dave Grantham and Francois Zugmeyer, have been continuously working together for the past 13 years. The stability, teamwork, and knowledge of each person provides for properly designed and successfully constructed projects. It also means that our clients (new and repeat) coordinate with the same personnel throughout each project.

3151 Airway Avenue, Suite T-1. Costa Mesa . CA . 92626 .
T 714.966.9060 . F 714.966.9085 . www.civilworksengineers.com

We assembled a very capable Project Team with both the proven experience on these types of projects along with our personal experience of working with them to provide a complete response to the tasks outlined in the City's RFP. These firms have proven their proficiency on previous street improvement projects. Our Project Team focus is: consistent and reliable delivery of our product, within budget, with the best possible engineering solutions.

Our proposed Project Team is:

• DKS Associates	Traffic Engineering
• Forkert Engineering	Survey & Right of Way Engineering
• Diaz·Yourman & Associates	Geotechnical Engineering
• David Volz Design	Landscape

Civil Works Engineers makes a great choice for the City of Costa Mesa for the following reasons:

- *Direct experience with the City of Costa Mesa on multiple pavement rehabilitation projects. Very familiar with the City's requirements.*
- *Based in Costa Mesa and close to project site.*
- *The project team is experienced with design and construction methods that can be selected to minimize costs and also provide a durable pavement surface and acceptable service life.*
- *We emphasize quality over quantity, service over sales, solutions over process.*
- *As a small firm we offer senior level involvement in our projects and close relationships to City staff.*
- *We offer a history of on-time and on-budget similar street projects.*
- *Civil Works Engineers understands the needs and requirements of local agencies, particularly Costa Mesa. We currently have on-call contracts with local agencies and universities.*
- *We are a well-rounded civil engineering firm having prepared roadway, drainage, water, sewer, and utilities designs for a variety of projects. We are familiar with current design and construction methods to minimize construction costs and provide a quality product.*

Civil Works Engineers is a certified UDBE/WBE/SBE firm. We have the available staff and resources to effectively manage the required work. We can accept this assignment and confidently assure you of responsive and quality service.

As President, I will represent the company in all contract matters. Please call if you have any questions and thank you in advance for your consideration.

Sincerely,

Marie Marston

Marie Marston, P.E., President
mmarston@civilworksengineers.com

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Appendix A - Resumes

Civil Works Engineers

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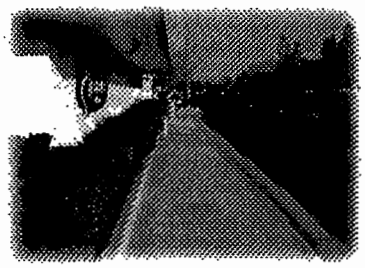
Section 1 – Project Understanding

The City of Costa Mesa is seeking professional consulting engineering services for the design of street widening improvements and right-of-way acquisition at the intersection of Bristol Street and Baker Street. This project is very close to our office and therefore, we are very familiar with the configuration and operations of this intersection. The project is expected to consist of:

- Widening to provide addition of third eastbound through lane and right turn lane
- Widening to provide addition of third westbound through lane and westbound right turn lane
- Widening to provide third westbound receiving lane

The project will involve right-of-way impacts to and acquisition from properties located on the northwest, northeast and southwest corners of the intersection. The northwest corner contains commercial stores (7-Eleven and fast food restaurants) and the existing landscaping, driveway approach and business signs are expected to be impacted.



Wahoo's restaurant and a commercial building exist at the northeast corner of the intersection. Wahoo's building extends to the existing back of sidewalk and any street widening will impact the building. Right-of-way acquisition will involve significant building modifications or purchase of the entire property. The project improvements may need to be revised to modify the existing right turn lane to a combined through-right turn lane and therefore eliminate the need for right-of-way acquisition at this corner.

The proposed new right-of-way would be very close to the existing commercial building. It is expected a setback variance will be required from the City to accommodate protecting the existing building.

A Chevron gas station exists at the southwest corner. The existing driveway approach, landscaping and Chevron signs will be impacted by the widening. The adjacent commercial center driveway will also be impacted and require reconstruction.

The intersection improvements will also involve new sidewalk, new curb ramps, new raised median islands, traffic signal modifications including loop detectors, new striping, utility modifications and relocations (in particular the water service and gas meter at the Chevron Station and SCE vaults at the northeast corner), storm drain catch basin relocations and pipe modifications, and street light relocations.

It should be noted, the curb ramp at the southeast corner of the intersection is not compliant and will require reconstruction.

Section 2 – Project Team

Coordinated from our Costa Mesa office, Civil Works Engineers (CWE) offers a talented and complete project team to meet the project needs. We have worked with the City before on a number of projects and we know City staff and the requirements of their projects. From experts in traffic, geotechnical, right-of-way, surveying and design and construction of public works projects, our team has the specific techniques and knowledge to make this project a reality. We pride ourselves in maintaining a strong quality control program, implemented across the team, to ensure consistencies and ease in review.

You will find exceptional qualifications among the key individuals of our proposed project team. Our team has worked for numerous public agencies throughout southern California, demonstrating their ability and record of success. Collectively, we understand the needs, procedures, and guidelines of the City to provide a successful project.

Firm Profiles

Civil Works Engineers

Founded in 2005, Civil Works Engineers, Inc. is a professional civil engineering consulting firm based in Costa Mesa providing design services for transportation, drainage, and site civil public infrastructure improvement projects. We provide civil engineering services for public agencies and private developers at all levels of project development including initial planning, preliminary and final design, and construction. We focus on exceeding our clients' expectations by maintaining close personal contact, keeping the client informed of the project status, responding immediately to questions and concerns, to ultimately delivering a timely completion to the project within the client's budget. We are a small firm of six employees (four registered engineers) and provide senior engineer involvement on every project. We are also certified UDBE/WBE/SBE in the state of California.

We have completed numerous street improvement and rehabilitation projects throughout Southern California for both private and public clients. The projects have been completed and approved by the following cities/agencies:

- City of Yorba Linda
- City of Newport Beach
- City of Hesperia
- City of Corona
- City of Glendale
- City of Buena Park
- City of Beverly Hills
- City of Azusa
- Loyola Marymount University
- California State University, Los Angeles
- City of Costa Mesa
- City of Fullerton
- City of Lawndale
- City of Riverside

Our staff has maintained long-term clients over numerous years, even prior to the formation of CWE, demonstrating their satisfaction with Civil Works Engineers' services have and/or currently maintain on-call engineering contracts with the City of Newport Beach, the City of Yorba Linda, City of Lake Forest, County of Orange, California State University, Los Angeles, and Loyola Marymount University. Considering our firm size and age, we have completed an extensive and impressive list of transportation projects and clients.

Civil Works has been providing services since 2005, however, the company's key personnel, Marie Marston, Dave Grantham, and Francois Zugmeyer, have more than 13 continuous years of working history together in preparing street improvements plans, specifications and estimates. We consistently deliver the best possible solutions, on time and within budget.

DKS Associates TRANSPORTATION SOLUTIONS **Founded in 1979, DKS is a consulting firm specializing in traffic engineering and transportation planning and is one of the largest specialized transportation/traffic firms in the West with a staff of over 115 people. DKS has extensive experience with transportation engineering from the concept stages through to design and construction, operations and management. Staff members have worked on complex projects throughout the West in settings that involve a variety of stakeholders, multi-jurisdictional agency staff, traffic and planning commissions, city and county councils and other groups all with differing agendas and needs.**

Founded in December 1992, Diaz•Yourman & Associates (DYA) provides geotechnical design and construction services throughout the State of California for a wide array of project types, including transportation. They have extensive experience performing geotechnical investigations for street widenings and improvements, including pavement rehabilitation/reconstruction, storm drains, retaining walls, medians, and new turn lanes throughout Southern California.

FORKERT ENGINEERING & SURVEYING, INC. Forkert Engineering and Surveying, Inc. (FES) is a Professional Civil Engineering and Land Surveying Company providing a wide range of services, including mapping, construction management, surveying, and right-of-way work. They have provided survey and right-of-way services for Orange County Sanitation District, Southern California Edison, and AT&T.

Founded in 1997 and located in Costa Mesa, David Volz Design (DVD) provides planning and design for streetscape development and redevelopment, community, neighborhood parks, urban open spaces and park rehabilitation. DVD has prepared numerous streetscapes for local agencies throughout Southern California.

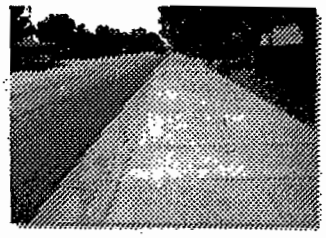
Section 3 - Team Experience

Civil Works staff and our project team has tremendous experience preparing preliminary and final engineering for roadway improvements for municipalities, counties, transportation agencies, and developers. We have extensive experience in roadways, geometric layouts and profiles, hydrology / drainage studies and reports, grading, drainage design, right-of-way engineering, utility studies and modification plans, stage construction concepts, water quality related reports, and cost estimating. For example, our staff has successfully completed street widening projects in the cities of Fullerton, Hesperia, Asuza, Newport Beach, Yorba Linda, Riverside, Huntington Beach, and Los Angeles. We have also completed several roadway rehabilitation projects for the City of Costa Mesa.

Some examples include:

FOOTHILL BOULEVARD / CITRUS AVENUE INTERSECTION

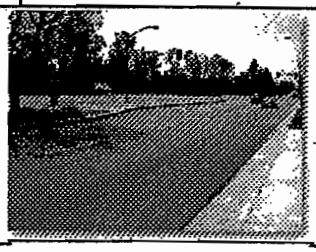
Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
City of Azusa Carl Hassel, P.E. City Engineer (626) 812-5064 chassel@ci.azusa.ca.us	Design Fee: $79,325 Construction: $720,000	Design: 2009 Construction: 2009	Project Manager: David Grantham (Road) Jeff Heald (Traffic) Principal-In-Charge: Marie Marston



- Provided preliminary design and final construction documents to narrow Foothill Blvd and widen Citrus Avenue to accommodate University student pedestrian and vehicular traffic.
- Narrowed Foothill Blvd to provide combined sidewalk and bike lane improvements for University students utilizing the City right of way. Included new driveway approaches and new landscaping areas.
- Widened Citrus Avenue to provide dedicated right turn lane into Citrus College. Required reconstruction of storm drain inlets and relocation of City water line to accommodate storm drain inlets.
- Traffic Engineering completed by DKS Associates staff. Included design of the signing and striping modifications and traffic signal modification.

BASTANCHURY ROAD/IMPERIAL HIGHWAY INTERSECTION

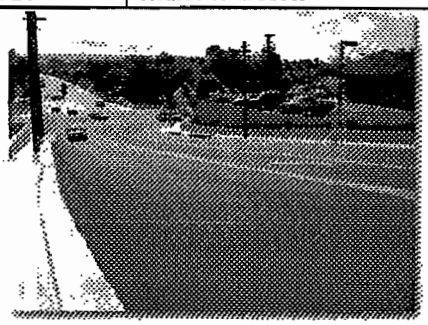
Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
City of Yorba Linda Jacki Scott, P.E. Assistant City Engineer (714) 961-7171 jscott@yorba-linda.org	Design Fee: $54,660 Construction: $206,000	Design: 2009 Construction: 2009	Project Manager: David Grantham Principal-In-Charge: Marie Marston



- Prepared the final design and construction documents for modifying Bastanchury Road at Imperial Highway.
- Project involved modifying the existing raised median and reconfiguring the pavement striping to increase intersection volumes and to accommodate new construction adjacent to the street.
- Traffic signal was modified to provide better visibility for vehicular traffic.

MESA DRIVE / IRVINE AVENUE INTERSECTION

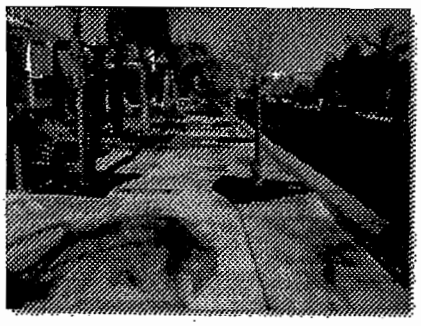
Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
City of Newport Beach Steve Badum, P.E. Director of Public Works (949) 644-3313 sbadum@city.newport-beach.ca.us	Design Fee: $65,000 Construction: $700,000	Design: 2005-2008 Construction: 2009-2010	Project Engineer: Francois Zugmeyer Project Manager/PIC: Marie Marston



- Prepared preliminary and final engineering, consisting of construction documents, for widening improvements to the Mesa Drive / Irvine Avenue intersection.
- Converted the inside westbound through lane to a second left turn lane from westbound Mesa Drive to southbound Irvine Avenue. Volume of pedestrian traffic using the City sidewalk necessitated the widening of the existing sidewalk to provide adequate width for both pedestrians and bicycles.
- The County concurrently designed a widening of Irvine Avenue from University Drive to Bristol Street. The City funded the intersection improvements and included their construction within the County's Irvine Avenue construction documents.
- Diaz Yourman performed the geotechnical engineering.

RIVER AVENUE

Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
City of Newport Beach Steve Badum, P.E. Director of Public Works (949) 644-3313 sbadum@city.newport-beach.ca.us	Design Fee: $130,000 Construction: $1.2 million	Design: 2008-2009 Construction: 2010	Project Manager: David Grantham (Road) David Volz (Landscape) Principal in Charge: Marie Marston



- Provided preliminary design and final construction documents for this street calming/improvement/beautification project for 2,000 feet of residential street.
- Included narrowing the street on the south side to provide an accessible meandering sidewalk, new driveway approaches, and new landscaping areas.
- Landscape design was completed by David Volz Design.
- The project won the 2010 APWA Transportation of the Year Project Award.

CLAREMONT BLVD/FIRST ST TRAFFIC ENGINEERING IMPROVEMENTS

Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
City of Claremont Vince Ramos (909) 399-5395	Design Fee: $18,000	Design: 2010	Project Engineer: John Dorado (DKS)

- Provided traffic safety and operational benefits to roadway users by adding Class II bicycle lanes and exclusive/two-way left-turn lanes along First Street between Mills Avenue and the existing Class I bike trail system in the City of Montclair.
- Included the preparation of conceptual plans showing two alternatives and associated preliminary engineer's estimates, and final improvement plans, specifications and estimates (PS&E) for signage, striping and roadway improvements.

GISLER AVENUE PAVEMENT REHABILITATION

Client & Contact	*Project Costs*	*Project Dates*	*Staff Involved*
Praedium Inc William Shook (949) 260-9166	Design Fee: $10,400	Design: 2006	Project Engineer: Somadevan Niranjanan (DYA)

- Provided geotechnical investigation for the proposed pavement rehabilitation of Gisler Avenue from Harbor Blvd to Nebraska Place.
- Conducted subsurface investigation, performed laboratory testing, performed engineering analysis to develop conclusions and recommendations for:
  - New flexible and rigid pavement
  - Site preparation and grading
  - Corrosion potential

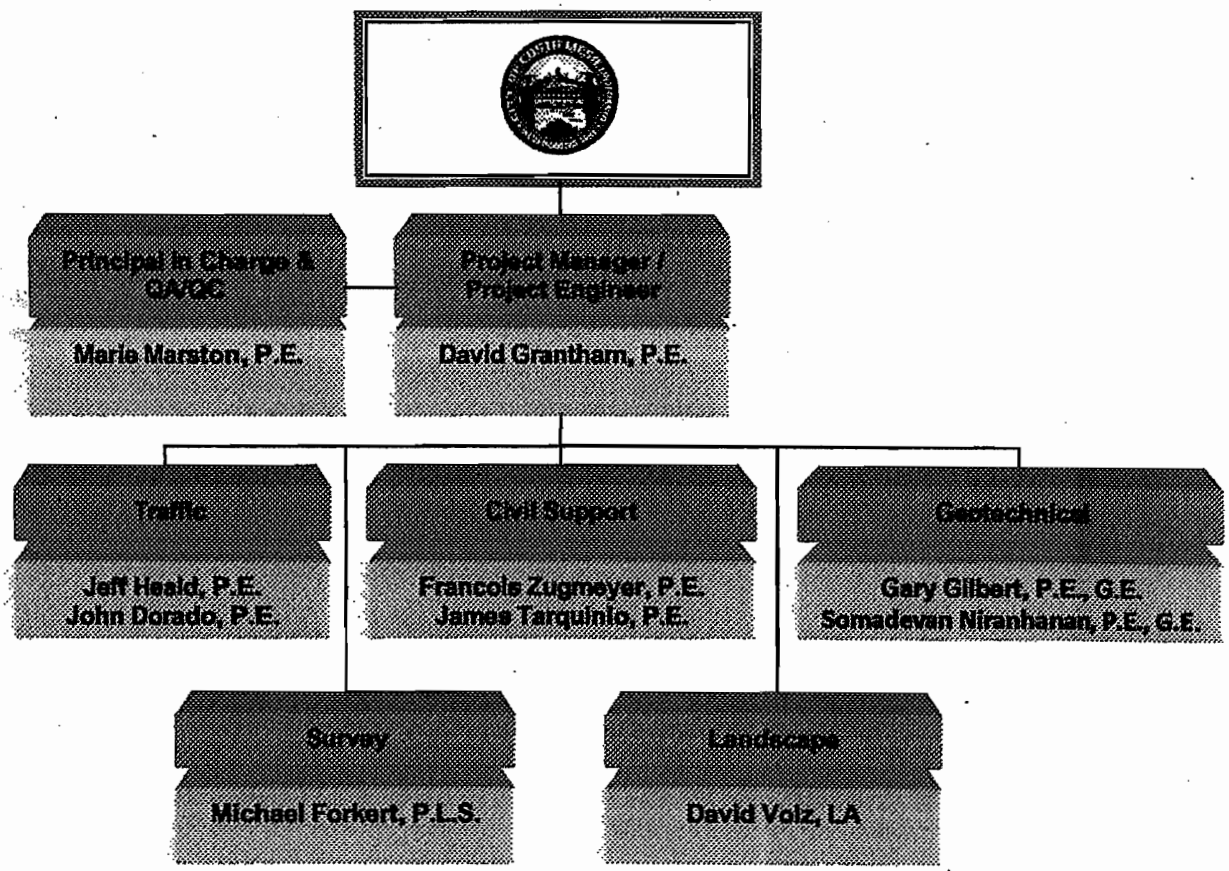
Section 4 - Team Qualifications

Team Management

The ability of a consultant to provide successful professional engineering services is a direct result of organization and the quality of the key staff assigned to the project. We have teamed with subconsultants with ample staff capability, ability to perform the required tasks, good track record of communication, responsiveness and delivery of public projects.

The project manager is critical to the success of a project. David Grantham, P.E. is assigned as our project manager / project engineer. He has led multi-disciplinary roadway engineering teams to successful completion on numerous projects. Marie Marston, P.E. will be the Principal in Charge/ QA/QC Manager for the project and will commit to the City that the key personnel identified within will be used in the project performance.

Team Organization



Key Personnel

David Grantham, P.E. – Project Manager/Project Engineer

- 15 years experience in street planning, design and construction administration.
- Significant experience working with local agencies including municipalities, counties, and transportation agencies.
- Extensive experience in street improvement projects including street widenings, street narrowings, intersection improvements – both preliminary and final engineering documents.
- Effective project management, sub-consultant coordination, and communication with clients.
- Thorough approach at the project onset makes for a complete and correct bid package at the design conclusion, addressing all details, including constructability.
- Significant experience in evaluating storm water controls and treatment devices for the site and street improvements.
- Experience coordinating construction staging and utility involvements ranging from extensive facility relocations to minor adjustments to grade to providing new facilities as part of or preceding the street construction.
- Successfully completed numerous roadway design projects for local agencies throughout Orange County, Los Angeles County, and Riverside County, including:
    - Bastanchury Road/Imperial Hwy Intersection Modifications, City of Yorba Linda
    - Foothill Blvd/Citrus Ave Intersection Improvements, City of Azusa
    - Village Center Dr/Yorba Linda Blvd Intersection Improvements, City of Yorba Linda
    - River Avenue Improvements, City of Newport Beach
    - State College Blvd/Dorothy Lane Modifications, City of Fullerton
    - Seal Beach Blvd/Westminster Avenue Intersection Widening, City of Seal Beach
    - Beach Blvd/Orangethorpe Avenue Intersection Widening, City of Buena Park

Marie Marston, P.E. – Principal-In-Charge / QA/QC Manager.

- 30+ year career of street and highway transportation planning, design, and construction.
- Significant experience in transportation projects including planning and design on local streets and major highways.
- Established relationship with numerous municipalities and their staffs gives her a great understanding of the needs of municipal projects.
- Experience working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, and developers.
- Founder, Principal and President of Civil Works Engineers, Inc.

Francois Zugmeyer, P.E. – Senior Engineer.

- 40+ years of experience water resources, transportation, and public works.
- Experienced in planning and design of street rehabilitations and improvements.
- Successful completion of numerous drainage projects including hydrology, hydraulics, storm drain design, runoff treatment, and water resources planning.

Sub-Consultants

The project team is built on successful past project relationships and office proximity. The project team has the available resources and manpower to respond to any potential work assignment.

Traffic	
DKS Associates	• 23 years of experience managing corridor studies, arterial signal system projects, as well as the planning and deployment of Intelligent Transportation Systems. • An expert in servicing the needs of local agencies with transportation engineering and planning technical support. • Strong record of collaboration with community stakeholders, local, regional, state and federal agencies.
Jeff Heald, P.E. *Traffic Manager*	

Geotechnical	
Diaz-Yourman	• 15 years of geotechnical engineering experience, including street widenings, rehabilitation and related improvements, highways, and pavements. • Has practical experience in all aspects of geotechnical engineering, including major and minor arterials in counties and cities, pavement design at airports, intermodal yards at port and railroad facilities, and pipelines and treatment plants.
Gary Gilbert *Geotechnical Manager*	

Survey	
Forkert Engineering & Surveying, Inc.	• 38 years of surveying, right of way engineering experience. • Good reputation among clients for providing exceptional professional and technical expertise, as well as creativity and responsiveness. • Currently working with Civil Works on the 145th Street and Alley Manhattan Beach Boulevard pavement rehabilitation project.
Michael Forkert, P.L.S. *Survey & R/W Manager*	

Landscape	
David Volz Design	• 25 years experience in public works and private sector projects. • On-call contracts with many Southern California cities. • Worked with CWE on projects in Newport Beach and Loyola Marymount University.
David Volz, LA *Landscape Architect*	

Detailed resumes are included in the Appendix.

Section 5 – Work Plan

Project Scope

The following provides an overview of our proposed scope. If selected or requested by the City, we can provide a fully detailed scope for each task. Our scope of services will follow the RFP and include:

Task 1 - Preliminary Engineering

1.1 - Kick-Off Meeting
- Establish key contacts
- Establish design directive protocol
- Confirm project objectives and schedule

1.2 – Research and Review
- Obtain City As-Built Plans
- Obtain Private Utility As-Built Plans
- Obtain Existing R/W Maps

1.3 – Project Base Mapping
- Create basemap from aerial basemapping and field survey
- Determine existing right-of-way
- Corner Records
- Prepare existing condition exhibit plan

1.4 – Existing Utilities
- Contact Dig Alert
- Obtain as-built plans
- Add existing utility facilities to basemap
- Coordinate with utility companies to resolve conflicts

1.5 – Preliminary Alignment Concepts
- Prepare geometric alternatives
- Determine right-of-way impacts
- Determine on-site impacts
- Preliminary cost estimate

Determining the existing conditions is important to the overall success of the project. The aerial basemap will provide the overall conditions and the topographic field survey will precisely locate the existing improvements including depth of manholes and catch basins.

The survey will be controlled by the existing monuments and benchmarks and using the latest the County Coordinate System. The record street centerlines will be added to the basemap as well as existing property lines. We will obtain current assessor maps and recorded maps from the County and preliminary title reports will be ordered. Existing property boundaries will be determined using a combination of assessor parcel maps, title reports and record maps obtained from County records. Using the recorded maps and title reports we will verify the existence and location of the any easements on the private properties. We will not prepare a Record of Survey, however we will locate existing monuments and prepare Corner Records detailing replacement of missing survey monuments. These documents will be filed at the County.

Existing utilities and as-built plans will be researched through the City and Underground Service Alert. A record of all correspondence and plans received will be maintained and copy will be prepared for the City's

records. The existing utilities will be added to the basemap and include type of facility, size of pipe, size of duct bank (if known) and location of manholes, valves, etc.

We will prepare a plan of the basemap on standard City borders at a scale acceptable to the City. The plan will detail existing conditions, utilities and right-of-way. Hardcopies, pdf and electronic files will be prepared for City records.

Using the project basemaps as our basis of design, we will prepare up to three alternatives to widen the intersection. The alternatives will detail street geometrics, driveway modifications, bus stop locations (bus pads), storm drain modifications and utility conflicts and relocations. It is expected that existing fire hydrants, water services, power pole, underground cable, telephone, electric and gas, storm drain catch basins and the traffic signal controller will be impacted by the proposed improvements.

The proposed new street right-of-way boundary will be identified with impacts to existing private improvements such as planter areas, signs and lighting. Preliminary cost estimates including right-of-way will be prepared.

We will coordinate each alternative with our traffic engineer to confirm acceptable traffic engineering criteria, location of traffic signal poles and equipment and street lighting.

Each alternative and cost estimate will be submitted to the City for review and comment. Each alternative will be revised and/or modified as necessary to address City comments. It is expected the final submittal will recommend a preferred alternative for approval by the City.

Task 2 – Right-of-Way Engineering

2.1 – Data Collection
- Record Maps
- Assessor Maps
- Development Plans
- Title Reports
- Right of Entry Agreements

2.2 – Property Impacts
- Existing easements
- Size of right-of-way acquisition & impacts
- Cost & severance estimates

2.3 – Legal Documents
- Legal Descriptions and Plats
- Calculations

Itemized cost estimates will be prepared for each parcel including severance and acquisition.

Task 3 – Plans, Specifications & Estimate

3.1 – Design Team Meetings & Coordination
- Regular meetings with project team
- Regular meetings/conference call with City
- Meetings with external project stakeholders, if required
- Discuss project issues
- Utility company coordination
- Review in-progress documents

3.2 – Reports & Studies
- Geotechnical Report
- Drainage Study
- Water Quality Review

3.3 – Potholing
- Coordinate with City locations of required potholing

3.4 – Construction Drawings (CDs)
- Title Sheet
- Typical Cross Sections
- Plan & Profile
- Storm Drain Modifications
- Construction Details (approaches, driveways, etc)
- Intersection Grades
- Detailed Cross Sections
- Private Property Modifications
- Traffic Signal Modification
- Signing & Striping
- Landscape Repair

3.5 – Technical Specifications
- Construction Phasing
- Payment clauses

3.6 – Quantities & Cost Estimate
- Construction Cost Estimate
- Contingencies

3.7 – Plan Submittals
- 70% Submittal
  - Preliminary Plans
  - Outline Specifications
  - Cost Estimate
- 90% Submittal
  - Complete Plans
  - Complete Specifications
  - Cost Estimate
  - Bid List

3.8 – Field Walk
- Complete field walk with City after review of 70% and 90% submittals

3.9 – Final Submittal
- Final Submittal
  - Mylar Plans
  - Final Specifications
  - Bid List
  - Cost Estimate
  - Calculations

3.10 – RE File
- Final Quantity Cost Estimate
- Utility Correspondence
- Blue Line Plan Set
- Survey Information

3.11 – Construction Technical Support
- Pre-Construction Meeting
- Addenda & Revisions

All improvements will be designed to current accessibility and City standards and requirements. We will coordinate with the City to incorporate acceptable construction phasing requirements such as lane closures, pedestrian routes, bike routes, etc. Potholing will be completed based on the location of existing facilities, type of proposed improvement and location of proposed traffic signal poles. The maximum pothole depth is expected to be 5 feet.

Geotechnical Report

We will drill up to six borings approximately 5 feet deep. Location of borings will be coordinated with Underground Service Alert and the existing utility basemap. Pavement shall be repaired with rapid set concrete dyed black. Testing will include moisture, dry density, particle size analysis, compaction, corrosion and R-value.

Recommendations will be provided for new hot mix asphalt (HMA) and Portland Cement Concrete pavements. Pavement options will consist of HMA over aggregate base (AB), full depth HMA, and PCC over AB pavements. PCC is commonly used for bus stop and truck traffic queuing areas and for some intersection stop areas. Using geogrids to reduce the AB thickness will also be reviewed. Typically, a substantial (more than 8-inch thick) AB layer is required to make the geogrid method effective. Conceptual evaluation of cement- or lime-treated subgrade can be provided, and if chosen, supplemental laboratory testing will be required to estimate the percentage of cement or lime needed to improve the existing basement soils. The scope and cost for the additional laboratory testing is not included in this proposal, because a better understanding of the basement and existing pavement conditions is needed before proceeding with this alternative.

At this time, environmental site assessment (ESA/ISA) is not included in our scope. ESA/ISAs are typically required for entire property takes, but not always necessary for partial right-of-way takes. We will discuss the need for environmental investigations with the City. We can complete a full ESA/ISA in accordance with Caltrans requirements, or provide a limited check for evidence of surface contamination.

Utility Coordination

Our proposed improvement plan sets will be submitted to all utility companies to verify utility locations, size, type, material, etc. Utility companies within the project vicinity are AT&T, The Gas Company, Time Warner, Southern California Edison, and Mesa Consolidated Water District. It appears electrical, telephone and cable television are underground, with an existing vault adjacent to the used car dealership. This vault will require relocation and/or modification to a traffic rated vault. We will coordinate with remaining companies as required for relocations, modifications and adjustments of facilities such as fire hydrants and manholes.

We will maintain a log of correspondence with the local utility companies that will include notifications of the project, expected design and construction dates and determination of any proposed utility work within the next three years. We will coordinate with the City if any utility facilities and/or future work impacts the project.

Drainage and Water Quality

We will review the existing drainage conditions and design the new facilities in accordance with City requirements and standards. Existing catch basin at the northwest corner will be impacted by construction

and will require relocation to the new curb return. We will review the size of the catch basin, type of inlet and depth of local depression.

In accordance with the latest water quality requirements, we will coordinate with the City the implementation of United States Environmental Protection Agency guidance "Managing Wet Weather with Green Infrastructure: Green Streets" to the maximum extent practicable. Due to the limited parkway width, this could involve installation of 'Filterra' type catch basin upstream of the existing/relocated catch basins.

Traffic Analysis

We will prepare intersection analysis for each alternative to determine geometry including turn pocket lengths, signal timing and phasing. This will include:

- Obtaining recent traffic count data from the City (within 2 years) that will satisfy the requirements of this traffic analysis. (If the City does not have recent traffic count information, the collection of existing traffic counts would become necessary).
- Obtain forecast volumes from the City for the study intersection. Coordinate with City to determine best approach to performing future evaluation of the project intersection alternatives and future geometrics.
- Prepare Traffic Analysis
    - Analysis time periods will be weekday a.m. and p.m. peak hours. Alternatives will be evaluated with existing conditions, opening year and future year scenarios.
    - Intersection Analysis using utilizing the Intersection Capacity Utilization (ICU) methodology. We will also prepare a Synchro analysis to identify the operational characteristics of the improvements. This analysis will not only look at the operating level of service of the intersection, but evaluate the potential reduction in queuing conflicts at the study intersection with the proposed alternatives. Additionally, we will evaluate the appropriate queuing/turn pocket lengths, signal timing and phasing at the Bristol Street/Baker Street intersection. The ICU methodology alone would not provide this capability.
- Prepare Traffic Analysis Memorandum

Landscaping

The existing Chevron landscaping will be impacted by the street improvements. We will prepare sprinkler system modification plans and replacement planting plans. The replacement planting will match the existing as closely as possible. Also, the 7-eleven property at the northwest corner will also require sprinkler modifications and replacement planting.

Construction Phasing

Although traffic control plans will not be prepared, a detailed discussion will be included in the project specifications outlining the lane closure requirements, detour routes and pedestrian routes. We will also address phased driveway reconstruction to provide continuous ingress and egress to the impacted properties, especially the 7-11 store and gas station.

Construction Technical Support

If authorized by the City, we will provide technical support during construction to respond to questions, clarify plans and specifications, produce addenda and revise plans as needed. We will also attend the pre-construction meeting and attend site meetings as requested by the City.

Task 4 – Project Management & Coordination

Civil Works will be responsible for overall project management, team coordination, agency liaisons and maintenance of project files. We will attend regular design meetings with the City to review project schedule, discuss any issues, and present plans and exhibits. We will prepare project status reports, meeting agendas, minutes, presentation materials and schedule updates.

We will administer the project team, execute sub consultant contracts with our team members, ensure insurance policies and certificates are provided and current for all, track our budget and billing, and other administrative requirements as necessary by the City.

Project Manager

Communication plays a large role in efficient project coordination. Our project manager, David Grantham, P.E., is a "hands-on" project manager, and has been a key team member on numerous roadway improvement projects. These projects were locally sponsored and involved multi-agency coordination, along with multi-consultant management for delivery of the documents. This experience can assure the City that Civil Works Engineers knows how to prepare construction documents and has long since completed the technical learning curve. Our team's pro-active service will benefit the City by providing timely project submittals and a successful construction project.

Our project manager, David Grantham, will be the primary point of contact. To facilitate communication, we will develop a "list" of project stakeholders. A project contact list of the team members will be developed. David will be available by phone, email and cell phone throughout the duration of the project.

Assessing Available Resources

- Civil Works Engineers understands that it is important to have sufficient staff available with the appropriate backgrounds and capabilities to complete our projects. As a small business, we assess our workload carefully in order to commit our assigned staff to projects. The success of the project is critical to a small company such as ours so that we may build our reputation and earn repeat clients.
- Maintaining regular and open communication with the project team and City staff is key to a smooth project. Regular meetings, conference calls and emails between the key personnel will keep the project moving forward and on schedule. Discussions with the City staff will help ensure the project is meeting objectives and direction.
- Our goal is for the City to be an integral part of the design process. We expect the City will assist with project development by providing timely direction (as required), coordination with other City Departments (as required) and willingness to participate in design strategies and value engineering alternatives.
- We also involve the utility companies at an early stage to ensure facilities are shown correctly, any impacts are resolved early in the design process and facilities are protected correctly.

Value Engineering

Value engineering is a significant part of a project and important to the City taxpayers. We approach the cost estimates with fresh eyes for each project and consider whether the design is cost effective, if it is meeting the project objectives, and if there are other potential construction alternatives which could feasibly achieve the needed improvement. We want to ensure the appropriate cost based on meeting the project objectives while achieving performance through the design year with limited maintenance.

Quality Assurance / Quality Control

To ensure that all deliverables will be free of errors our Quality Assurance / Quality Control program is a large part of providing detailed and coordinated design documents. Our QA/QC plan will include checking the documents – initial and final design to meet the City's guidelines and requirements in advance of all submittals. We will perform a comprehensive in-house review prior to submittal of documents and will compare the documents to the appropriate requirements/manuals. Our review includes:

- **Inter-Discipline Review – Managers of each applicable discipline will review the plans, design and/or reports.**
- **Coordination Review – The project manager, discipline managers and subconsultants review the plans, specifications and reports for proper coordination, accuracy, and submittal standards.**
- **Submittal Review – An independent review of the plans, specifications and reports will be completed by the QA/QC manager prior to submittal to the City.**

Our Quality Assurance / Quality Control program also includes preparation of written responses to comments, design issues and questions. Written responses will help acknowledge all stakeholders concerns and questions, verify all concerns and questions are addressed and reduce multiple reviews of the same issue. The QA/QC program shall in effect throughout the contract duration. Our Quality Control program will be extended to our entire project team.

Project Construction Cost Monitoring

It is important throughout the project development to keep an eye on the project cost, primarily to ensure that it is within the City's budget and expectations. The overall project cost will be developed using an in-house template cost estimating form, including the latest available unit price information. We base our cost estimating upon our knowledge of the transportation industry, which includes keeping abreast of current bid prices, reviewing cost data books, monitoring construction techniques, conversations with cities, counties, Caltrans, relationships with contractors, and other recognized cost estimating publications.

Schedule

A schedule will be prepared at the onset of project and reviewed regularly and updated as the project progresses. We can utilize the schedule to ascertain our progress at any given point during the project. The following page shows our anticipated project schedule.

Section 6 – Fee

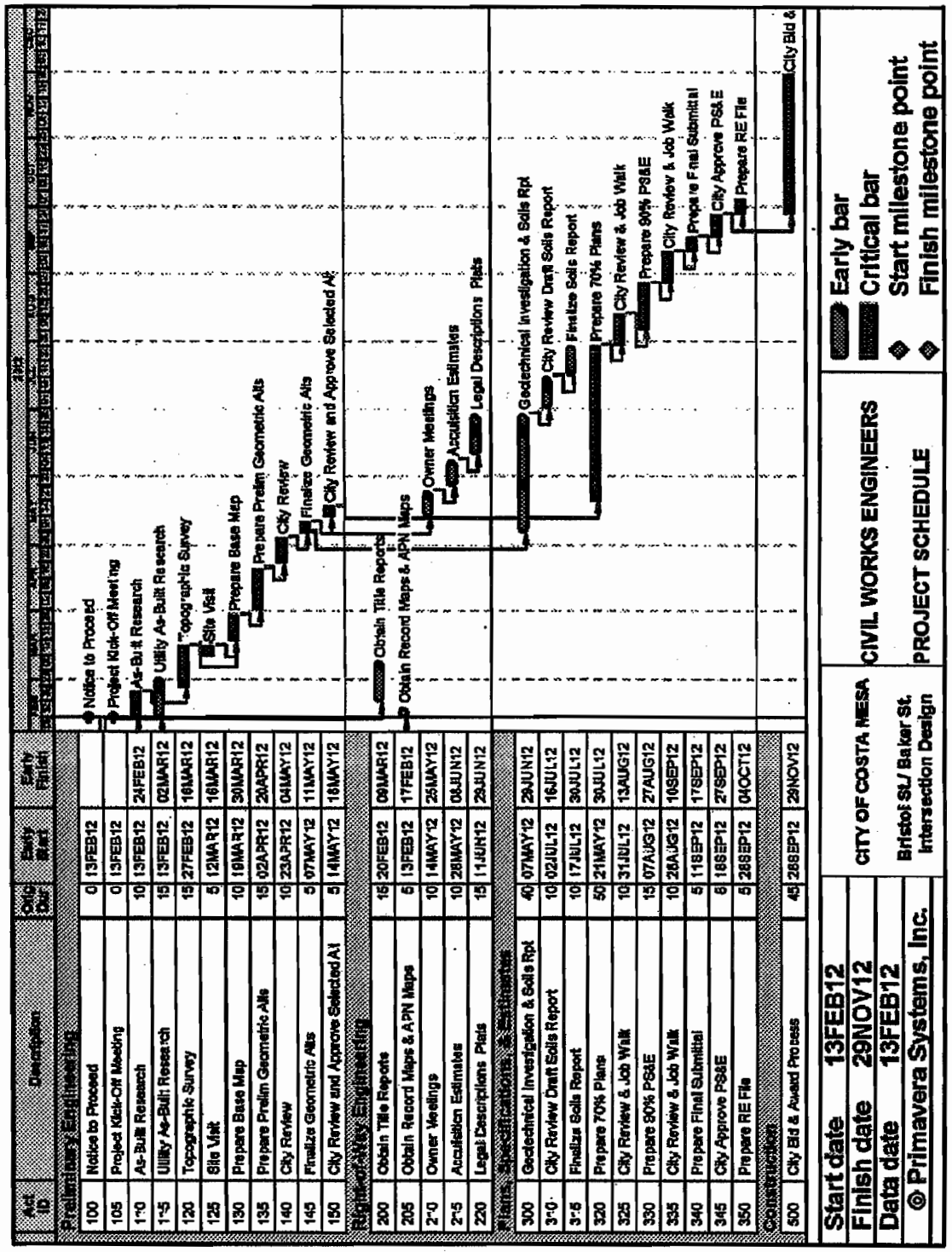
Our fee is included in a separately sealed envelope.

Section 7 – Professional Services Agreement

Civil Works currently holds policies meeting the City's required insurance and can provide additional and primary insurance endorsements to the City of Costa Mesa.

We accept the current City of Costa Mesa Professional Services Agreement.

Act ID	Description	Orig Dur	Early Start	Early Finish
Preliminary Engineering				
100	Notice to Proceed	0	13FEB12	
105	Project Kick-Off Meeting	0	13FEB12	
110	As-Built Research	10	13FEB12	24FEB12
115	Utility As-Built Research	15	13FEB12	02MAR12
120	Topographic Survey	15	27FEB12	16MAR12
125	Site Visit	5	12MAR12	16MAR12
130	Prepare Base Map	10	19MAR12	30MAR12
135	Prepare Prelim Geometric Alts	15	02APR12	20APR12
140	City Review	10	23APR12	04MAY12
145	Finalize Geometric Alts	5	07MAY12	11MAY12
150	City Review and Approve Selected Alt	5	14MAY12	18MAY12
Right-of-Way Engineering				
200	Obtain Title Reports	15	20FEB12	09MAR12
205	Obtain Record Maps & APN Maps	5	13FEB12	17FEB12
210	Owner Meetings	10	14MAY12	25MAY12
215	Acquisition Estimates	10	28MAY12	08JUN12
220	Legal Descriptions Plats	15	11JUN12	29JUN12
Plans, Specifications, & Estimates				
300	Geotechnical Investigation & Soils Rpt	40	07MAY12	29JUN12
310	City Review Draft Soils Report	10	02JUL12	16JUL12
315	Finalize Soils Report	10	17JUL12	30JUL12
320	Prepare 70% Plans	50	21MAY12	30JUL12
325	City Review & Job Walk	10	31JUL12	13AUG12
330	Prepare 90% PS&E	15	07AUG12	27AUG12
335	City Review & Job Walk	10	28AUG12	10SEP12
340	Prepare Final Submittal	5	11SEP12	17SEP12
345	City Approve PS&E	6	18SEP12	27SEP12
350	Prepare RE File	5	28SEP12	04OCT12
Construction				
500	City Bid & Award Process	45	28SEP12	29NOV12



Appendix A

Civil Works Engineers

DAVID GRANTHAM, P.E.
PROJECT MANAGER

EDUCATION
B.S., 1996, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL DATA
Registered Professional Engineer in California (#59999, 2000)
Land Surveyor-In-Training (#6401, 2002)
Qualified SWPPP Developer (QSD)

EXPERIENCE OVERVIEW
Mr. Grantham has 15 years experience in the planning, design and construction of public works improvement projects. He has prepared engineering for specific improvement designs such as street widenings, street narrowings, pavement rehabilitations and intersection improvements. In addition to preparing the roadway layout and profiles, he is adept in storm drainage, grading, utility modifications and coordination, construction staging, survey control, and local agency coordination. David works effectively with the entire project team including the client, the survey firm obtaining the base information, the geotechnical engineer making pavement recommendations, the traffic engineer for traffic control and permanent signing and striping, and landscape architect for the street aesthetics. His thorough approach at the project onset makes for a complete and correct bid package at the design conclusion, addressing all details, including constructability. He has significant experience working with local agencies including municipalities, counties, transportation agencies, and Caltrans. He makes a habit of contacting the approving agencies early, specifically the reviewers, to ensure he provides documents which will meet their needs and be readily approved.

REPRESENTATIVE PROJECTS

Foothill Boulevard/Citrus Avenue, Azusa Pacific University, City of Azusa. Project Manager. Project involved street narrowing on Foothill Boulevard to provide a class 1 bike lane for Azusa Pacific University students, installation of a right turn pocket on Citrus Avenue into Citrus College, drainage modifications, signal modifications, and striping modifications. Project was also coordinated through Citrus College and City of Glendora.

Seal Beach Boulevard / Westminster Avenue Intersection Improvements, City of Seal Beach. Project Engineer. Prepared final PS&E including geometric alternatives, pavement design and overlay, and construction. Involved two phases of street improvements to the Seal Beach Blvd./Westminster Avenue intersection. The design included widening of both streets to provide dual left turn lanes for all movements, additional through lanes and a right turn pocket on Westminster Avenue. Right-of-way takes and modifications to drainage systems, and traffic signals were also included.

State College Boulevard Improvements, International Parking Design, City of Fullerton. Project Engineer. Project involved providing final design for widening State College Boulevard to provide additional right turn pocket length and widening of the State College Boulevard/Dorothy Lane intersection to provide additional travel lanes on Dorothy Lane exiting the University campus. The intersection widening also required modifying and upgrading the traffic signal. Utility relocations were required as part of the right turn pocket widening. Project was coordinated through the City of Fullerton.

Rose Drive Narrowing, City of Yorba Linda. Project Manager. Roadway was narrowed due to re-classification to a primary highway. Project involved narrowing the roadway by reconstructing the curb and gutter, providing a larger parkway consisting of sidewalk and landscaping. Responsible for the preparation of final construction documents for the street narrowing and beautification. Traffic signal and pedestrian crosswalk signals required modification and poor drainage conditions were also addressed. Construction cost is estimated at $3 million.

River Avenue Improvements, City of Newport Beach. Project Manager. Project involved preparing preliminary and final civil engineering plans for this street calming/improvement/beautification project. Improvements extended 2,000 feet along River Avenue and also included 48th Street, 49th Street, 50th Street, 52nd Street, and 53rd Street. The project narrows the street on the south side of the street to provide a meandering sidewalk and new landscaping areas. Two parking bays were installed to provide dedicated parking areas. The numbered streets were also narrowed to provide accessible compliant sidewalk. The numbered streets were then converted to one-way only streets, with parking limited to one-side of the street only. Curb ramps are added to the intersections along River Avenue and the numbered streets. Coordinated with City's landscape design consultant. Held public meetings for input.

I-605 Valley Boulevard Interchange, City of Industry, County of Los Angeles, Caltrans District 7. Project Engineer. Prepared Project Study Report for interchange reconfiguration improvement alternatives. The City initiated the Caltrans project development process after performing a feasibility study on the interchange. The interchange is currently plagued by long queues on westbound Valley Boulevard attempting to access the ramps to northbound and southbound I-605 and congestion at the Valley Boulevard/Temple Avenue intersection. The dual ramp entry from westbound Valley is coupled with traffic from the Temple southbound free right joining this ramp entry area causing operational problems. Trains crossing the at-grade rail tracks that cross Temple Avenue just north of the intersection result in backup of southbound Temple Avenue traffic headed to the ramps and queues on the northbound off-ramp. As part of the PSR, we identified three potential build alternatives to improve the interchange operations. The Caltrans process included preparation of geometrics, fact sheets, drainage studies, right of way data sheets, cost estimates, storm water data report, traffic management plan, utility review, geotechnical analyses, hazardous waste studies, staging, and traffic handling. The estimated construction cost ranges from $25 – 30 million.

Azusa Avenue Improvement, West Covina Heights LLC, City of West Covina. Project Engineer. Project involved providing final design for widening Azusa Avenue as part of a commercial site development. An existing intersection was relocated to meet the requirements of the new development. Several geometric alternatives were considered to provide right turn pockets and dual left turn pockets without impacting the existing raised center median. A new traffic signal was also required.

Bastanchury Road Improvements, City of Yorba Linda. Project Manager. Prepared final civil engineering plans to modify and widen Bastanchury Road at Imperial Highway. Project involved modifying the existing raised median and striping to increase intersection volumes and accommodate new adjacent construction and street improvements. Modification to the traffic signal was also included. Construction cost was estimated at $210,000.

Village Center Drive Improvements, City of Yorba Linda. Project Manager. Prepared final civil engineering plans to widen Village Center Drive at Yorba Linda Boulevard to provide a dual left turn pocket. Project required modifying the existing raised center median, drainage modifications, landscape modifications, striping modifications and traffic control.

Arrow Highway Et Al, County of Los Angeles Public Works. Project Manager. As part of the County's implementation of Low Impact Development methods, the project involved construction of bioswales within the existing parkways adjacent to Arrow Highway and Vincent Avenue near the City of Azusa. Existing paved parkways were modified to provide landscaping, trees and swales. The swales accept low flow runoff from the street via openings in the curb. Runoff flows through the swale and exits via a downstream curb opening. The existing sidewalk was also reconstructed with porous concrete.

Alessandro Boulevard Improvements, Black & Veatch, City of Riverside. Project Manager. Project involved providing temporary and permanent improvements for a 2.5 mile section of Alessandro Boulevard in conjunction with a large water transmission pipeline installation project. Temporary widening was required to provide traffic control during the pipeline construction. Permanent improvements were required after pipeline construction that included raised center medians, street widening to provide a third eastbound lane, pavement rehabilitation and reconstruction, striping modifications, signal modifications, and drainage modifications. Project was coordinated through the City of Riverside and Metropolitan Water District of Southern California.

Civil Works Engineers

MARIE MARSTON, P.E.
PRINCIPAL IN CHARGE

EDUCATION
B.S., 1980, Civil Engineering, Oregon State University
M.B.A., 1988, University of California, Irvine

PROFESSIONAL DATA
Registered Professional Engineer in California (#38798, 1984)

PROFESSIONAL AFFILIATIONS
Parks, Beaches & Recreation Commission – City of Newport Beach Council Appointed Commissioner, 2006-2011, Chairperson 2010-11 & 08-09
General Plan Advisory Committee - City of Newport Beach Council Appointed Member, 2003-06
Women's Transportation Seminar – OC - President 2004-05, Treasurer 2001-03, Website/Job Bank Chair 2010-11, Nominations Chair 2008-09, Mentor Chair 2006
American Society of Civil Engineers – Fellow - achieved 2009, 1998 Chair of OC Transportation Tech Group
American Public Works Association – Member, Newsletter Committee
Institute of Transportation Engineers – Fellow

EXPERIENCE OVERVIEW
Marie Marston, P.E., principal and president of Civil Works Engineers, Inc., has over 30 years of professional civil engineering experience. Her background includes general infrastructure and public works improvement projects such as transportation including streets and freeways, site improvements for commercial and public facilities, hydrology and storm drains, right-of-way engineering, utility modifications, grading, retaining walls, as well as providing funding applications assistance. Her experience covers projects from inception to completion including project and program management, planning, design, and construction. She has experience in working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, developers, and architects/engineers. She is accustomed to working on projects involving several jurisdictions and/or authorities and therefore, requiring extensive coordination among the project team with multiple agencies, reviewing entities, utility companies, and other project stakeholders.

REPRESENTATIVE PROJECTS

Mesa Drive / Irvine Avenue Intersection Widening, City of Newport Beach, County of Orange. Project Manager. Prepared alignment study including conceptual alternatives, final design improvement plans, and a drainage report for the widening of Mesa Drive at the intersection with Irvine Avenue. The purpose of the widening was to provide a second westbound to southbound left turn lane on Mesa Drive. Alignment of the lanes through the intersection resulted in the need for widening. The street widening required retaining walls on both sides, the acquisition of right-of-way, and relocation of power poles. Project was included with the County of Orange Irvine Avenue Widening Project.

Bastanchury Road Improvements, City of Yorba Linda. Principal in Charge. Prepared final civil engineering plans to modify and widen Bastanchury Road at Imperial Highway. Project involved modifying the existing raised median and striping to increase intersection volumes and accommodate new adjacent construction and street improvements. Modification to the traffic signal was also included.

Foothill Boulevard/Citrus Avenue, Azusa Pacific University, City of Azusa. Principal in Charge. This area has high volumes of pedestrians and bicyclists due to the nearby campus of Azusa Pacific University and Citrus College. Therefore, as a joint project between the two colleges and the cities of Azusa and Glendora, the Foothill Boulevard was narrowed on the north side to provide a class 1 bike lane. The project also included drainage and striping modifications. Intersection modifications included installation of a right turn pocket on Citrus Avenue into Citrus College and signal modifications at the intersection of Foothill/Citrus.

I-605 Valley Boulevard Interchange, City of Industry, County of Los Angeles, Caltrans District 7. Project Manager. Prepared Project Study Report for interchange reconfiguration improvement alternatives. The City initiated the Caltrans project development process after performing a feasibility study on the interchange. The interchange is currently plagued by long queues on westbound Valley Boulevard attempting to access the ramps to northbound and southbound I-605 and congestion at the Valley Boulevard/Temple Avenue intersection. The dual ramp entry from westbound Valley is coupled with traffic from the Temple southbound free right joining this ramp entry area causing operational problems. Trains crossing the at-grade rail tracks that cross Temple Avenue just north of the intersection result in backup of southbound Temple Avenue traffic headed to the ramps and queues on the northbound off-ramp. As part of the PSR, we identified three potential build alternatives to improve the interchange operations. The Caltrans process included preparation of geometrics, fact sheets, drainage studies, right of way data sheets, cost estimates, storm water data report, traffic management plan, utility review, geotechnical analyses, hazardous waste studies, staging, and traffic handling. The estimated construction cost ranges from $25 – 30 million.

Village Center Drive, City of Yorba Linda. Project Manager. Prepared final civil engineering plans for the addition of a second left turn lane on southbound Village Center Drive at Yorba Linda Boulevard. The existing 180' single lane pocket was replaced with two-180' lanes, thereby doubling the storage capacity. The additional lane was created by narrowing the existing landscaped median to a 3' stamped concrete nose, necessitating the removal of several trees and restriping the southbound approach. The traffic signal loops, signal head, and signal timing modifications were reconstructed as a separate plan by the City. The project was performed as part of an on-call contract with the City in under 3 months.

Azusa Avenue Improvement, West Covina Heights LLC, City of West Covina. Project Manager. Project involved widening Azusa Avenue to support a new commercial site development. An existing intersection was relocated to meet the requirements of the new development. Several geometric alternatives were considered to provide right turn pockets and dual left turn pockets without impacting the existing raised center median. A new traffic signal was also required.

Atlantic Boulevard Roadway and Bridge Widening, PBS&J, City of Vernon, Project Manager. Provided preliminary and 35% final design engineering services for this HBRR funded project. Roadway widening was proposed from south of District Boulevard northeasterly to the Caltrans interchange with I-710, an approximate distance of 1400 feet. After examining several alternatives, widening was proposed on both sides of the street up to 20 feet in width. The existing six-lane roadway has lanes as narrow as 9.5', 3' sidewalks, and no shoulders. The proposed widening includes the addition of 5' sidewalks on the bridge, 8' sidewalks on the roadway, 11-12' lanes, and 4' shoulders. The project also included an evaluation of conversion of the eastbound Atlantic to southbound I-710 on-ramp widening from one to two lanes. Also prepared a Location Hydraulic Study required by Caltrans to evaluated potential impact to existing drainage, a Storm Water Data Report to review potential impacts to water quality, and a HEC-RAS hydraulic analysis of the Los Angeles River to evaluate the impact of pier modification due to the structure widening. Project was processed through Caltrans Local Assistance Procedures to comply with HBRR program requirements. Roadway cost was estimated at $700,000.

River Avenue, City of Newport Beach. Project Manager. Prepared preliminary and final civil engineering plans for this street calming/improvement/beautification project. Improvements extended from Balboa Boulevard to Joanne Way and along 48th Street, 49th Street, 50th Street, 52nd Street, and 53rd Street. Within this 60' right of way existing sidewalk and landscaping is minimal. In-driveway parking also oftentimes blocks sidewalk accessibility. The project proposed to narrow the street, thus widening the parkway and sidewalk on the south side from 10' to 17'. The new 17' width will consist of 5' and 6' landscaped parkways with a 6' sidewalk in the center. Additionally, at the existing stop sign at 49th Street, the curb on the north side of the street will be relocated 8' toward the street center, thus additionally narrowing the street cross section at this location. The curb-to-curb width at this location will be 25' which is intended for traffic calming. Two parking bays 8' in depth are provided on the south side of the street. Additionally, the sidewalk on the numbered streets was increased from 3' to 5' on one side and the streets were converted to alternate one-way directions due to the sidewalk widening / street narrowing. Curb ramps are added to the intersections along River Avenue and the numbered streets. Coordinated with City's landscape design consultant. Held public meetings for input. The construction cost was $1,000,000.

Civil Works Engineers

FRANÇOIS ZUGMEYER, P.E.
SENIOR ENGINEER

EDUCATION
Civil Engineering Degree from E.N.S.A.I. Strasbourg, France. 1972

PROFESSIONAL DATA
Professional Engineer Registered in California (#31046, 1979)

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers – Member, Past Chair of Hydrology & Hydraulics Tech. Group

EXPERIENCE OVERVIEW
Mr. Zugmeyer has over 40 years of experience in public works projects and site development including transportation, hydrology, hydraulics, storm water, and grading. His experience in surface water and drainage projects includes hydrology, hydraulics, flood plain analyses, flood control, reservoir operation, storm drain design, runoff treatment, and water resources planning. His experience in transportation projects is for both the planning and design phases and includes project study reports, project reports, geometric development and design, hydrologic and hydraulic analyses, location hydraulic studies, storm water data reports, drainage design, and grading.

REPRESENTATIVE PROJECTS

Mesa Drive / Irvine Avenue Intersection Widening, City of Newport Beach, County of Orange. Project Engineer. Prepared alignment study including conceptual alternatives, final design improvement plans, and a drainage report for the widening of Mesa Drive at the intersection with Irvine Avenue. The purpose of the widening was to provide a second westbound to southbound left turn lane on Mesa Drive. Alignment of the lanes through the intersection resulted in the need for widening. The street widening required retaining walls on both sides, the acquisition of right-of-way, and relocation of power poles. Project was included with the larger County of Orange Irvine Avenue Widening Project.

Canoga Avenue Widening at US-101, Crain & Associates, City of Los Angeles, Caltrans District 7. Project Engineer. Prepared final engineering for this street widening project. The street was widened from 2 lanes to 3 lanes eastbound, and lanes were widened from 11 to 13 feet near the curb, by removing the northbound sidewalk beneath the undercrossing. Removal of the sidewalk required reconstruction of Caltrans storm drain and reconnecting it to the Los Angeles County Facilities on either side of the undercrossing. Prepared the field survey and civil plans. Project was processed as a permit through Caltrans and was prepared using the City of Los Angeles format.

Mitchell Avenue Storm Drain, City of Tustin. Project Engineer. The project consists of storm drain and pavement improvements to Mitchell Avenue between Newport Avenue and Red Hill Avenue for the City of Tustin. The project included preparation of a drainage report including hydrology calculations per the Orange County Hydrology Manual to assess the operation of the existing CMP Arch storm drain and the evaluation of proposed improvements. Analysis of replacement of the CMP with RCP for a 10-year storm design was compared to in situ lining.

Harbor Scenic Drive, Port of Long Beach. Project Engineer. Prepared preliminary and final engineering construction documents and construction services for realigned and widened street. Project included the relocation of Harbor Scenic Drive, Harbor Scenic Way, the public fishing area parking lot along Harbor Scneic Drive, and the THUMS crew boat facilities. The street was relocated as far east and south on Pier J as possible to increase the land area available for the new ITS railyard terminal and to accommodate new traffic circulation patterns resulting from a recently constructed grade separation. The PCT truck queue also required relocation and modification. The design required consideration for continuous access during construction to accommodate all Pier J tenants.

DKS Associates
TRANSPORTATION SOLUTIONS

Jeff Heald, PE

Southern California Operation Manager (Traffic)

EDUCATION
Michigan State University, Civil Engineering, 1988

YEARS OF EXPERIENCE
23

YEARS WITH DKS
1

PROFESSIONAL AFFILIATIONS
Institute of Transportation Engineers (ITE)

PROFESSIONAL REGISTRATION
California (Civil) C49164
Michigan (Civil) 49622
Ohio (Civil) 69460
Access Management, MDOT
Interchange Justification Studies, ODOT
Project Development Process, ODOT
Traffic Safety Studies, ODOT

Mr. Heald has managed numerous traffic engineering design projects in Southern California including recent efforts for Santiago Canyon College in Orange and LA Trade Tech College in the City of Los Angeles. His broad experience in the transportation field has provided clients with the development of technical solutions which are focused and cost effective.

Relevant Projects

Jeffrey B. Heald, PE has managed corridor studies, arterial signal system projects, parking facility evaluations, and site access designs, as well as the planning and deployment of Intelligent Transportation Systems. He is an expert in servicing the needs of local agencies with transportation engineering and planning technical support. He has provided professional consulting services to public and private sector clients throughout California, Michigan and Ohio.

Santiago Canyon College TIS and TS, SS, IC Design. Mr. Heald was the Associate in Charge in designing two traffic signal plans, one signing and striping plan and one interconnect plan after the analysis of a traffic study determined the needs of the college for its expansion. The project interfaced with college and City staff to determine objective results benefiting the students and residents of the nearby community. The design required close coordination with the civil engineering designer to design ADA ramps, pole locations, and utilizing existing conduit infrastructure at the intersection.

LA Trade Tech College Traffic Engineering Mr. Heald was the Associate in Charge of the development of a traffic design needs study and the preparation of PS&E for traffic signal installation and modifications plans, signing and striping, traffic control and street lighting plans as part of a design build project for the Los Angeles Community College District. The project involved significant amounts of interface with the City of Los Angeles, LACCD and the design build partners.

OCTA Traffic Light Synchronization Program. Mr. Heald was the Project Manager on this project with OCTA to provide signal engineering services on the El Toro Road corridor in Orange County which encompasses 11 miles and approximately 40 intersections. The purpose of this project is to develop efficient signal timing plans and coordination strategies and furnish/install/update signal control systems and communication equipment for the El Toro Road corridor.

This project also involves an extensive data collection and field review effort including video-based intersection counts, video-based GPS travel time surveys, and signal controller and equipment review and inventory. Signal timings and coordination plans are being optimized and developed for multiple time/day scenarios including weekday AM, Midday, and PM and weekends, based on a series of measures of effectiveness such as number of stops, travel time, delay, GHG emissions, etc. In addition, unique signal flush timing plans are being developed for the I-5 interchange and surrounding area. He is working with vendors to procure and install signal equipment.

2009 OCTA Congestion Management Program. Mr. Heald served as the Associate in Charge on this project for the Orange County Transportation Authority (OCTA), which involved performing an existing traffic conditions inventory and evaluation for approximately 500 intersections in Orange County. The projects of this project are used to monitor local jurisdiction compliance with the LOS standards for Congestion Management Program (CMP) and the Measure M Growth Management Program (GMP) in Orange County. Under Mr. Heald's guidance, collected extensive traffic data related to traffic volumes, lane configurations, signal timings and operations characteristics for the 500 study locations. Directed a GPS travel time survey that evaluated the peak hour travel conditions on 10 corridors, and developed Synchro models for approximately 250 intersections in Central Orange County.

SR-57 Widening Project. Mr. Heald was the Associate in Charge for the preparation of the traffic study for the SR-57 Widening PR/ED project. His responsibilities included the management of the effort to develop the micro-simulation models for the SR-57 study area, evaluation of existing and future traffic operations conditions before and after the project alternatives, and preparation of a traffic circulation impact report as part of the PR/ED.

DKS Associates
TRANSPORTATION SOLUTIONS

John A. Dorado, PE

Senior Transportation Engineer (Traffic)

EDUCATION
California State University Fullerton, Civil Engineering, 1999

YEARS OF EXPERIENCE
12

YEARS WITH DKS
1

PROFESSIONAL REGISTRATION
California (Civil) #74405

PROFESSIONAL AFFILIATIONS
Institute of Transportation Engineers (ITE)
Orange County Traffic Engineer Council (OCTEC)

AREAS OF EXPERTISE
Signing & Striping Design
Traffic Signal Design
Stage Construction
Traffic Control
Intelligent Transportation Systems (ITS)
Traffic Impact Analysis (TIA)
Traffic Engineering Reports

Mr. Dorado has managed several transportation planning and traffic engineering projects throughout Southern California. He has led project teams to successful completion of project deliverables within schedule and budget.

Mr. Dorado has over 12 years of experience in the field of transportation planning/traffic engineering. He has a balanced understanding between planning and design for transportation projects within the public and private sectors ranging from traffic studies to highway design. His experience also includes planning and design of Intelligent Transportation Systems. He has provided project work plans, budgets and schedules in order to deliver projects on-time and on-budget.

Barranca / Red Hill / Dyer Intersection Widening, Irvine. **Assigned and managed a project team for the design of traffic engineering project elements from start to completion. Responsible for the preparation of plans, specifications and estimates (PS&E) for traffic signal modifications, a closed circuit television (CCTV) system, signal interconnect communications utilizing fiber optic/hybrid cable, signing/striping improvements and traffic control. This project was initiated by the City of Irvine, but it is located within two other city limits, Tustin and Santa Ana. Each city's requirements were taken into consideration for the design and specifications.**

On-Call Traffic Engineering Services, Cypress. **Assigned as a task leader for the City of Cypress On-Call Traffic Engineering Services, which included the design of various traffic signals and signing/striping improvements throughout the City. Mr. Dorado served as project engineer responsible for oversight and review of plans, specifications and estimates (PS&E) for the Crescent Avenue at Watson Street Traffic Signal Improvements. This project included communications to the City's traffic management center, which utilized the City's existing signal interconnect cable and required equipment upgrades to various traffic signal controller cabinets along the communication alignment from the project intersection to the City Hall.**

Claremont Boulevard and First Street Traffic Engineering Improvements, Claremont, CA. **Mr. Dorado served as the project engineer providing traffic engineering services to the City of Claremont. The objective of this project was to provide traffic safety and operational benefits to roadway users by adding Class II bicycle lanes and exclusive/two-way left-turn lanes along First Street between Mills Avenue and the existing Class I bike trail system in the City of Montclair. The project included the preparation of conceptual plans showing two alternatives and associated preliminary engineer's estimates, and final improvement plans, specifications and estimates (PS&E) for signage, striping and roadway improvements. The striping improvements along First Street consisted of removing one through travel lane in each direction in order to provide bike lanes. The project goal was to enhance the City of Claremont's bikeway systems and provide connectivity to an adjacent City's existing Class I bike trail (City of Montclair).**

Project Study Report (PSR) for Ball Road/Sunkist Street Intersection Improvements, Anaheim. **This study analyzes four build alternatives for roadway improvements at the intersection of Ball Road and Sunkist Street. The improvements provided in each alternative include an additional left-turn lane in each direction along Sunkist Street and a dedicated right-turn lane in the westbound direction along Ball Road. The project converts an existing westbound right-turn lane to a third through lane. Mr. Dorado was assigned as a task leader responsible for the oversight and preparation the traffic signal concept plan (Alternative 1), which included existing/new traffic signal pole locations, video detection, loop detection, signal phasing, pole schedule, traffic signal and pedestrian indications, relocation of the existing traffic signal controller and service cabinets, and the relocation of the existitng "Meter On" pole.**

Trabuco Road at Monroe Traffic Signal Alternatives Study, Irvine. **Mr. Dorado served as project engineer responsible for the intersection analysis, design alternatives, conceptual plans, and the deliverable project report. The purpose of this study was to analyze the Trabuco Road/Monroe intersection in order to identify intersection control, access and geometric alternatives that will reduce the number of vehicular conflicts, improve intersection control awareness, improve operational deficiencies, and improve circulation at this intersection. A summary of advantages and disadvantages associated with each alternative was provided including recommended alternatives for implementation. In addition, preliminary design exhibits and preliminary construction cost estimates were prepared for each alternative.**

Long Beach Boulevard Rehabilitation and Traffic Signal Improvements, Long Beach. **Assigned as the Traffic Engineering task leader responsible for the preparation of plans, specifications and engineering estimates (PS&E) for traffic signal modifications, bus stop arrival/departure dynamic message sign installations, signing/striping, traffic control, and construction phasing. Participated with a team of engineers and landscape architects to develop the Virginia Village theme as a part of the Long Beach Blvd rehabilitation program. With the oversight from the Long Beach Redevelopment Agency, the improvements consist of new bus shelters, pedestrian lighting, replacement of street lighting, street trees and decorative traffic signals. Coordination was provided with the decorative traffic signal pole manufacturer to ensure the design complied with state standard specifications. In addition, Mr. Dorado was responisble for providing construction assistance, request for information (RFI's) and shop drawing reviews/approvals.**

DIAZ·YOURMAN
& ASSOCIATES
Geotechnical Services

GARY K. GILBERT, PE, GE
Geotechnical Manager

Emphasis
- ☑ Street Widenings and Improvements
- ☑ Pavements
- ☑ Project Management

Professional Registration
2011/Geotechnical Engineer, CA – No. 2905
2002/Professional Engineer, CA – No. 62781

Education
2002/MS/Civil Engineering/ CSU Long Beach
1996/BS/Civil Engineering/ CSU Long Beach

Professional Overview
Mr. Gilbert has over 14 years of geotechnical engineering experience, including streets, highways, soundwalls and retaining walls, bridges, buildings, essential services facilities, pipelines, pavements, and port terminal facilities.

He has coordinated and performed or directed field investigations for over 100 different projects and has practical experience in all aspects of geotechnical engineering, including pavement design at airports, intermodal yards at port and railroad facilities, and major and minor arterials in counties and cities. In addition, his experience includes site selection, site investigation, engineering analysis, construction observation and testing, and project management.

PROJECT EXPERIENCE

SR-55/Newport Boulevard, Costa Mesa, CA – Geotechnical manager for the widening of Newport Boulevard from 17th to 19th Streets. Design goals were to maintain existing street parking on the east side of Newport Boulevard; provide a 4th southbound lane through the 19th Street intersection; develop the proposed 7-lane alignment alternatives to accommodate the ultimate 8-lane configuration (a future fourth southbound lane from Broadway to 17th Street) while minimizing impacts to right-of-way, parking, aesthetics, and pedestrian access; enhance pedestrian access and comply with Americans with Disability Act. Mr. Gilbert provided project direction and oversight for the geotechnical investigation, and prepared a hazardous waste ISA and recommendations in general accordance with Caltrans and ASTM criteria.

Ayala Avenue Widening, Rialto, CA – Geotechnical manager for the proposed widening of Ayala Drive between Baseline Road and Easton Street, approximately one mile long. The project consisted of widening Ayala Drive within the project limits from a 3-lane road to a 4-lane road. DYA's scope included performing borings in the existing pavement to measure the existing pavement thickness and to provide recommendations for new pavement thickness in the existing and widened portions of Ayala Avenue. Mr. Gilbert provided project direction and oversight, reviewed analyses, and developed recommendations.

South Coast Drive Reconstruction, Costa Mesa, CA – Geotechnical manager for the rehabilitating the existing pavement on South Coast Drive from west of Carmel Drive to east of San Leandro Lane. DYA's tasks for the project comprised of conducting a subsurface investigation, performing laboratory testing and engineering analyses, and preparing a geotechnical report that provided conclusions and recommendations regarding site preparation and grading, and pavement thickness for flexible and rigid pavements. Mr. Gilbert provided project direction and oversight and provided recommendations to the report.

Sakioka Drive Reconstruction, Costa Mesa, CA – Geotechnical manager for the proposed pavement rehabilitation of Sakioka Drive from Anton Boulevard to Sunflower Street. The project consisted of rehabilitating and reconstructing the existing pavement. DYA's tasks were comprised of conducting a subsurface investigation, performing nondestructive testing (NDT) and analysis using a heavy weight deflectometer (HWD), performing laboratory testing and engineering analyses, and preparing a geotechnical report with recommendations regarding site preparation and grading, and pavement thickness for flexible and rigid pavements. Mr. Gilbert provided project direction and oversight and provided recommendations to the report.

Westminster Avenue Widening Project, Seal Beach, CA – Geotechnical manager for a street improvement project that included adding a second southbound left-turn lane on Seal Beach Boulevard to eastbound Westminster Avenue; second eastbound and westbound left-turn lanes on Westminster Avenue to northbound and southbound Seal Beach Boulevard, respectively; third westbound and eastbound through lanes on Westminster through the intersection; and a retaining wall. DYA's tasks included data review, a field investigation, laboratory testing and analyses, and developing recommendations regarding seismic hazards, site preparation and grading, lateral earth pressures and resistance to lateral loads, new pavement thickness design, and corrosion potential. Mr. Gilbert provided project direction and oversight and provided recommendations to the report.

Four Alleys in the Coolidge Fillmore Area, Costa Mesa, CA – Geotechnical manager for a project consisting of replacing the existing asphalt concrete pavement in four separate alleys with Portland cement concrete. The subgrade soils encountered during DYA's subsurface investigation consisted of fine grained soils (silts and clays) with high moisture contents. Mr. Gilbert prepared a report, including recommendations for the bridging over the fine-grained soils and reducing the construction time for the alleys.

Costa Mesa Superior Ave Reconstruction and Rehabilitation, Costa Mesa, CA – Geotechnical manager for the proposed pavement reconstruction and rehabilitation for Superior Avenue from the southerly city limits to north of 17th Street in Costa Mesa, California. The project was divided into two segments (Segments A and B) based on an assumed rehabilitation approach. Segment A consisted of reconstructing a segment from approximately Industrial Way to north of 17th Street, while Segment B comprised the southerly city limits to Industrial Way using mill-and-overlay rehabilitation techniques. DYA's services for the project included conducting a subsurface investigation, performing nondestructive testing (NDT) and analysis using a heavy weight deflectometer (HWD), performing laboratory testing and engineering analyses, and preparing a geotechnical report that provided conclusions and recommendations regarding site preparation and grading, and pavement thickness for flexible and rigid pavements. Mr. Gilbert provided project direction and oversight and provided recommendations to the report.

Alessandro Boulevard Improvements, Moreno Valley, CA – Geotechnical manager for street improvements that included retaining walls, tree removals, grading, curbs, curb and gutter, sidewalks, traffic signal interconnect, bus bays, signing and striping, medians, AC pavement, street lights, drainage facilities, traffic signal modifications and traffic loops, landscape and irrigation, utility coordination, and appurtenant work. DYA performed a geotechnical investigation, laboratory testing and geotechnical analyses. Mr. Gilbert provided project direction and prepared the geotechnical report with recommendations.

Pacific Coast Highway/2nd Street Widening, Long Beach, CA – Geotechnical engineer for the proposed Pacific Coast Highway (PCH) and 2nd Street intersection widening, which consisted of adding a left-turn lane from southbound PCH to eastbound 2nd Street and widening PCH on the west side by adding a Caltrans standard shoulder. The scope of services included reviewing data, conducting a field investigation, performing laboratory tests on selected soil samples, site preparation and grading, pavement thickness design, corrosion potential, and preparing a written report. Mr. Gilbert performed laboratory testing on soil samples and provided recommendations for the written report.

North Long Beach Street Enhancement Master Plan (Area A, B, C, D, & E), Long Beach, CA – Geotechnical manager for the design of new asphalt concrete (AC) pavement and overlay for residential streets. The length of the street improvements was approximately 24 lane miles. The scope of services included drilling borings, performing laboratory tests on soil samples, performing engineering analyses, and presenting the results in a written report. The field investigation included the use of a road rater to perform non-destructive testing on the existing pavement to evaluate the condition of the existing asphalt concrete (AC) pavement and provide pavement overlay recommendations. Mr. Gilbert developed the field investigation plan, performed engineering analyses, and developed recommendations for earthwork and new AC pavements.

DAVID VOLZ

PRINCIPAL-IN-CHARGE/
LANDSCAPE ARCHITECT
LEED AP

EDUCATION

BS, Landscape Architecture, 1981
California Polytechnical
University, Pomona
Graduate Studies, Computer
Applications for Landscape
Architecture, 1981
California Polytechnical
University, Pomona

REGISTRATION

Landscape Architect, California,
#2575, 1983
Landscape Architect, Nevada,
#499, 1996
LEED Certified, 2008

Mr. Volz's Projects include:

- Community parks and neighborhood parks
- Play area design
- Parkway median construction
- Downtown revitalization
- Identity signs
- Feasibility studies
- Facility inventories
- Slope stabilization
- Financial reports and general plans
- Park rehabilitation

DVD

Mr. Volz is a LEED Accredited, registered landscape architect and has more than 25 years of extensive experience in public works and private sector projects. He has managed over $200 million of public works design projects including the master planning, design, and construction development of numerous municipal projects for over 100 public agencies in California.

Mr. Volz has experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served.

His management experience is very strong in the community outreach programs and public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that was put forth at public input sessions.

On-Call Experience

Mr. Volz serves as the landscape architect on a master consultant agreement with the City of Anaheim Park and Recreation Department providing on-call services, as well as full park design development for over eight years. Projects have included park improvements, park expansion, building renovations, median island design, and irrigation improvements.

Other on-call agreements have been commissioned with many Southern California cities such as the Cities of Coachella, Huntington Beach, Irvine, Long Beach, Newport Beach and the County of Orange to name a few.

Park project experience, encompassing neighborhood and community parks, is one of Mr. Volz' design focus. Serving in various capacities from principal-in-charge to designer, he has designed and managed several award winning parks for cities, school districts and public agencies throughout California.

Sports Park Design Experience

Mr. Volz has extensive experience in designing various sports facilities ranging from ballfields to skate parks. One of his major commissions included program management for a 5,000-seat semi-pro baseball stadium in Long Beach. This widely used sports facility is home of all the University of Long Beach's ball games as well as minor League teams. His company's design for Bell Gardens Sport Center has received more the 20 professional awards including the CPRS Award of Excellence.

EXHIBIT B

FEE SCHEDULE

Civil Works Engineers

March 19, 2012

Mr. David Cho
City of Costa Mesa, Transportation Services Division
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Reference: Request for Proposals – Engineering Services for Bristol Street and Baker Street Intersection Improvements

Civil Works Engineers is pleased to present our revised fee proposal for the Bristol Street and Baker Street Intersection Improvements. Our time and material, not to exceed fee is based on our scope of work, tasks, and labor hours as contained in the proposal and your emails dated March 13th and March 16th.

Fee:

Phase 1 – Detailed Topographic Survey & Preliminary Design Plan	$ 57,735
Phase 2 – Right-of-Way Engineering & Legal Descriptions	$ 8,475
Phase 3 – Final PS&E	$ 78,640
TOTAL	$144,850

Exclusions:

- Construction Technical Support
- Private property owner meetings and interviews
- 'Before Condition' Record of Survey

The number of geotechnical borings is reduced to a total of six and number of potholes is reduced to a total of eight.

Based on comments and discussion during the interview, we are adding a Traffic Analysis scope. This will include:

- Obtaining recent traffic count data from the City (within 2 years) that will satisfy the requirements of this traffic analysis. (If the City does not have recent traffic count information, the collection of existing traffic counts would become necessary. We can perform this but would be considered additional work with a change in scope and fee).
- Obtain forecast volumes from the City for the study intersection. Coordinate with City to determine best approach to performing future evaluation of the project intersection alternatives and future geometrics.
- Prepare Traffic Analysis

3151 Airway Avenue, Suite T-1. Costa Mesa . CA . 92626 .
T 714.966.9060 . F 714.966.9085 . www.civilworksengineers.com

- Analysis time periods will be weekday a.m. and p.m. peak hours. Up to three (3) alternatives will be evaluated with existing conditions, opening year and future year scenarios.
- Intersection Analysis using utilizing the Intersection Capacity Utilization (ICU) methodology to be consistent with the City's requirements. We will also prepare a Synchro analysis to identify the operational characteristics of the improvements. This analysis will not only look at the operating level of service of the intersection, but evaluate the potential reduction in queuing conflicts at the study intersection with the proposed alternatives. Additionally, the development of a Synchro network will allow for the evaluation of the appropriate queuing/turn pocket lengths, signal timing and phasing at the Bristol Street/Baker Street intersection. The ICU methodology alone would not provide this capability.

- Prepare Traffic Analysis Memorandum

Also, the Record of Survey task is replaced with filing of Corner Records to replace any missing survey monuments adjacent to the northeast, northwest and southwest corners of the intersection (within areas of right of way impact).

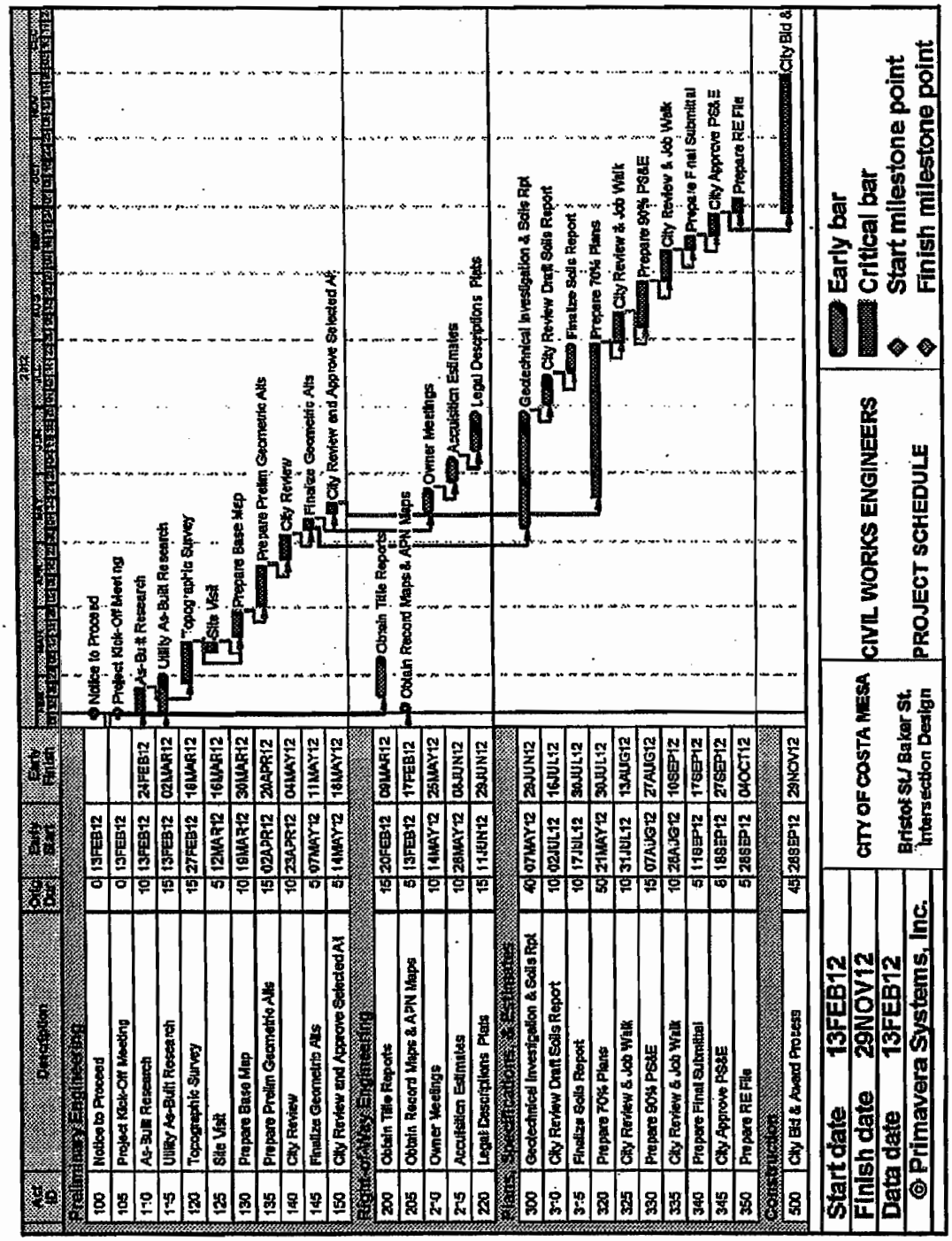
Please call if you have any questions or comments.

Sincerely,

Marie Marston, P.E., President
mmarston@civilworksengineers.com

EXHIBIT C

PROJECT SCHEDULE


Act ID
Description
Orig Dur
Early Start
Early Finish
Preliminary Engineering
100 Notice to Proceed 0 13FEB12
105 Project Kick-Off Meeting 0 13FEB12
110 As-Built Research 10 13FEB12 24FEB12
115 Utility As-Built Research 15 13FEB12 02MAR12
120 Topographic Survey 15 27FEB12 16MAR12
125 Site Visit 5 12MAR12 16MAR12
130 Prepare Base Map 10 16MAR12 30MAR12
135 Prepare Prelim Geometric Alts 15 02APR12 20APR12
140 City Review 10 23APR12 04MAY12
145 Finalize Geometric Alts 5 07MAY12 11MAY12
150 City Review and Approve Selected Alt 5 14MAY12 18MAY12
Right-of-Way Engineering
200 Obtain Title Reports 15 20FEB12 09MAR12
205 Obtain Record Maps & APN Maps 5 13FEB12 17FEB12
210 Owner Meetings 10 14MAY12 25MAY12
215 Acquisition Estimates 10 28MAY12 08JUN12
220 Legal Descriptions Plats 15 11JUN12 29JUN12
Plans, Specifications, & Estimates
300 Geotechnical Investigation & Soils Rpt 40 07MAY12 29JUN12
310 City Review Draft Soils Report 10 02JUL12 16JUL12
315 Finalize Soils Report 10 17JUL12 30JUL12
320 Prepare 70% Plans 50 21MAY12 30JUL12
325 City Review & Job Walk 10 31JUL12 13AUG12
330 Prepare 90% PS&E 15 07AUG12 27AUG12
335 City Review & Job Walk 10 28AUG12 10SEP12
340 Prepare Final Submittal 5 11SEP12 17SEP12
345 City Approve PS&E 6 18SEP12 27SEP12
350 Prepare RE File 5 28SEP12 04OCT12
Construction
500 City Bid & Award Process 45 28SEP12 29NOV12
Notice to Proceed
Project Kick-Off Meeting
As-Built Research
Utility As-Built Research
Topographic Survey
Site Visit
Prepare Base Map
Prepare Prelim Geometric Alts
City Review
Finalize Geometric Alts
City Review and Approve Selected Alt
Obtain Title Reports
Obtain Record Maps & APN Maps
Owner Meetings
Acquisition Estimates
Legal Descriptions Plats
Geotechnical Investigation & Soils Rpt
City Review Draft Soils Report
Finalize Soils Report
Prepare 70% Plans
City Review & Job Walk
Prepare 90% PS&E
City Review & Job Walk
Prepare Final Submittal
City Approve PS&E
Prepare RE File
City Bid &
Early bar
Critical bar
Start milestone point
Finish milestone point
Start date 13FEB12
Finish date 29NOV12
Data date 13FEB12
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CITY OF COSTA MESA
Bristol St./ Baker St. Intersection Design
CIVIL WORKS ENGINEERS
PROJECT SCHEDULE

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

b. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

BUDGET ADJUSTMENT AUTHORIZATION

Unit	Department	Division	Serial Number
CITY	Public Services	Transportation	12-015

Type of Transaction

- ☒ Revenue Estimate
  - ☒ Estimate Increase
  - ☐ Estimate Decrease
- ☒ Source
  - ☐ From Existing Budget Appropriations
  - ☒ From Donations, Fees, or Grants
  - ☒ From Unappropriated Fund Balance

- ☒ Expenditure Appropriation
  - ☐ Intra-Departmental Transfer
  - ☐ Inter-Departmental Transfer
  - ☐ Project-To-Project Transfer
  - ☒ Appropriation Increase
  - ☐ Appropriation Decrease

Reason for Request:

To increase revenue and appropriations for Measure M2 grant and Traffic Impact Fee funds for intersection improvements at Bristol Street and Baker Street, as recommended to City Council on April 3, 2012.

Unit	Account	Name	Fund	Organization	Program	Project/Grant	Increase	Decrease
CITY	500000	Harbor/Gisler Intersection Improvements	415	19300	30112	300140	$90,000	-
CITY	430312	Measure M2 Regional Grant	415	19300	30112	-	90,000	-
CITY	500000	Harbor/Gisler Intersection Improvements	214	19300	30112	300140	54,850	-
CITY	340295	Unreserved undesignated fund balance	214	90000	50240	-	-	54,850
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-

Department Authorization:

Reja Sethuraman — Department Director

3-28-12 — Date

Budget Verification:

The above information has been reviewed, is complete and accurate, and the appropriations and/or unappropriated funds are sufficient to support the request.

☒ Yes ☐ No

Budget and Research Officer — Date

Recommendation: ☒ Approval ☐ Disapproval

Reasons For Disapproval:

Director of Finance — Date

City Manager Action:

☐ Approved ☐ Disapproved ☐ Not Required

City Manager — Date

City Council Action:

☐ Approved ☐ Disapproved ☐ Not Required

Date

ATTACHMENT 2