CITY COUNCIL AGENDA REPORT

MEETING DATE: JUNE 4, 2013 **ITEM NUMBER: ____**

SUBJECT: PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF THE FAIRVIEW ROAD AND WILSON STREET INTERSECTION IMPROVEMENTS

DATE: MAY 23, 2013

FROM: PUBLIC SERVICES DEPARTMENT - TRANSPORTATION SERVICES DIVISION

PRESENTATION BY: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR

FOR FURTHER INFORMATION CONTACT: RAJA SETHURAMAN, TRANSPORTATION SERVICES MANAGER, (714) 754-5343

RECOMMENDATION:

1) Award a Professional Services Agreement (Attachment 1) for design of the Fairview Road and Wilson Street intersection improvements to VA Consulting, Inc., 46 Discovery, Suite 250, Irvine, CA 92618, in the amount of $141,093.
2) Authorize the Mayor and the City Clerk to execute the Professional Services Agreement.

BACKGROUND:

Approximately 14,000 vehicles per day use Fairview Road. However, Wilson Street with only one lane in each direction carries approximately 20,000 vehicles per day. Consequently, significant congestion occurs at the Fairview Road – Wilson Street intersection during the morning and evening peak hour periods. In addition, Wilson Street is an active transit route and experiences a heavy volume of pedestrian and bicycle traffic. Wilson Street is designated as a 4-lane Secondary Arterial in the Orange County Master Plan of Arterial Highways (MPAH).

Based on review of the intersection's critical movements, the improvements required to mitigate the traffic conditions at Fairview Road and Wilson Street include constructing Wilson Street to Master Plan standards with two (2) through lanes in each direction and bicycle lanes. This project also includes widening of Wilson Street from Fairview Road to Newport Boulevard.

In January 2011, Public Services staff applied for Measure M2 grant funding for engineering design for improvements at the intersection of Fairview Road and Wilson Street. In July 2011, the City was awarded Measure M2 grant funds for the engineering design work.

ANALYSIS:

In March 2013, the City issued a Request for Proposals (RFP) to several consulting firms for civil engineering design and right-of-way engineering services. Five (5) 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. Based on the proposals, staff selected four (4) consultants for an oral interview. After careful review of the proposals and responses during the interview process, staff finds VA Consulting, Inc. well qualified to perform the final engineering design and right-of-way engineering services. The proposal submitted by VA Engineering, Inc. and their responses during the interview process represents a thorough

understanding of the project, complies with the project specifications, and documents their 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 allow 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 $231,750 toward the design of improvements for the intersection of Fairview Road and Wilson Street and on Wilson Street extending to Newport Boulevard. Traffic Impact Fee revenue and staff time will be utilized to meet grant funding match requirements. Following the conclusion of the design phase, staff will pursue future Measure M2 funding for right-of-way acquisition and the construction phases of the project. The required funds for this phase of the project are budgeted in the current fiscal year.

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 five (5) proposals submitted for civil engineering design and right-of-way engineering services for improvements at the intersection of Fairview Road and Wilson Street and subsequent interview process, it is recommended that the City Council award the Professional Services Agreement to VA Consulting, Inc.

Raja Sethuraman

RAJA SETHURAMAN
Transportation Services Manager

ERNESTO MUNOZ
Public Services Director

ATTACHMENT: 1 - Professional Services Agreement

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

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND RIGHT-OF-WAY SERVICES

THIS AGREEMENT is made and entered into this 4th day of June, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and VA CONSULTING, INC, ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant perform engineering and right-of-way services as described herein below; 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 specific services in connection with the project described below (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 the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" 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. 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. 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.

1.4. 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 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.

1.6. 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Forty One Thousand and Ninety Three Dollars ($141,093.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response 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's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. 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 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 "D," 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 one year and one month, ending on June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(b) 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 and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."

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

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. 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.

5.4. 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 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.

Mohammad Heiat shall be the representative of Consultant 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:
VA Consulting, Inc.	City of Costa Mesa
46 Discovery, Suite 250	77 Fair Drive
Irvine, CA 92618	Costa Mesa, CA 92626
Tel: (949) 474-1400	Tel: 714-754-5183
Fax: (949) 261-8482	Fax: 714-754-5028
Attn: Mohammad Heiat, President	Attn: Pritam Deshmukh

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 "C" 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 shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

6.12. 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.

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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 the City of Costa Mesa

_____ Date: 5.22.13
Department Director

CONSULTANT

_____ Date: May 16, 2013
Signature

Max P. Vahid, President and CEO
Name and Title

95-2816494
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

_____ Date: 05/21/13
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: 5/22/13
Risk Management

APPROVED AS TO CONTENT:

_____ Date: 5/22/13
Project Manager

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

March 4, 2013

SUBJECT: REQUEST FOR PROPOSALS - ENGINEERING SERVICES FOR FAIRVIEW ROAD AND WILSON STREET INTERSECTION IMPROVEMENTS

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering services for improvements at the intersection of Fairview Road and Wilson Street. The scope of services generally consists of the following:

Phase 1: Detailed topographic survey and Preliminary Design Plan
Phase 2: Right-of-way engineering and legal descriptions
Phase 3: Final civil design plans, specifications, and estimates (PS&E)

Final PS&E shall be developed as a turnkey project for advertisement and construction.

BACKGROUND

The intersection of Fairview Road/Wilson Street is significantly congested during the peak periods. Fairview Road is classified as a Major Arterial and Wilson Street is classified as a Secondary Arterial in the Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highways (MPAH). Wilson Street carries approximately 20,000 vehicles, significantly in excess of the capacity of a two-lane roadway. Wilson Street provides access to retail shopping centers at Harbor Boulevard/Wilson Street and also to the SR-55 Freeway. Consequently, there are significant east-west movements during the morning and evening peak periods at this intersection. Wilson Street, while designated as four-lane Secondary Arterial, currently has one travel lane in each direction. In addition to vehicular traffic, Wilson Street is an active transit route and has significant pedestrian and bicycle traffic.

Based on critical movements, the improvements required to mitigate the traffic conditions consist of widening Wilson Street to Master Plan standards with two through lanes in each direction with bicycle lanes. In addition to widening at the intersection of Fairview Road and Wilson Street, widening of Wilson Street from approximately 365 feet west of Fairview Road to Newport Boulevard is required. The attached aerial map shows the existing lane configuration and proposed improvements.

SCOPE OF SERVICES

The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction is established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

PHASE I - Topographic Survey & Preliminary Design Plan

The project area is defined as Fairview Road, 400 feet north and south from centerline of Wilson Street, and Wilson Street from Columbia Drive to Southbound Newport Boulevard. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials, obtain a City permit, and secure right-of-entry for survey and geotechnical fieldwork.
3. Perform a topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. The survey shall extend 50' outside of the City right-of-way within adjacent private parcels and 100' into cross streets. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Perform aerial photography and photogrammetric mapping. For aerial mapping, survey documents to be furnished include prints showing controls, a complete photo index with negative, the original aerial photography negative, and a complete digital file.
5. Establish City and private right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map. The consultant shall:

    a. Recover or reestablish monumentation of points controlling in the deed description which created the City right-of-way boundary.

    b. Recover all existing City right-of-way boundary line monumentation documented in County and City records.

    c. By field survey, tie controlling monuments and boundary line monuments to each other and to the Orange County Horizontal Control Network.

    d. Establish the existing City right-of-way boundary and document all work in a "Before Condition" Record of Survey.

    e. Obtain a litigation guarantee/title report and define the exact limits of each private parcel, estimated for three (3) parcels.

6. Research and establish the precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.
7. Plot the detailed survey notes and electronic mapping files at 40 scale via CAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, stairs, parking lots and parking stall layouts, buildings, planters, patios, signs, and all other physical features.
8. Prepare preliminary alignment concepts for the proposed improvements, identify associated impacts and costs. The concepts should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, bus stops, medians, centerlines, etc. The concept plans will be used to determine the preferred alignment plan. A detailed cost estimate itemizing all construction and right-of-way elements should be prepared.

PHASE II – **Right-of-way Engineering**

The Consultant shall review the proposed intersection to determine right-of-way requirements, impacts, and costs. Right-of-way engineering services shall include:

1. Obtain and review all existing right-of-way documentation of the project area, assessor maps, building site plans, and parcel maps for each affected property.
2. Facilitate the execution of all right-of-entry agreements as required for survey and geotechnical work. Procure and review current litigation guarantees/title reports, development tract maps, building plans, and associated property documentation for each affected property. Costs incurred to procure this documentation shall be included in the contract fee.
3. Determine all easement locations including utilities, existing easement facilities, and disposition of affected facilities and easements with alternative alignments.
4. Identify square footage to be acquired and itemize project impacts resulting from each affected property.
5. Interview owners and tenants, present the proposed project, and assess the extent of concerns conveyed at the meeting.
6. Prepare itemized cost estimates for acquisitions per parcel and per alignment plan, and estimate severance and/or cost-to-cure damages (excludes formal appraisal services).

Upon approval of the final alignment of the proposed improvements, perform calculations to establish precise right-of-way acquisition areas for each parcel to be acquired. Review and verify traverse closures and area calculations for each parcel. Prepare legal descriptions and acquisition maps for each parcel. The Consultant shall plot on 8-1/2" x 11" vellum acquisition maps per City standard layout. Maps shall be drawn in ink, by AutoCAD, or by another approved method. Process for City review and provide five (5) copies for each parcel of the final legal description, deed, exhibits, and right-of-way map for City execution.

PHASE III – Plans, Specifications & Estimates

The preparation of final civil design plans, specifications and estimates, and utility coordination shall conform to MUTCD, Caltrans, and City standards. Plan and profile will be required for the existing and proposed elevations. Plans shall be 1" = 20' scale horizontally and 1"=2' vertically on standard 24" x 36" sheets. AutoCAD latest version shall be utilized, completed on 4 mil. erasable mylar per the City standards. Plans are to be fully detailed to advertise and construct the project, including:

< Surveying
< Geotechnical analysis
< Traffic signal modification plan
< Signing and striping plan
< Special provisions
< Processing and approvals
< Hydrology
< Plan and profile drawings
< Curb, gutter, & sidewalk
< Contract documents
< ADA improvement details
< Utility adjustments/relocations

< Private on-site reconfiguration including landscaping and irrigation adjustments; and lighting and sign relocations

1. Plot all physical features including to BCR, ECR, flow-lines, centerlines, angle points, top of curb, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles, fire hydrants, catch basins, signs, water valves, manholes, etc. Within all adjacent private properties, define driveways, walkways, curbs, walls, AC and parking stall layouts, buildings, planters and irrigation, signs, lighting, utilities, and all other physical features. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of project.

2. Prepare final intersection grid grades at 10' intervals for Fairview/Wilson and provide elevations at TC, FL, EG, EP, BCR, ECT, ¼ and ½ curb return, at 1"=10' scale. Prepare final cross sections at 25' intervals, indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, and join elevations and details to private property, etc., conforming to City standards. Cross sections shall be submitted with the first plan check.

3. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.

4. The consultant shall include $10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.

5. Geotechnical/Materials report - Obtain, analyze, and document geologic and engineering data averaging five feet in depth for the project area (estimated three locations), and develop R-value and pavement design recommendations. The Geotechnical report shall include:

   - Review of readily available background materials, including published geologic maps and literature, in-house information, and stereoscopic aerial photographs. Consultant shall also review preliminary project plans, as-built project plans and specifications, log of test boring sheets, and existing structure foundation reports, if available.

   - Performance of a geotechnical site reconnaissance to observe the geotechnical conditions along the proposed alignment.

   - Provide borings at three (3) locations determined by the Consultant and approved by the City. Borings shall be a minimum of 6" wide and average 5' deep, with cores backfilled and compacted at 95% with AC material immediately following work. Provide boring log and maps showing dimensions of cores and horizontal distances from identifiable roadway points.

   - Establishing existing structural section, R-value, moisture content, expansiveness, caving potential, water level, traffic indices, and sand equivalency. Determine estimated range and degree of soil contamination if encountered. The City will provide the average daily traffic volume data.

   - Preparation of a Geotechnical Report presenting the results of the data review and findings, conclusions, and recommendations relative to the geotechnical aspects of the project's design and construction. Identify recommendations for treatment and tabulate soil information in table format for existing and proposed conditions.

6. Prepare traffic signal modification plans for intersections of Fairview Road at Wilson Street and Fairview Road at Southbound Newport Boulevard, and coordinate with Edison on service requirements and any necessary street light relocations.

7. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations. Define removals and replacement of corrugated metal pipe (CMP) and design catch basin relocations, modifications, and repairs as needed.

8. Define and document Water Pollution Control requirements.

9. Define new monuments or re-setting of existing monuments and provide detailed drawings fully dimensioned for each.

10. Traffic control plans are not required. However, the specifications shall concisely define the lane and detour closure approach to minimize traffic and pedestrian impacts, and accommodate staged work requirements.

11. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction proposal form and contract agreement will be furnished to the Consultant by the City.

12. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.

13. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 70% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.

14. Conduct a field walk-through with the City during the first and second PS&E submittal.

15. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; soil and hydrology reports; survey data; Utility File; Right-of-Way File, and all relative project information.

16. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. A copy of the CPM software program and monthly updates shall be furnished to the City Project Manager.

Content of Proposal

It is requested that the following be submitted with your proposal:

1. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organization chart and staffing plan identifying personnel on this project, with a brief resume on each individual (two pages max per person) and recent projects on which they have worked of a similar type. Identify the project manager with a detailed resume, and the

individual authorized to negotiate the contract on behalf of the consulting firm.

5. A listing of similar street improvement projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency's contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).
7. Submittal of **four (4)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses, be itemized under the following phases:

Phase I: Detailed topographic survey and Preliminary Design Plan $_____
Phase II: Right-of-way engineering and legal descriptions $_____
Phase III: Final PS&E $_____

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa,

Transportation Services Division, 4th Floor, City Hall, **on or before 5:00 p.m., April 1, 2013**. If additional information is required, please contact David Cho, Assistant Engineer, at (714) 754-5017, or email at: david.cho@costamesaca.gov.

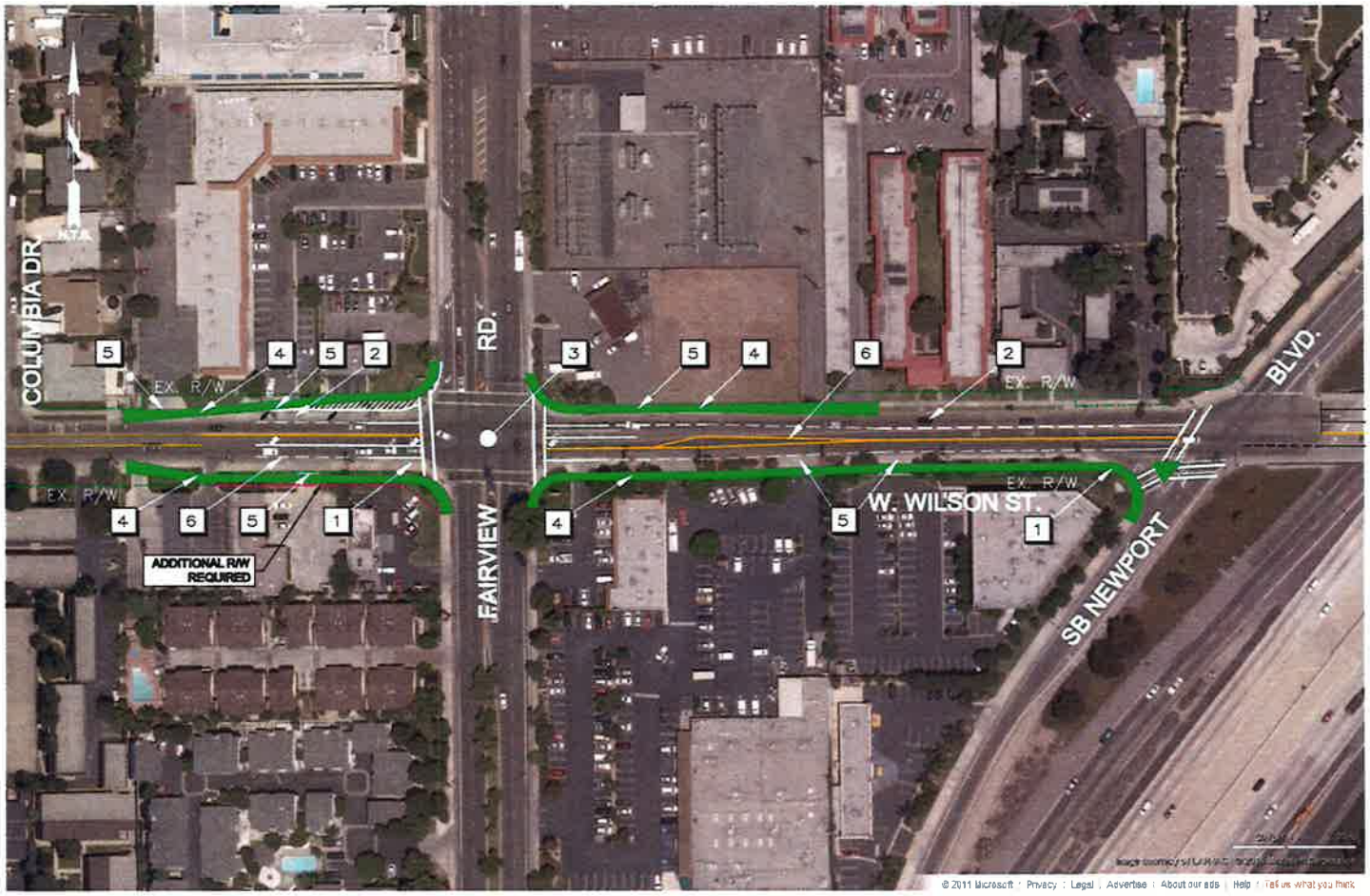
Sincerely,

Raja Sethuraman

RAJA SETHURAMAN, Manager
Transportation Services

Attachments:
1. Exhibit "A" – Aerial Map
2. City Standard Agreement and Certificate of Insurance Forms

c Ernesto Munoz, Public Services Director
Fariba Fazeli, Interim City Engineer
✓David Cho, Assistant Engineer



NOTES:

1. CONSTRUCT SECOND EASTBOUND THROUGH LANE.
2. CONSTRUCT SECOND WESTBOUND THROUGH LANE.
3. MODIFY EXISTING TRAFFIC SIGNAL.
4. CONSTRUCT NEW SIDEWALK.
5. RECONSTRUCT DRIVEWAY.
6. INSTALL NEW STRIPING.

FAIRVIEW ROAD & WILSON STREET IMPROVEMENTS

EXHIBIT B

RESPONSE AND SCOPE OF SERVICES

TABLE OF CONTENTS

COVER LETTER

TABLE OF CONTENTS 1

I. PROJECT UNDERSTANDING AND WORK PLAN 2

II. PROJECT TEAM 16

III. SIMILAR EXPERIENCE AND REFERENCES 23

IV. COST PROPOSAL ..... (Separate Envelope)

APPENDIX A - KEY TEAM MEMBERS' RESUMES

I - PROJECT UNDERSTANDING AND WORK PLAN

The City of Costa Mesa (City) is seeking professional engineering consultant services to prepare Plans, Specifications, and Estimates (PS&E) to improve the intersection of Fairview Road and Wilson Street (Project). The project scope includes widening at the intersection and along Wilson Street from approximately 365 feet west of Fairview Road to Newport Boulevard. The widening will provide second eastbound and westbound through lanes and will provide a cross section width on Wilson Street west of Fairview Road to accommodate a future Class II striped bike lane in each direction. A Class II bike lane is shown along Wilson Street from Fairview Road to Placentia Avenue on the City Master Plan of Bikeways.

Additional right-of-way (R/W), curb, gutter, sidewalk, access ramp, bus turnout, and pavement construction, re-grading and/or retaining wall construction, median nose cut-back, traffic signal modification, striping and pavement markings, street light, power pole, utility and catch basin relocations, private property access improvements, and minor landscaping and irrigation modifications will be required for implementation of the Project. The proposed Project design must comply with the latest edition of Caltrans, Green Book, APWA and City Standards.

VA Consulting, Inc. (VA) Team has visited the Project site and reviewed the available record drawings, parcel maps, and City General Plan documents and has noted the following:

This Project is located in a fully developed retail/commercial area. Fairview Road and Wilson Street are designated (Standard) Major Arterial and (Standard) Secondary Arterial roadways per the City Master Plan of Highways with posted 40 mph and 35 mph speed limits, respectively. The Project intersection is signalized and heavily utilized. There is an existing bus turn out along westbound Wilson Street, west of the intersection. There are existing storm drain lines with catch basins and laterals, street lights, and underground utilities within the streets R/W including water and sewer lines. There are major transmission and distribution power poles within the project limits that have to be relocated due to the widening. It is our understanding that power pole relocations will be done by the utility agency (Edison) at no cost to the City. VA will assist the City with SCE coordination for pole relocations and to explore the potential of undergrounding these facilities. The pavement within the intersection and proximity is in poor condition.

The programming cost estimating will consider partial acquisition of up to 6 APN's as identified in the concept plan provided in the RFP. In addition to the 3 properties along the south side of Wilson Street, it appears that 3 properties on the north side of Wilson east of Fairview Road may also be impacted by the Project. The potentially affected properties per the concept plan include Costa Mesa Auto Service Station, the GMC Car Wash, and a small (3) unit strip center that includes a dental office, video store, and an unidentified service shop. All three are located at the southwest quadrant of the intersection of Fairview Road and Wilson Street. Based upon the concept plan, the strip center does not appear to lose any parking spaces or drive aisle capacity in the after condition and no severance damages to the remainder parcel is anticipated. Parking impacts to the service station look to be avoidable but a slight modification to the design, or the onset of any City setback requirements, may result in the loss of 1-2 spaces. Further investigations at this site with the project team will clarify these concerns. Landscaping buffers at all three sites and the commercial sign at the strip center will be affected by the proposed design and the valuation analysis will take these improvements into account. Finally, temporary construction easements at any of the three sites may significantly affect all of their respective business operations if ingress/egress and parking capacities are temporarily restricted. These will be discussed with the Project Team as well.

It is our understanding that the traffic signal at the intersection of Wilson Street and southbound Newport Boulevard is operated by the City and an encroachment permit from Caltrans is not required. Preparation of traffic control plans is not required, but the requirements and restrictions for traffic control to be implemented and maintained by the contractor will be thoroughly identified and included in the Project specifications.

Based on the City's objectives identified in the RFP, the selected Consultant will provide design and construction support services for the following three phases:

- Phase 1 – Preliminary Engineering and Topographic Survey,
- Phase 2 – Right-Of-Way Engineering, and
- Phase 3 - Final Engineering, Bidding and Construction Support Services.

MANAGEMENT OF KEY PROJECT ISSUES

Understanding and managing the key project issues associated with the Project will be critical to the success of this design assignment and meeting the City's accelerated schedule. We have visited the Project site and reviewed the available record drawings to familiarize ourselves with the existing improvements. We have identified the following issues that will need special attention with this Project.

- **Preliminary Alignment Study** – This will be a critical task and a main component of the Project preliminary design phase. The results and recommendations of this study will provide the basis for preparing final PS&E documents and right-of-way acquisition. The alignment study will have a direct impact on the resulting efforts to implement the Project in a cost-effective and timely manner while meeting the objectives of the City. A comprehensive and thorough identification and analysis of alignment alternatives and impacts during the preliminary design phase will help avoid Project re-design and keep the Project on schedule and within budget.

- **Right-of-way Engineering and Acquisition** – The costs and time frames for acquisition of required Project right-of-way could have a significant impact on implementation of the Project. The VA Team will thoroughly evaluate the R/W impacts of each alternative alignment and identify alternatives that attempt to minimize R/W impacts and costs associated with the Project. Once required R/W acquisitions are confirmed and concurrence is obtained from the City, the VA Team will expeditiously complete the interviews and coordination with the property owners and prepare legal descriptions and plats for the acquisition process.

- **Utility Research and Coordination** - Thorough background research and investigation and coordination with utility agencies is critical for a successful Project. One benefit to the City is that our office subscribes to a comprehensive utility locator database for most utility agencies in southern California, providing contacts at each for sending and tracking notices. VA, on behalf of the City, will notify utility agencies early in the design process and continue coordination throughout the duration of design in accordance with the City's utility coordination procedures. VA's experts in utility coordination will work to make sure any potential relocation and/or adjustments of the affected utility appurtenances are accomplished on schedule in order to accommodate the Project improvements. It is our understanding the power pole relocations will be done by utility agency (Edison) at no cost to the City. VA will also coordinate with Edison about relocations or potential undergrounding of the power poles along the widening segments of the Project. VA will also coordinate with OCTA for relocated/temporary bus stops for Routes 47, 47A, and 55 along Wilson Street during construction of the extended westbound through lane.

- **ADA Access Improvements** - Evaluation of existing driveway and corner wheel chair ramps, and providing ADA compliant facilities throughout the Project limits will be an important component of this Project. VA will identify existing improvements that do not meet ADA criteria, such as access ramps missing proper detectable warnings or having excessive grades and the required 3-foot (min.) wide ADA travel path along the right-of-way at a maximum of 2% cross-fall.

- **Pavement Value Engineering** – Choosing an economical pavement design section for the roadway widening areas and intersection pavement rehabilitation is an important component of this Project. The Project Team will evaluate the existing pavement structural conditions with an engineered systems approach to:
  - Inventory pavement and soil conditions;

- Analyze the extent and severity of any pavement distress;
- Identify cost-effective alternative pavement structural sections for widening areas and repair or reconstruction recommendations, if necessary, for distressed areas; and
- Investigate "Green" opportunities for use of recycled content materials or salvaged materials reuse.

Our Geotechnical Engineer will evaluate alternative pavement structural sections with a 20-year design life, and provide a recommendation to the City. In this manner the VA Team will engineer the pavement design section(s) that best meets the City's needs.

- **Traffic Safety and Construction Impacts to Property and Businesses Owners** – Due to the heavy volume of traffic and close proximity to commercial and retail areas, it will be critical to minimize construction impacts. The VA team will outline measures in the specifications to closely monitor the contractor's work and progress to ensure compliance with lane closure restrictions and schedule constraints. It is critical that the Project specifications address circulation and access during construction. VA will include provisions that would require the contractor to maintain safe ADA-compliant pedestrian access at all times during construction. Specific items that VA will address in the specifications will include, but are not limited to, working hours, temporary lane closure hours and restrictions, identification of traffic control standards, emergency vehicle access, trash collection, and maintaining access to local businesses. VA will also coordinate with the OCTA to determine if temporary detouring of bus routes or temporary relocation of bus stops will be needed during construction.

- **Maintaining Project Schedule and Budget** – VA has successfully completed numerous similar projects on schedule and within budget for the City and other cities in Southern California. VA will immediately begin the initial data collection and background research tasks for this Project as soon as the notice to proceed is obtained. We will closely monitor our Surveyors and Soils Engineer's progress with field data collection and design, allowing the VA team to make adjustments to stay on schedule if necessary. During the design process VA will strive to expedite the Project completion for the City's benefit by:
  - Meeting with the City project team initially to identify expectations;
  - Performing thorough background research and investigation to resolve issues;
  - Performing in-house quality control throughout and prior to milestone submittals;
  - Focusing on critical path items; and
  - Identifying opportunities for and employing concurrent work processes.

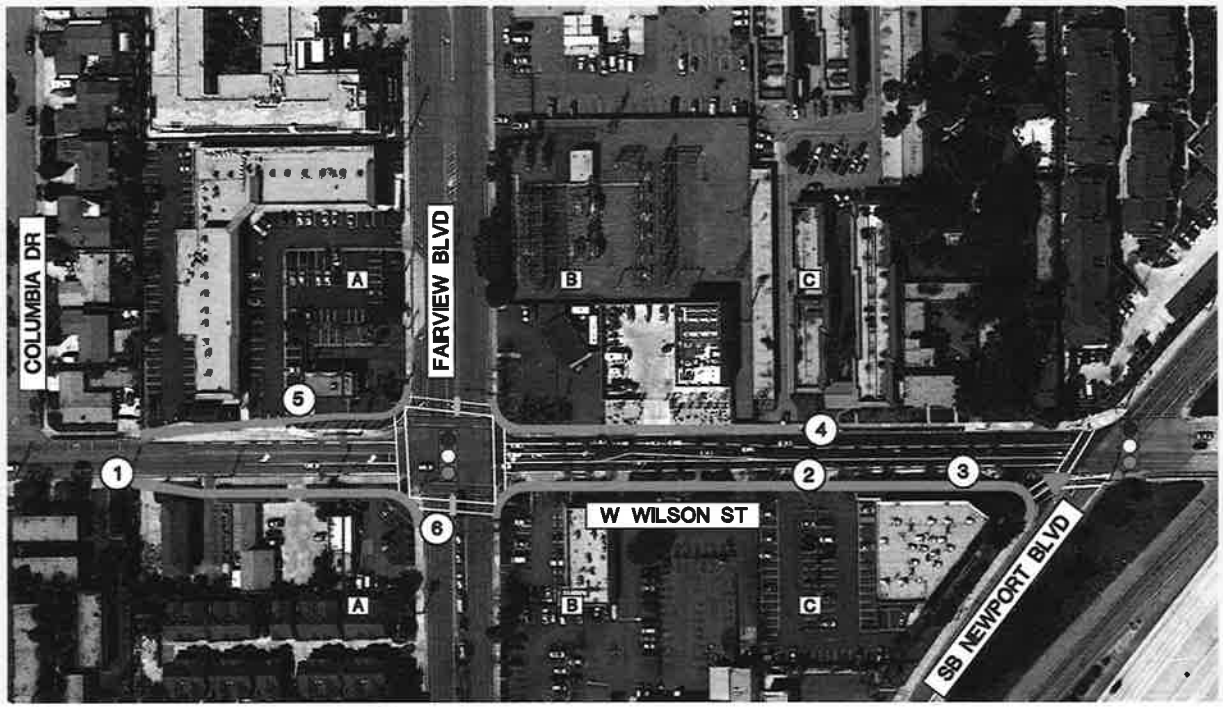
SITE PHOTOGRAPHS SHOWING EXISTING CONDITIONS

The photographs illustrated on Figure 1 provided on the following page show existing conditions at the Fairview Road and Wilson Street intersection. The captions on the photographs highlight some of the important elements of the Project.

Looking east along south side of Wilson St. where widening improvements will begin and additional R/W will be required. The Project will construct pavement widening and new curb, gutter, and sidewalk to provide a 2nd EB through lane and impact existing power poles, utilities, and landscaping/irrigation.

Looking east along south side of Wilson St. towards Newport Blvd. where roadway widening will impact existing power poles, landscaped berm, trees, and irrigation system. Retaining wall and/or slope re-grading will be required for Project implementation.

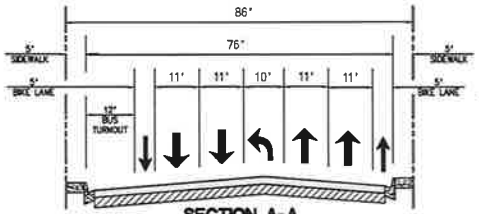
Looking east along Wilson St. at Newport Blvd. intersection at end of Project limits where widening for 2 through lanes in eastbound and westbound directions will require traffic signal modification, utility relocations, retaining wall and/or slope re-grading, landscaping and irrigation, pavement widening, and concrete improvements.



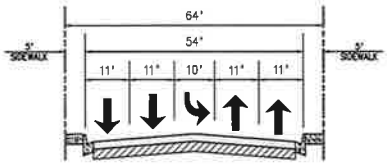
Looking west along north side of Wilson St. where widening improvements for 2nd westbound through lane will begin. Project will construct pavement widening and new curb, gutter, driveways and sidewalk to provide a 2nd WB through lane and require relocation of existing power poles.

Looking west along north side of Wilson St. at existing bus turnout that will require reconstruction for a 2nd westbound through lane. Existing transmission poles will require coordination with SCE for relocation.

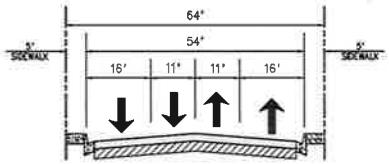
Looking north along west side of Fairview Road south of Wilson Street where Project will require reconstruction of curb return and storm drain and traffic signal modification. All corners of the intersection will be impacted by the Project.



SECTION A-A
WILSON STREET
WEST OF FAIRVIEW ROAD
STANDARD SECONDARY HIGHWAY WITH BIKE LANES AND BUS TURNOUT
SCALE: NTS



SECTION B-B
WILSON STREET
EAST OF FAIRVIEW ROAD
STANDARD SECONDARY HIGHWAY
SCALE: NTS



SECTION C-C
WILSON STREET
EAST OF FAIRVIEW ROAD
STANDARD SECONDARY HIGHWAY WITHOUT TURN LANE
SCALE: NTS

LEGEND

PROP. CURB & SIDEWALK

PROP. MEDIAN REMOVAL

PROP. R/W

SIGNALIZED INTERSECTION

N

NO SCALE

PREPARED BY:

VA Consulting, Inc.
CONSULTING ENGINEERS · PLANNERS · SURVEYORS

FIGURE 1
FAIRVIEW ROAD & WILSON STREET IMPROVEMENTS
CITY OF COSTA MESA

WORK PLAN

PHASE I– PRELIMINARY ENGINEERING AND TOPOGRAPHIC SURVEY

Task 1 – Preliminary Design Kick-Off Meeting

Following the notice to proceed, VA will schedule and attend a Kick-Off Meeting with City Staff to initiate the Project; establish lines of communication; review and refine, if needed, the Project scope of work and schedule; establish design guidelines; discuss Project parameters and constraints; and obtain background information.

Task 2 –Research and Data Collection and Obtain Permits

VA will research and obtain from the City and utility companies available as-built record street improvements, utility plans and record survey drawings for the Project. The VA team will initiate and obtain required City permits and right-of-entry for survey, geotechnical and potholing field work, if required.

Task 3– Topographic Field Survey

VA field crews will locate Project specific record map centerline bearings for horizontal control, centerline monument search (if existing/recoverable), Orange County Benchmark for vertical control and transfer it to the Project to use for the subsequent topographic design survey. VA field crews will establish a minimum of one (1) temporary benchmark for the Project.

VA will perform ground topographic survey as required in the RFP for Wilson Street from Columbia Drive to southbound Newport Boulevard and 400 feet north and south of intersection along Fairview Road and pick up all existing topography within the proposed R/W lines and 50 feet beyond for the Project widening areas (for offsite work). The topographic design survey will be utilized for preparation of the base mapping and include cross-sections at a maximum of twenty five foot (25') intervals (ten foot intervals within intersection) including all culture as required by this RFP. Wheel chair ramps, pedestrian pathways and driveway approaches will be cross-sectioned at a maximum of five foot (5') intervals to fifty feet (50') beyond right-of-way. The field survey data will be down loaded and compiled to create topographic mapping of the area, including surface features, visible surface utilities (manholes/inverts, water valves, fire hydrants, catch basins, utility boxes, utility poles, overhead utilities, guy wires, vaults, etc.) curb/gutter, driveways, fences, landscape, trees, striping, paving, walks, handicap ramps, right-of-way, culture and contours for design purposes.

Task 4 – Topographic Aerial Survey

In addition and to supplement the field topographic survey, the VA team will perform an aerial topographical survey for Fairview Road and Wilson Street intersection to complete a comprehensive base map within the Project limits. VA will establish horizontal and vertical survey control for the site (, set aerial targets and arrange for aerial and ground topographic survey. The new topographic aerial survey will be compiled at a scale of 1"= 20' and contours will be generated at 0.5 foot intervals to meet accepted professional surveying standards. A complete aerial photo will also be provided.

The subsequent digital data from Tasks 3 and 4 above will then be converted into the three dimensional AutoCAD models required for the preparation of Project base plans as identified in the RFP. The topographic base map will depict the existing conditions together with the right-of-way boundary and centerline, record property lines/addresses, easements and stationing as required by the RFP for each sheet.

Task 5– Preliminary Right-of-Way Engineering

VA will research, compile and review existing survey control and mapping data from the City, County or other governing agencies for right-of-way information adjacent to or relevant to the Project's design. VA Team will

prepare R/W maps to establish City and private right-of-way boundaries and identify the required R/W for the proposed roadway widening including obtaining no more than six (6) preliminary title reports for the properties affected with right-of-way acquisition for the proposed improvements. VA will review the title reports and other available deeds/easements/record maps of each affected property. Based upon the concept plan in the RFP and further discussion with the City, up to 6 properties along Wilson Street would endure R/W take for the proposed widening to provide the desired through lanes, bike lanes, and curb returns.

From the onset of the Project, VA's team member OPC will be involved at the design level to identify right of way requirements, characterize or re-characterize right of way impacts, where necessary, explore potential measures to mitigate/minimize Project impacts and capital costs, assess potential damages and loss of business goodwill concerns, and evaluate the right of way impacts to the overall Project schedule. During this phase, OPC will work in unison with the design team to evaluate right of way impacts and identify the appropriate methods to avoid any costly relocations and/or severance damages anticipated by the Project.

Task 6 – Utility Research and Coordination

VA will identify public utilities and easements within the Project limits and obtain available plans of existing utility facilities. VA will coordinate all work with the respective utility companies to verify location and depth of facilities for design purposes, and resolve any conflicts. VA will notify and distribute plans to affected utility companies and sanitary and water districts. VA will comply with the City's "Utility Coordination Procedures," and keep accurate records of contacts and correspondence with utilities and submit the "Utility File" to the City.

Task 7– Geotechnical/Materials Report

VA's team member Willdan Geotechnical Services will include investigation and exploring the existing pavement sections within the Project boundaries and providing design recommendations for reconstruction of the roadways. The services will include:

- Review of available background materials and visual pavement condition assessment reports prepared for subject streets.
- Review and additional reconnaissance of existing pavement conditions.
- Conducting geotechnical borings at minimum 3 locations, reviewed and approved by the City to determine existing pavement sections and collect representative samples of subgrade material for laboratory testing. Number and locations of the borings will be reviewed with project team and The City. Considering the scope of work and, it is our opinion that 3 borings as suggested may not provide a comprehensive subsurface soils conditions for the proposed limits of the project. We propose to collect samples at minimum 5 locations. If necessary, additional cost will be negotiated with the City. The borings will be a minimum of 6" wide and average 5 feet in depth measured from existing ground surface.
- Laboratory testing of collected soil samples to determine their index and engineering properties. Laboratory testing will include in-place moisture and density, gradation, expansion potential, Corrosivity, and R-values.
- Preparation of Geotechnical Report presenting our findings, conclusions and recommendations. The report will include:
  - A map with a approximate locations of borings;
  - Logs with measured pavement and aggregate base thicknesses, and subgrade soils description as encountered in borings;
  - Summaries of test results;
  - Alternative pavement section (AC, CMB, PCC) design recommendations, for Traffic Indices calculated by VA based on traffic volume data provided by the City; and
  - Subgrade and aggregate base construction specifications confirming to Section 19 of Caltrans.

- Review of plans and specifications and as needed consultation with design team and the City for bid package preparation.

Task 8 – Precise Alignment and Conceptual Design

Following completion of background research and field inventory, collection of survey data, VA will prepare an aerial photo depicting geometric alignment design including any alternative(s) for the Fairview Road and Wilson Street intersection. All of the proposed turn and through lane configurations and impacts to existing driveways, parkways, and private property improvements will be shown on the alignment plan. The existing and proposed R/W lines as well as Assessor Parcel (AP) numbers of properties impacted will be shown on this exhibit.

This task will include value engineering analysis and identification of both design and construction alternatives that may be employed to reduce Project costs and minimize conflicts between the proposed improvements, impacts to the existing offsite improvements and required R/W. VA will submit any alternatives to the City for review and discussion during the concept/preliminary design phase with preliminary cost estimate.

Task 9 – Project Management, Coordination and Meetings

VA will analyze the Projects, perform field site reviews of the Project area, evaluate existing conditions, research existing files, and meet with City's staff to define the detailed Project scope and objectives. At the kick off meeting, the design criteria, scope and street center line stationing will be discussed and approved. Six meetings (two per month for three months) will be held with City's staff during progress of design for appropriate guidance and coordination. VA will prepare meeting agendas, presentation materials, and distribute minutes of the meetings within two days after the meetings.

VA will prepare a Critical Path Method (CPM) network schedule based on the activities required for completion of Project milestones and subtasks. This information will be in the form of a bar chart and will indicate the deliverables schedule and other necessary data required for schedule control of the work, City review of work progress, and tasks and work completed each month. A copy of the CMP electronic file (Microsoft Project) and monthly updates will be furnished to the City Project Manager. VA will prepare Project invoices that will clearly separate all costs and will be based on a conservative estimate of the percentage complete for each Project task.

PHASE II– RIGHT-OF-WAY ENGINEERING

Task 1 – Determine Easement Documents and Prepare Legal Descriptions

VA Team will prepare R/W maps to establish City and private right-of-way boundaries and identify the required R/W for the proposed roadway widening. VA will review the preliminary title reports and other available deeds/easements/record maps of each affected property. VA will prepare R/W exhibits and legal descriptions including the Temporary Construction Easements (TCE's). The TCE's will be an additional one-foot (1') wide strip except where additional area is required for reconstruction and/or relocation of private fixtures and improvements. Based upon the RFP and further discussion with City, six legal descriptions and six TCE will be prepared for the additional R/W take and widening.

R/W maps will be prepared in "Plan Only" format at 1" = 20' scale and show existing property lines, all required R/W, permit to enter and temporary construction easement areas. VA will provide traverse calculations and tie distances for acquisition areas that cannot be readily tied to a survey or construction centerline. Formal R/W appraisal, negotiations and acquisition services are excluded from scope of services and assumed will be performed by the City or others.

Task 2 – Property Owner Interviews (up to 6 individual property owners meetings)

This task involves 3 subtasks:

1) Coordinate with Project Team prior to property owners meetings to evaluate approach and strategy.
2) Meet with property owners, answer questions, concerns, present private property impacts accordingly.
3) Document property owner's conversations, provide follow up contact, and report to agency on findings.

Task 3 – Programming Cost Estimates

The Project cost study will estimate the probable values of land and improvements, associated damages, potential business and/or residential relocation costs, loss of business goodwill exposure, and cost-to-cure remediation costs, if applicable.

The Scope of Work for the Cost Study includes:

- Take an inventory of the affected properties for each selected option.
- Secure preliminary title information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage and other relevant factors.
- Visually inspect each property (exterior street view) and note affects of proposed acquisition; list all businesses on each property and the approximate space they occupy.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full and partial property acquisition including (for partial acquisitions) damages to the remainder parcel, using created data sets from various real estate value databases.
- Prepare an estimate of the probable relocation assistance for each residential or non-residential occupant located on each property.
- Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, and legal services).
- Provide QA/QC of final work product, submit to client and other Project Team members, respond to inquiries and update report, as needed.

The scope of work will be performed and delivered in the form of a report containing a textual description impacts on parcel-by-parcel basis and a summary of total probable costs of the study area itemized by major cost component.

PHASE III– PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 1 –Title Sheet and Roadway Plans and Profiles

Plan and profile sheets will be prepared for the required improvements at 1" = 20' horizontal scale and 1" = 2' vertical. The roadway plans will include the street widening improvements for the proposed second eastbound and westbound through lanes along Wilson Street. These plans will include relocation of the existing catch basins and associated storm drain laterals due to the widening at the southwest and southeast corners of the intersection, pavement/concrete bus pad modifications, reconstruction of sidewalks and driveways, adjusting manholes to grade, as required, and utility information. Where necessary intersection

access ramps will be added or modified in accordance with current ADA standards. The plans will also indicate street light relocation and the new pole and conduit locations for the areas affected by the proposed widening.

The Project alternative(s) and preferred plan will also include off-site improvements and disposition notes for features impacted by the street widening such as commercial signs, landscaping including tree relocations and irrigation systems, repaving and parking facilities restriping, and fire line detector assemblies, fences, and construction of slough/retaining walls.

Task 2 – Intersection Details

Intersection details showing proposed improvements including elevations on a 10' grid system at a scale of 1" = 10' will be prepared at the intersection. These plans will include the cut-back of raised median noses on the Fairview Road approaches to Wilson Street.

Task 3 – Design Details

Design details at a scale of 1" = 10' will be prepared for all new wheelchair ramps, retaining curbs/walls, driveways and driveway approaches. If required, design details for other features will also be prepared at an appropriate scale.

Task 4 – Field Review

VA will determine and mark on the plans limits of reconstruction, visible deficiencies such as damages to the existing driveways, curb, gutter and sidewalk, nuisance flow drainage problems, as well as joins with existing improvements. This work will be coordinated with City staff. Field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements after first and second submittals.

Task 5 –Hydrologic/Hydraulic Analyses and Storm Drain Design

VA will prepare a hydrology and hydraulic analyses of local on-site to confirm the size of reconstructed catch basins, street capacity, and connections to existing storm drain laterals. Four (4) copies of a report, documenting findings and design calculations, will be included with each submittal of Project documents.

Task 6 –Signing and Striping Plans

VA will prepare a signing and striping plan using AutoCAD at 1" = 40' scale for implementation of the Project improvements. The plans will indicate the new striping and pavement markings within the Project limits. The plans will also include existing signs and new signs if necessary to meet current California Manual on Uniform Traffic Control Devices (CA MUTCD) standards. The traffic sign work will be based on an inventory of existing signs and an assessment of new Project signage upgrade requirements, if any. All improvements will be based on the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) and City of Costa Mesa standards.

Task 7 –Traffic Signal Modification Plans

VA will prepare two traffic signal modification plans using AutoCAD at 1" = 20' scale for signal improvements required for Project implementation at the Fairview Road at Wilson Street and Wilson Street at Southbound Newport Boulevard intersections. Curb returns on all approaches of the Fairview Road intersection will be reconstructed as part of the roadway widening to provide additional eastbound and westbound through lanes on Wilson Street. New mast arm traffic signal standards, pull boxes, and conduit will be installed at the new curb returns. The traffic signal controller cabinet at this intersection is located on the northwest corner and may be impacted by the Project. At Southbound Newport Boulevard the curb return on the southwest corner and a pork chop median island will be reconstructed. These improvements will impact a mast arm pole, Type 1-A pole and a street light. The traffic signal controller cabinet on the northwest corner will not be

impacted. The traffic signal plans will be prepared in accordance with City of Costa Mesa and Caltrans standards. As part of this task, VA will conduct a thorough field inventory of the existing signal improvements at the intersection to confirm and supplement the as-built plans.

Task 8 – Document Water Pollution Control (WPC) Requirements

VA will review the Project and determine the construction and post-construction requirements for pollution control and storm water quality management. VA will formalize our findings in a letter report that states the water pollution control requirements for the Project. The letter report will include specific references to Regional Water Quality Control Board, County, and City requirements for pollution control activities. The letter report will include an evaluation of construction and post-construction water pollution control requirements. The final letter report will serve to guide the preparation of the Project design documents and bid documents with respect to water pollution control requirements. It is assumed that these documents including SWPPP and WQMP will be prepared by the contractor, if necessary.

Task 9 –Specifications

VA will prepare Project specifications for the Project including Special Provisions (including traffic control and detour information) and Bid Schedule forms in a format consistent with current City projects and boiler plate. Preparation of separate traffic control plans as part of this Project PS&E is not required. The specifications will also include requirements for erosion and pollution control during construction. VA will use Standard General Provisions and Construction Contract Agreement documents supplied by the City.

Task 10 –Quantity and Cost Estimates (QCE)

VA will prepare a complete construction quantity and engineer's opinion of probable construction costs for each Project. VA will submit the estimates at 70% and 90% and final submittals.

Task 11 –Resident Engineer Files

VA will prepare and submit a Resident Engineer's file for the Project in conjunction with the final submittal. These files will contain the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical and hydrology reports, survey information, and all other related correspondences.

Task 12 –Bidding and Construction Phase

VA will prepare addenda and provide clarification of plans and specifications during the Project bid phase. VA will attend the pre-construction meeting and other meetings with staff, other agencies, and the public as required. VA will be available to clarify design-related issues during construction. For the purpose of this proposal, a total of 16 hours of staff time have been considered for this task. Preparation of "record" drawings is not included in the scope. It is our understanding that City staff will prepare the "record" drawings based upon redlines provided by the City inspectors and the contractor.

Task 13 – Landscape and Irrigation Plans

If necessary, landscape and irrigation plans will be prepared at the roadway widening locations to modify existing landscaping and irrigation systems along parkways, planters, and private properties impacted by the Projects. If irrigation as built information in affected areas is not available, plans will be completed with descriptive notes identifying necessary modifications to the existing irrigation improvement. The plans will include all required details for the planting and irrigation improvements.

Project Document Submittal and Plan Information

The plan submittals for this Project will comply with City's requirements as stated in RFP:

- Draft Soil Report and Hydrology Report (four sets);
- First Submittal: 70% complete plans with survey information, specifications and QCE (five sets) and Final Soil Report (four sets);
- Second Submittal: 90% complete plans, specifications, and QCE (five sets); and
- Final Submittal: Original mylar plans, specifications, final QCE, Resident Engineer's two files, survey information, monuments, and other related documents in hard copy and electronic format.

AS-NEEDED TASKS

VA believes that the following tasks may be required, but will be used only as directed by the City's project manager:

Task 1 – Utility and Traffic Signal Foundation Potholing

Potholing may be required to locate active and abandoned utilities within the Project area and avoid conflicts with the proposed location of the new signal poles with deep foundations. Potholing will be done by VA's subconsultant to locate underground utilities that may be impacted by the proposed construction. For this proposal a budget of $15,000 has been included per recommendation in the RFP which will be utilized as approved in writing by the City's Project Manager. The potholing which will include traffic control in accordance with the Watch Manual will be coordinated to minimize traffic disruption. All potholes will be done in the public right of way in accordance with the City encroachment permit for this work and will be backfilled per City requirements.

Task 2 – Traffic Analyses and Data Collection

VA will have weekday am/pm peak hour turning movement and daily counts conducted at six (6) existing driveway locations along Wilson Street east of Fairview Road. These six driveways, three on both the north and south sides of the street, serve commercial, retail, office, and residential properties throughout the easterly project limits and are provided full access to/from Wilson Street via an existing two-way left turn lane. VA will analyze the count data, make recommendations, and prepare a memorandum summary report to achieve a consensus with the City in regard to maintaining a two-way left-turn lane as part of the proposed widening improvements or to identify alternative striping and driveway access. VA will prepare exhibits for providing a two-way left-turn lane or other alternative striping on Wilson Street east of Fairview Road. No driveway counts are anticipated on Wilson Street west of Fairview Road, unless directed by the City, as all project concept plans developed to date maintain the existing two-way left-turn lane on this segment. Traffic counts for this task will be coordinated with and conducted by National Data & Surveying Services, Inc. (NDS) who has performed this task for VA on many successful previous projects.

For this proposal a budget of $10,000 has been included per recommendation of the City which will be utilized as approved in writing by the City's Project Manager.

Task 3 – Additional Soil Borings

[This task deleted]

Task 4 – Existing Right-of-Way Monuments and Record of Survey

[This task deleted]

PROJECT CONTROL PROCEDURES

Project control will be established and maintained by the use of good communications and documentation. VA's methodology in monitoring and controlling projects is provided below.

Schedules

At the beginning of the project, VA will prepare a detailed project Work Breakdown Structure (WBS) that describes all of the work tasks necessary to complete the project. A Master Project Schedule will be prepared following the WBS showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and monitoring the progress of the work. VA will meet all agreed-upon deadlines.

Labor Resource Requirements and Allocation

The anticipated labor-hour requirements and allocations will be developed for each project when details are known. The VA personnel assigned to each assignment will be available to commit the required hours for project completion with additional personnel available should the need arise.

Cost Control System

VA has a computerized accounting system which maintains detailed records by individual and activity, and allows tasks to be monitored against established budgets. The Project Manager receives regular reports to track project status. The system is totally integrated and easily audited. Supporting data can be provided to the City in any format required.

Quality Control Plan

A comprehensive quality control plan will be developed specifically for the project. The quality control plan will emphasize the need to clearly define requirements and standards, and the need to independently check all work before it is issued to the City or other reviewing agencies. An independent senior manager from VA will oversee the quality control program and will audit the quality activities to see that all checks are completed properly. The VA quality control program will ensure that the project documents:

- Conform with the contract documents and scope of work;
- Are neat, well organized, clear, concise, and complete;
- Are technically and grammatically correct;
- Comply with generally accepted standards of engineering and applicable laws;
- Are signed, dated, and stamped as required; and
- Are consistent with other related plans.

Sustainable Design

VA is committed to sustainable design, making it a core part of our professional practice by providing an environmentally sensitive solution to our client's projects. VA is a member of the U. S. Green Building Council and has four (4) LEED Accredited Professionals on staff. VA has designed innovative leading storm water management projects catching first flush storm runoff and dry weather nuisance flows with water quality wetlands, and recharging groundwater through catching all storm water in infiltration basins. Recognizing environmental impacts, we create mitigating designs at each stage of the project that will reduce the negative impact without substantially increasing the bottom line. VA supports sustainable design practices through the following services:

- Prepare Best Management Practices (BMP);
- Provide Low Impact Design hydrology and hydraulic (LID);
- Prepare Storm Water Prevention Pollution Plans (SWPPP);

- Prepare Standard Urban Stormwater Mitigation Plan (SUSMP);
- Prepare site design to meet public access requirements and maximize open space;
- Prepare design for alternative transportation and parking facilities; and
- Optimize energy performance.

STATEMENT OF COMPLIANCE WITH CITY'S SERVICES AGREEMENT

This proposal is in strict compliance with the City's Request for Proposal and Draft Professional Services Agreement.

PROJECT SCHEDULE

VA's proposed project schedule is provided on the following page. The proposed schedule provides a general overview of the sequence of activities, task durations, and overall time frame for the project. Following the notice to proceed assumed on July 1, 2013, the 70% plans will be submitted to the City for review in September 2013. The 90% plan will be submitted in October 2013. The final plans will be submitted in November 2013. The advertisement and award period will be during month of December 2013.

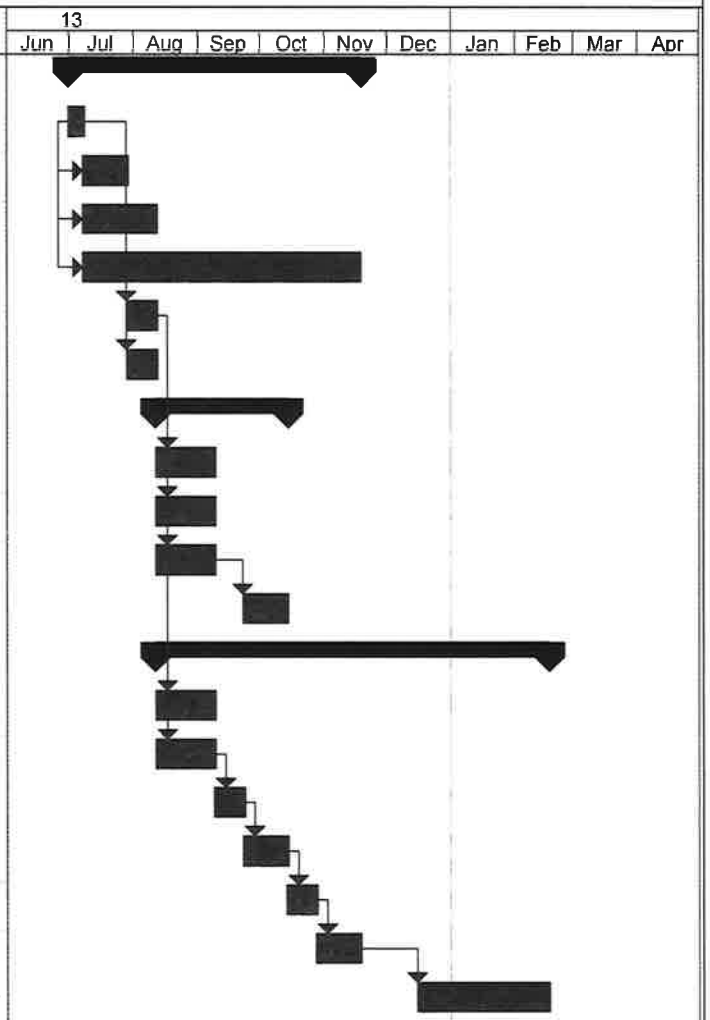
The list of activities and durations proposed in the schedule will be discussed, reviewed, and finalized with the City at the Kickoff Meeting, and at subsequent progress meetings. The critical path items that define the overall duration of the schedule is decision and approval of the precise alignment alternative based upon the cost of additional R/W and impacts on private properties. During the design process VA will strive to maintain or expedite the project milestone completions by employing the following:

- Communicate regularly with City project team staff to identify expectations;
- Perform thorough background research and investigation to resolve issues;
- Perform in-house quality control throughout and prior to milestone submittals;
- Identifying opportunities for and employing concurrent work processes; and
- Focus on critical path items.

INTERSECTION IMPROVEMENTS FOR FAIRVIEW ROAD AND WILSON STREET CITY OF COSTA MESA

VA CONSULTING

ID	Task Name	Duration	Start	Finish
1	**Phase I: Preliminary Engineering & Survey**	**101 days**	**Mon 7/1/13**	**Mon 11/18/13**
2	Project Kick-Off & Data Collection	6 days	Mon 7/1/13	Mon 7/8/13
3	Field And Aerial Surveys and Base Map	16 days	Mon 7/8/13	Mon 7/29/13
4	Draft Hydrology and Soil Reports	26 days	Mon 7/8/13	Mon 8/12/13
5	Utility Investigation & Coordination	96 days	Mon 7/8/13	Mon 11/18/13
6	Preliminary R/W Engineering	11 days	Mon 7/29/13	Mon 8/12/13
7	Preliminary Alignment Concept	11 days	Mon 7/29/13	Mon 8/12/13
8	**Phase II: R/W Engineering**	**46 days**	**Mon 8/12/13**	**Mon 10/14/13**
9	Determine all Easement Locations	21 days	Mon 8/12/13	Mon 9/9/13
10	Coordinate With Property Owners	21 days	Mon 8/12/13	Mon 9/9/13
11	Prepare Cost Estimate and Assess the Impacts	21 days	Mon 8/12/13	Mon 9/9/13
12	Prepare Legal Descriptions	16 days	Mon 9/23/13	Mon 10/14/13
13	**Phase III: PS&E and Construction Support**	**136 days**	**Mon 8/12/13**	**Mon 2/17/14**
14	70 Percent Plans, Specifications & Estimates	21 days	Mon 8/12/13	Mon 9/9/13
15	Final Hydrology and Soil Reports	21 days	Mon 8/12/13	Mon 9/9/13
16	Agency Review	11 days	Mon 9/9/13	Mon 9/23/13
17	90 Percent Plans, Specifications & Estimates	16 days	Mon 9/23/13	Mon 10/14/13
18	Agency Review	11 days	Mon 10/14/13	Mon 10/28/13
19	Final Plans, Specifications & Estimates	16 days	Mon 10/28/13	Mon 11/18/13
20	Bidding and Construction Support	46 days	Mon 12/16/13	Mon 2/17/14



VA Consulting, Inc.
May 10, 2013(rev)

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

revised Fairview_Wilson 032613.mpp

II - PROJECT TEAM

VA Consulting, Inc. (VA) is a full service consulting engineering firm specializing in the fields of public works engineering, storm drain/flood control/water resources engineering, transportation and traffic engineering, right of way engineering, land surveying and construction management services. The firm was founded in 1973 and has offices in Irvine, Corona, Coachella Valley, and San Diego California and Phoenix, Arizona. For 40 years, VA has been providing high-quality public works engineering services to public sector clients throughout Southern California.

This work has benefited from the synergy within a multi-disciplinary firm that combines the diverse talents and experience of our staff to achieve client goals. VA's technical staff consists of over 50 professional engineers, designers and surveyors who have the broad range of skills required for creative solutions to complex problems.

VA has specific expertise in improving transportation infrastructure and traffic circulation issues. VA has successfully completed numerous roadway/intersection improvement projects for local agencies including the Counties of Orange and Los Angeles Department of Public Works and Cities of Newport Beach, Huntington Beach, Laguna Beach, Costa Mesa, Anaheim, Mission Viejo, San Juan Capistrano, Downey, Lomita, El Segundo, and Manhattan Beach. Projects have included roadway widening, rehabilitation and reconstruction improvements; traffic capacity and level-of-service studies; parking improvements; drainage improvements; and traffic signal, striping and signing improvements utilizing local cities, OC Public Works and Caltrans Standard Plans and Manuals.

VA's reputation as a responsive and effective consultant provides the cornerstone of our values and embodies our mission to provide quality planning, engineering, and land surveying to our clients and our community. Our completed projects are examples of the outstanding engineering work possible in today's high technology environment.

Our unique combination of local familiarity, sophisticated technical expertise, similar project experience, and dedication to providing value-added engineering with practical solutions will be of benefit to the City's roadway rehabilitation-design project. All of these factors contribute to our ability to deliver quality, responsive service to the City.

The VA Team will be based out of VA's Corporate Office located in Irvine. This will enable our project team to be available to respond to inquires and in-person meeting notices within short notice. The primary project office contact information is provided below:

VA Consulting, Inc.
46 Discovery, Suite 250
Irvine, CA 92618
T: (949) 474-1400 | F: (949) 261-8482
www.vaconsultinginc.com

Services and Areas of Expertise

Transportation/Traffic

- Transportation/Traffic Engineering
- Traffic Impact, Level of Service & Operational Analysis
- Parking Studies & Design
- Project Feasibility & Concept Assessment
- Street & Highway Design
- Traffic Signal & Interconnect Design
- Signing & Striping
- Pavement Rehabilitation
- Retaining & Sound Walls
- Traffic Control & Detour Design

Water Resources

- Drainage, Flood Control & Water Quality Facilities Design
- Hydrology, Hydraulic & Sediment Studies
- Structural Analysis & Design
- Infiltration & Detention Basins
- Watershed Management & Flood Routing
- Storm Water Prevention Pollution Plans
- Water Quality Management Plans
- Water Quality Systems & Wetlands

Wet Utilities (Water & Sewer Systems)

- Water Distribution & Pump Systems
- Sewer Lift & Collection Systems
- Water Reservoir & Tank Design
- Reclaimed Water Systems
- Utility Relocation Planning & Design

Site Development

- Commercial & Industrial Engineering
- Master Planning
- Entitlement Processing
- General & Specific Plan Amendments
- Tract Maps
- Grading
- Infrastructure Design
- Construction Support

Surveying

- Photogrammetric Control Surveys
- Topographical Surveys & Mapping
- Property Boundary & ALTA Surveys
- Records of Survey & Legal Descriptions
- Global Positioning
- 3-D Laser Scanning
- Construction Staking
- Monumentation Preservation

VA's financial position is secure. The backlog of work is stable and the firm has used this position to seek and employ professionals to supplement our already experienced and competent staff. As such, we are in a position to offer the City experienced personnel who have previous experience providing the requested technical services. VA has never declared bankruptcy and has no prior or pending litigation, liens or claims involving the firm.

VA's financial position is secure. VA has never declared bankruptcy and has no prior or pending litigation, liens or claims involving the firm.

PROJECT TEAM ORGANIZATION

VA has assembled a highly qualified team of consultants for this project. VA will serve as the primary consultant and will provide overall project management, surveying, right of way engineering, utilities coordination, civil engineering, traffic engineering, quality control and construction support activities for the project. To support VA, we have teamed with five specialized sub-consultants who will provide focused technical assistance. Our integrated team structure will provide effective direction, hands-on control, and comprehensive coordination. Staff and team members were chosen based on their excellence in implementing street and intersection improvement projects, their familiarity and experience working with the City and involved agencies, and their ability to commit to this contract. Efficient coordination within our proposed team is facilitated by long-standing relationships between the team members as they have worked together on a number of local projects in a similar capacity.

The Team Organization Chart is provided on Page 20.

Sub-Consultant Information

Firm:	**Willdan Geotechnical**
Primary Contact:	Ross Khiabani, PE, GE; (714) 634-3318
Office Location:	1515 South Sunkist Street, Suite E, Anaheim, CA 92806
Work Tasks:	Geotechnical Investigation and Materials Report
Company Profile:	Willdan Geotechnical (a Willdan subsidiary known as Arroyo Geotechnical from 2001 to 2008) extends the broad range of Willdan's integrated services by offering a full complement of geology/geotechnical engineering capabilities, including a soil testing laboratory certified by the California Department of Transportation. Willdan responds to clients geologic and geotechnical challenges with expertise which encompasses cost-effective and innovative techniques and proven management skills for all phases of a project, including feasibility and site evaluation, geotechnical engineering and design, construction monitoring and inspection, materials testing, and post construction assessments. Willdan brings to each project licensed and experienced staff, familiar with local geologic and geotechnical conditions, technical standards, quality control procedures, and research and development.
Team Experience:	VA and Willdan worked together on 17th Street and Tustin Avenue and Harbor Boulevard and Wilson Street Intersection Improvements (Costa Mesa); Victoria Street Rehabilitation (Costa Mesa); and Lomita Boulevard and Crenshaw Boulevard Intersection Improvements (Lomita).

Firm:	**Overland, Pacific & Cutler, Inc. (OPC)**
Primary Contact:	Dan Coffey, Project Manager; (562) 304-2071
Office Location:	3750 Schaufele Avenue, #150, Long Beach, CA 90806
Work Tasks:	Right of Way Cost Estimates and Owner Interviews
Company Profile:	OPC, established as a California Corporation in 1980, provides all disciplines associated with right of way acquisition, including right of way data sheets. OPC is the preeminent Right of Way services firm in California focusing exclusively on public

projects. The firm is organized into functional disciplines covering Right of Way Estimating and Program Management, Appraisal, Acquisition, Relocation, Utilities and Property Management. OPC is particularly skilled in transportation projects using rules and procedures adopted by Caltrans. They deliver right of way using a variety of funding sources and oversight guidelines. Having delivered right-of-way for hundreds of public transportation projects, OPC brings valuable insight to property and utility impacts and will help identity solutions to minimize impacts to private property interests. OPC's team of cost estimators and utility professionals understand the complexities and sensitivities of widening highways in highly urbanized areas and help the team balance those complexities with the infrastructure needs of the project. The firm has a devoted team of Right of Way and Utility Cost estimators – a team that calls upon its in-house staff of appraisers, utility coordinators, acquisition agents, relocation consultants and property management professionals to produce the most accurate cost estimates based on in-the-field observations and real-world data.

Team Experience: VA and OPC worked together on the Oso Parkway Roadway Widening Improvements Project (Mission Viejo) and Jamboree Road Widening Improvements (Newport Beach/Irvine).

Firm: **NUVIS *(MBE/DBE Certified)***

Primary Contact: Robert Stone, ASLA; (714) 754-7311

Office Location: 3151 Airway Avenue, Suite J-3, Costa Mesa, CA 92626

Work Tasks: Landscape and Irrigation Design

Company Profile: NUVIS is a landscape architecture and planning firm. Since its start-up in 1971, NUVIS has provided professional planning and landscape design services to a multitude of public agencies – city, district, county, state, and federal developers. Projects have included providing landscape design services for greenbelts and streetscapes; regional transportation corridors; residential master planned and planned-unit; urban infill; golf course/country club oriented and senior communities with associated recreation areas. NUVIS is a certified Minority Business Enterprise (MBE) and a Disadvantaged Business Enterprise (DBE) firm for the State of California.

Team Experience: VA and NUVIS worked together on 17th Street and Tustin Avenue and Harbor Boulevard and Wilson Street Intersection Improvements (Costa Mesa); Lincoln Avenue Widening (Anaheim); Jamboree Road Widening (Newport Beach/Irvine); Oso Parkway Widening (Mission Viejo); and Santiago Canyon Road Improvements (Orange).

Firm: **Kana Pipeline, Inc.**

Primary Contact: Jim Mihld, (714) 986-1400 ext. 227

Office Location: 1639 East Miraloma Avenue, Placentia, CA 92870

Work Tasks: Potholing

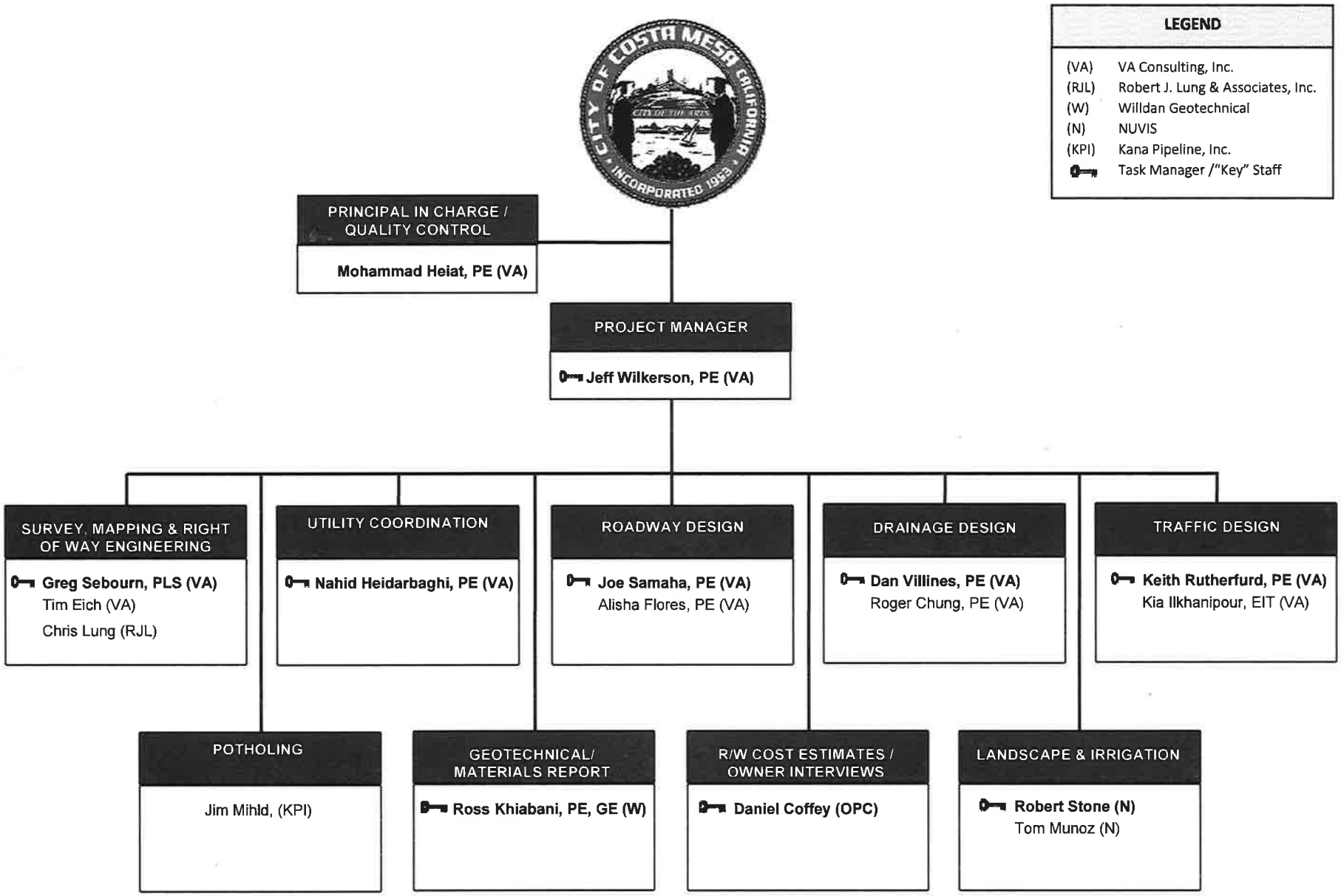
Company Profile: Kana Pipeline is an Orange County based potholing and utility location services firm. The firm utilizes state of the art equipments and provides complete potholing and utility location services to reduce the risk of damaging or destroying hidden utilities during construction. Kana provides both hydro and air vacuum excavation, electromagnetic and ground penetration radar equipments.

Team Experience: VA and Kana Pipeline worked together on the Westbound SR-91 Widening PS&E Improvements from I-5 to SR-57 (Fullerton and Anaheim); and Lakewood Boulevard Improvements Phases 3B and 3C.

Firm:	**Robert J. Lung & Associates, Inc.**
Primary Contact:	Chris Lung, President; (714) 832-2077
Office Location:	2832 Walnut Avenue, Suite E, Tustin CA 92780
Work Tasks:	Aerial photography and mapping
Company Profile:	Robert J. Lung & Associates, Inc. (RJL) is a leading aerial mapping company providing geospatial data needs through the acquisition of high resolution aerial imagery, LiDAR, remote sensing and producing precision digital mapping, GIS databases and color orthophotos. RJL's tradition of excellence and unparalleled quality has made them a clear leader in the mapping industry for over 30 years with their client base built on over 95% of repeat business. With their own aircraft and cameras, they have full control over any given project from beginning to end which allows them to provide rigorous quality controls to every phase, to ensure that every mapping project will meet and exceed the client's accuracy needs. RJL has completed countless aerial surveys nationwide working predominantly in the West Coast.

VA has an excellent working relationship with the listed sub-consultant's staff in achieving project goals and has successfully worked as a team on similar transportation improvement projects for public agencies.

TEAM ORGANIZATIONAL CHART



PROJECT MANAGEMENT

The key element in the management of the project will be to assign experienced staff who will dedicate their efforts to advance the design in an efficient and timely manner, using a comprehensive project work plan and schedule. With this in mind, VA has assembled a project team who can fulfill all of these goals. The core VA team will be comprised of experienced individuals who will be dedicated to the assignment from start to finish participating in all aspects of the work.

The Project Manager and primary contact person for the VA Team will be **Jeff Wilkerson, P.E.** Jeff will provide overall project management and direction for this project. Jeff is a licensed engineer in the State of California with over 12 years of professional experience with a broad background in civil and transportation design. He clearly understands the basic elements of a successful project: good planning, persistent management, and quality work. He has managed or served as Project Engineer for a number of engineering design projects, similar in scope and nature to the proposed project. Jeff is more than qualified to assemble the appropriate technical capabilities from the proposed team of VA personnel and qualified sub-consultants, supervise technical tasks, track costs, monitor schedules and milestones, prepare status reports, and manage critical path activities as required to maintain the project's budget and schedule.

Specifically, Jeff's project management and engineering design experience includes the following significant projects:

- **Harbor Boulevard and Victoria Street Intersection Improvements; City of Costa Mesa**
- **Victoria Street Rehabilitation; City of Costa Mesa**
- **Howard Way, Century Place and 16th Street Roadway Rehabilitation; City of Costa Mesa**
- **17th St/Tustin Ave and Harbor Blvd/Wilson St Intersection Improvements; City of Costa Mesa**
- Fiscal Year 2005/2006 Street Rehabilitation Program; City of Laguna Beach
- **Jamboree Road Widening; City of Newport Beach**
- Dover Drive Sidewalk Improvements; City of Newport Beach
- **Beach Boulevard and Warner Avenue Intersection Improvements; City of Huntington Beach**
- Lincoln Avenue Widening and Beautification; City of Anaheim
- **Smoketree Lane Improvements; City of Irvine**
- Culver Drive and Walnut Avenue Intersection Improvements; City of Irvine
- Oso Parkway Widening; City of Mission Viejo
- San Juan Creek Road Widening; City of San Juan Capistrano
- **Newport Boulevard and 32nd Street Modifications; City of Newport Beach**
- Cactus Avenue Widening; City of Rialto

***Note:* Projects in bold are listed in Section III – Similar Experience and References**

Jeff will be supported by **Mohammad Heiat, P.E.** (Principal in Charge/Quality Control Supervisor). Mohammad is a Registered Engineer in the State of California with over 31 years of professional civil and transportation engineering experience. He has successfully overseen and managed numerous types of transportation planning and design improvement projects that required extensive analysis to determine cost-effective recommendations to improve traffic operations. **Mohammad is familiar with City design standards and procedures and is recently oversaw the Howard Way, Century Place and 16th Street Rehabilitation Project; Victoria Street Rehabilitation Project; 17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street Intersection Improvements Project; and Harbor Boulevard and Victoria Street Intersection Improvements Project.** He will oversee project tasks to ensure that proper resources are provided to complete the project on time and within budget and that precise, quality design plans and construction documents are submitted to the City.

TEAM MEMBERS QUALIFCATIONS

The team members selected to work on the projects have extensive experience individually and as a team in providing the anticipated design engineering services. Table 1 provided below provides a summary of each individual's training, credentials, proof of California professional licenses required to perform the scope and specifications of this project, years of professional experience, and demonstrated experience working on similar projects. All team members will be available for the duration of the proposed project and will provide the necessary resources to successfully complete all tasks on time and within budget. No person designated as "key" to the project will be removed or replaced without the prior written concurrence of the City.

TABLE 1 - TEAM MEMBERS QUALIFICATIONS SYNOPSIS

Name	Project Responsibility	Yrs Experience	Education	California License Type/No./Exp.	Experience Working on Similar Projects
Key Team Members					
Mohammad Heiat VA Consulting	Quality Control Supervisor	31	BS, MS	**PE – C45776** Exp 12/31/14	✓
Jeff Wilkerson VA Consulting	Project Manager / Roadway Design	12	BS, MS	**PE – C63466** Exp 09/30/14	✓
Greg Sebourn VA Consulting	Survey & Mapping	13	AS	**PLS – LS8395** Exp 03/31/14	✓
Nahid Heidarbaghi VA Consulting	Utilities Coordination	14	BS	**PE - C67658** Exp 06/30/13	✓
Joe Samaha VA Consulting	Roadway Design	7	BS	**PE – C77992** Exp 06/30/13	✓
Dan Villines VA Consulting	Drainage Design	22	BS	**PE - C55210** Exp 06/30/14	✓
Keith Rutherfurd VA Consulting	Traffic Design	26	BS, MS	**TE - TR1647** Exp 09/30/14	✓
Ross Khiabani Willdan	Geotechnical / Materials Report	30	MS	**PE - C37156** **GE - C2202** Exp 06/30/12	✓
Daniel Coffey OPC	R/W Cost Estimates / Owner Interviews	5	BA	**Real Estate Lic 01865199**	✓
Robert Stone NUVIS	Landscape / Irrigation	30	BS	**ASLA - 1891**	✓
Support Team Members					
Tim Eich VA Consulting	Survey & Mapping	9	BS	-	✓
Alisha Flores VA Consulting	Roadway Design	5	BS	**PE – C76769** Exp 12/31/14	✓
Kia Ilkhanipour VA Consulting	Traffic Design	3	BS, MS	**EIT**	✓
Roger Chung VA Consulting	Drainage Design	13	BS (2)	**PE - C65388** Exp 09/30/13	✓
Tom Munoz NUVIS	Landscape & Irrigation	34	BS	**LA - 1226**	✓

A resume for each of the key team members is provided in the Appendix of this proposal to demonstrate their related professional skills and experience on projects similar in size and complexity to the proposed project. It is their collective experience that will assure City staff that the project will be handled with professionalism and efficiency. In addition to the provided individuals, the VA Team has ample support staff to assist in the completion of work and accelerate the project schedule, if needed.

III - SIMILAR EXPERIENCE AND REFERENCES

Listed on the following pages are similar projects illustrating the VA Team's skill and experience in providing engineering design services for the rehabilitation and reconstruction of roadways throughout Southern California. The City is welcomed to contact the provided references for an objective testimonial of the VA Team's capabilities and quality of work.

HARBOR BOULEVARD AND VICTORIA STREET INTERSECTION
Costa Mesa, California

VA Consulting provided engineering design services to prepare PS&E to improve the intersection of Harbor Boulevard and Victoria Street. The project was divided into two separate phases. The scope of first phase included extending the southbound right-turn lane along Harbor Blvd. and restriping the intersection in order to provide an exclusive eastbound right-turn lane along Victoria Street. The scope of the second phase included widening the road along westbound Victoria Street, west of Harbor Blvd., to lengthen the No.3 through lane departing the intersection. This widening/lengthening allowed the conversion of the existing exclusive westbound right-turn lane into an optional through-right lane along Victoria Street. The roadway improvements included new asphalt pavement, curb and gutter, sidewalk, bus pads, ADA compliant curb ramps, and striping. Also, additional right-of-way (R/W), street light, utility and catch basin relocations, private property access improvements, and minor landscaping and irrigation modifications were required for implementation of the project improvements. The project design complied with the latest edition of Caltrans, Green Book, APWA and City Standards. **Willdan** provided geotechnical services for the project.

KEY STAFF: Mohammad Heiat; Jeff Wilkerson; Keith Rutherfurd; Joe Samaha; Dan Villines; Nahid Heidarbaghi; Ross Khiabani

Client:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Reference:
David Cho. (714) 754-5017

Project Status:
PS&E Completed in 2013

Project Cost:
$400,000

Services Provided:
Topographic Survey/Mapping
Right of Way Engineering
Utility Research & Coordination
Conceptual Design
Street Widening
Sidewalk / ADA Improvements
Hydrology/Hydraulic Analyses
Storm Drain Design
WPC Document
Signing / Striping
Traffic Signal Modification
Street Lighting
Private Property Access Improvements
PS&E Preparation
Resident Engineer's Files

VICTORIA STREET REHABILITATION
Costa Mesa, California

VA Consulting provided civil engineering and topographic surveying services for the rehabilitation of roadway pavement for Victoria Street from Harbor Boulevard to the Santa Ana River (westerly City boundary - approximately 9,800 LF). There are several signalized intersections within the project limits including intersections with Harbor Boulevard, Maple Avenue, Pomona Avenue, Placentia Avenue, National Avenue, American Avenue, Canyon Drive, and Victoria Place/Valley Road. The scope of improvements included pavement rehabilitation, reconstruction/rehabilitation of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, detailed design modifications to improve nuisance flow drainage problems and providing wheel chair ramps (WCR) to meet ADA requirements. VA also prepared separate signing and striping plans and traffic control plans for implementation of the project improvements. **Willdan** provided geotechnical services for the project.

KEY STAFF: Mohammad Heiat; Jeff Wilkerson; Keith Rutherfurd; Ross Khiabani

Client:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Reference:
Fariba Fazeli, (714) 754-5378

Project Status:
Design Completed in 2011

Project Cost:
$2.5 million

Services Provided:
Topographic Survey/Mapping
Street Reconstruction
Pavement Rehabilitation
ADA Ramps
Drainage Design
Signing/Striping/Traffic Control
Utilities Coordination

17TH ST/TUSTIN AVE AND HARBOR BLVD/WILSON ST INTERSECTION IMPROVEMENTS
Costa Mesa, California

VA Consulting provided civil and traffic engineering and topographic surveying services to prepare PS&E for intersection capacity and aesthetic improvements at the 17th Street/Tustin Avenue and Harbor Blvd./Wilson Street intersections. Project capacity improvements at 17th Street/Tustin Avenue included exclusive right-turn lanes on the eastbound and northbound approaches and a far-side bus turn-out on eastbound 17th Street. The project improvements at this location also included decorative crosswalks across all approaches of the intersection, new curb returns and ADA-compliant access ramps, new sidewalk and tree wells, raised medians with landscaping and irrigation systems, and new street lighting. Improvements at Harbor Boulevard and Wilson Street included an exclusive westbound right-turn lane including retaining wall design. VA prepared all street improvement plans for these projects including roadway plan and profiles, detail sheets, traffic signal modification, signing and striping, and street lighting. **NUVIS** prepared landscaping and irrigation plans for both projects and **Willdan** provided geotechnical services for each project.

KEY STAFF: Keith Rutherfurd; Mohammad Heiat; Jeff Wilkerson; Ross Khiabani; Bob Stone

Client:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Reference:
David Cho. (714) 754-5017

Project Status:
Completed in 2010

Project Cost:
$993,000

Services Provided:
Topographic Survey/Mapping
Street Widening
Raised Median Design
Private Property Improvements
Landscaping and Irrigation
Signing / Striping
Traffic Signal Modification
Street Lighting Plan Preparation
Utilities Coordination

HOWARD WAY, CENTURY PLACE AND 16TH STREET
Costa Mesa, California

VA Consulting provided engineering design services for the rehabilitation and reconstruction of Howard Way, Century Place, and 16th Street in the City of Costa Mesa. Project improvements will include pavement reconstruction, reconstruction of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, and providing wheel chair ramps (WCR) to meet ADA requirements. Design plans will comply with the latest edition of Caltrans, Green Book, APWA and City Standards.

KEY STAFF: Mohammad Heiat; Jeff Wilkerson; Keith Rutherfurd

Client:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Reference:
Fariba Fazeli, (714) 754-5378
Maher Nawar, (714) 754-5248

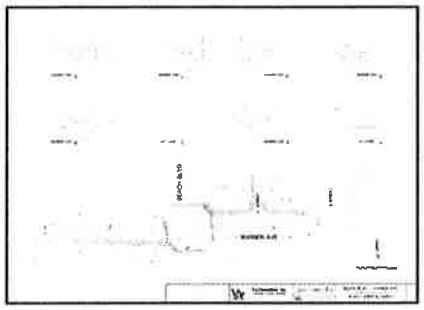
Project Status:
Design Completed in 2009

Project Cost:
$820,000

Services Provided:
Topographic Survey
Base Map Preparation
Street Reconstruction
Pavement Rehabilitation
Signing / Striping
Utilities Coordination
Agency Coordination

BEACH BOULEVARD AND WARNER AVENUE INTERSECTION IMPROVEMENTS

Huntington Beach, California



VA Consulting provided civil and traffic engineering services for preparation of a feasibility study, preliminary widening design, and Project Report for improvements to this critical intersection which accommodates over 107,000 vehicles per day, the 2nd highest intersection volume in the County of Orange. Intersection widening alternatives included evaluation of exclusive right-turn lanes on the eastbound/westbound and northbound/westbound approaches for existing and 2030 traffic conditions. Services have included a laser-scan design survey, utility and right-of-way research, development of geometric alignment plans for each alternative, and implementation cost estimates. Technical memorandums have been prepared for documentation of project features and design criteria and the traffic analysis. An encroachment permit was obtained from Caltrans for conducting the design survey within State right-of-way. VA is currently providing final engineering design services for this project.

KEY STAFF: Mohammad Heiat; Keith Rutherfurd; Jeff Wilkerson

Client:
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

References:
Bill Janusz, (714) 536-5431

Project Status:
Preliminary Engineering Completed in 2010 -2013
Final Engineering In Progress

Project Cost:
$425,000

Services Provided:
3D Laser Scan Design Survey
Utilities Coordination
Right of Way Documentation
Traffic Analysis
Geometric Alignment Alternatives
Impact Analysis
Implementation Cost Estimates
Technical Memorandum Preparation
Encroachment Permit Processing
Final PS&E Preparation

NEWPORT BOULEVARD AND 32ND STREET MODIFICATIONS

Newport Beach, California

VA Consulting is providing engineering services for widening improvements along Newport Boulevard between Via Lido and 30th Street (approximately 1,600 feet). The improvements involve providing one additional northbound thru lane from 30th Street to 32nd Street and one additional southbound thru lane from Via Lido to 32nd Street terminating as a right-turn only lane at 32nd Street. The intersection of 32nd Street is being modified to improve roadway geometrics and level of service. The widening improvements also require new right-of-way from portions of three (3) privately-owned parcels and one (1) public parcel (City Hall). Consulting services include Caltrans Encroachment Permit; California Coastal Permit preparation and processing; design survey; utility coordination; asphalt concrete pavement design; curb and gutter, ADA access ramp, sidewalk, signing and striping improvements; traffic signal modifications, signal loop detector replacement; traffic control and construction staging; median landscaped irrigation; preparation of bid documents, specifications and an engineer's estimate of probable construction costs; and bid and engineering support services during construction. **NUVIS** is preparing landscaping and irrigation plans.

Key Staff: Mohammad Heiat; Jeff Wilkerson; Keith Rutherfurd; Dan Villines; Joe Samaha; Robert Stone

Client:
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Reference:
Andy Tran, (949) 644-3315

Project Status:
In Progress – Started in 2012

Services Provided:
Design Survey
ROW Engineering
Environmental Documentation
Geotechnical Engineering
Hydrology/Hydraulic Analyses
Road/Median Improvements
ADA Compliance Ramp
Pavement Rehabilitation
Traffic Signal Modifications
Signing and Striping Design
Storm Drain Design
Landscape / Irrigation Design
PS&E Preparation
Utility Coordination
Caltrans Encroachment Permit
California Coastal Permit
Traffic Control & Construction Staging Plans
Bid & Construction Support

SMOKETREE LANE IMPROVEMENTS
Irvine, California

VA Consulting provided engineering design services for this street widening improvement project at the intersection of Smoketree Lane and Jeffrey Road in Irvine. This project was coordinated with on-going construction improvements for the City's Jeffrey Road Grade Separation Project at the SCRRA (Metrolink) railroad tracks and required a fast track schedule. The project features included field design survey, roadway widening on Smoketree Lane to provide exclusive right and left-turn lanes at Jeffrey Road, right-of-way engineering, new traffic signal installation, signing and striping improvements, concrete bus pad installation, geotechnical and hydrology analysis, utility coordination and potholing, landscaping and irrigation system improvements and traffic control plans. Coordination was required with the Irvine Unified School District to acquire right-of-way for the project. As a member of the VA design team, **NUVIS** prepared the landscaping and irrigation system improvement plans.

KEY STAFF: Keith Rutherfurd; Mohammad Heiat; Bob Stone

Client:
City of Irvine
6427 Oak Canyon, Bldg 1
Irvine, CA 92623-9575

Reference:
Steve Ollo, (949) 724-7562

Project Status:
Completed in 2009

Project Cost:
$700,000

Services Provided:
Topographic Survey
Roadway Improvements
Traffic Signal Design
Signing and Striping
Concrete Bus Pad Installation
Landscape and Irrigation Design
Plans and Specifications
Construction Documents
Right of Way Engineering
Traffic Control
Utilities Coordination

JAMBOREE ROAD WIDENING IMPROVEMENTS
Newport Beach and Irvine, California

VA Consulting is providing consultant engineering design services to the City of Newport Beach Public Works Department for widening of Jamboree Road in the Cities of Newport Beach and Irvine. The project involves widening improvements along the easterly side of Jamboree Road between Bristol Street North and Fairchild Road, at the MacArthur Boulevard intersection to provide one additional northbound through lane and one additional southbound left turn lane on Jamboree Road. Services include preparing conceptual geometric and landscape plans, cost estimates, traffic weaving and operational analysis, environmental documentation, right-of-way mapping, and final PS&E. Final PS&E services include topographic design survey; preparation of roadway plans and profile drawings for roadway widening, pavement rehabilitation, retaining wall plan, offsite grading plan, landscaping and irrigation plans, signing and striping plans, traffic signal modification plans, construction cost estimates, and technical specifications. **OPC** is providing right of way appraisal and acquisition services and **NUVIS** is preparing landscaping and irrigation plans for the project.

KEY STAFF: Mohammad Heiat; Jeff Wilkerson; Keith Rutherfurd; Joe Samaha; Bob Stone

Client:
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Reference:
Andy Tran, (949) 644-3315

Project Status:
Preliminary Engineering Completed in 2010
Final Engineering In Progress

Project Cost:
$1.7 Million

Services Provided:
Design Survey
ROW Engineering
Traffic & Operation Analysis
Environmental Documentation
Concept Plan Design
Road/Median Improvements
Pavement Rehabilitation
Traffic Signal Modifications
Signing and Striping Design
Retaining Wall Design
Off-Site Grading Plan
Landscape / Irrigation Design
PS&E Preparation
Utility Relocation

EXHIBIT C

FEE SCHEDULE

CITY OF COSTA MESA
FAIRVIEW ROAD AND WILSON STREET INTERSECTION IMPROVEMENT PROJECT

ESTIMATED FEES & EXPENSES

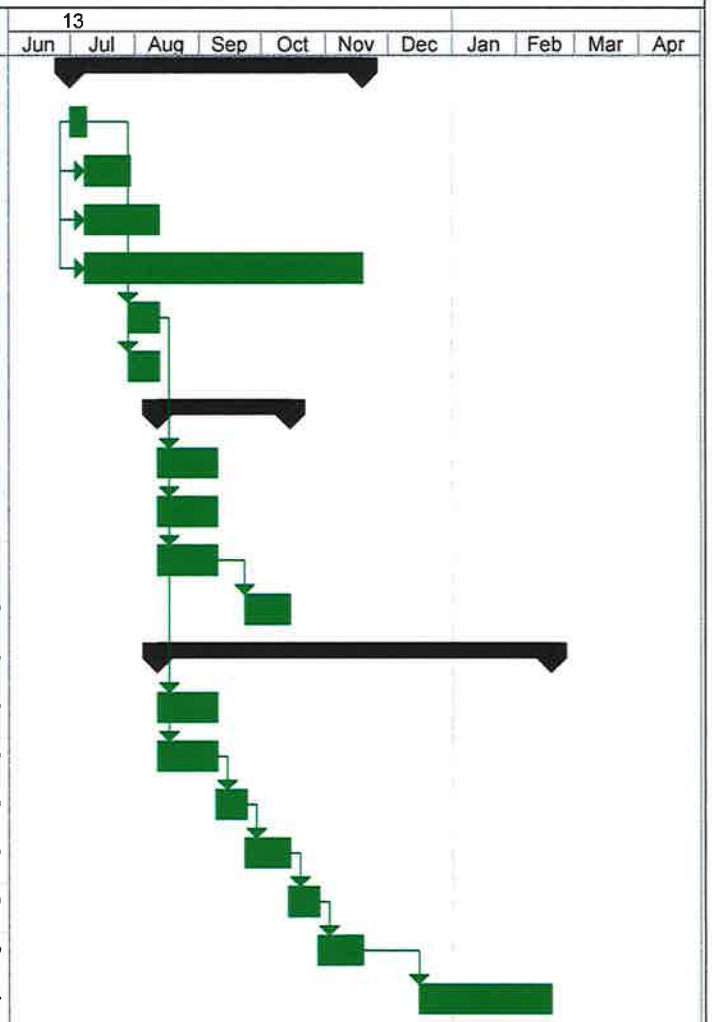
Tasks	Description	No. of dwgs	P	PM	PE	SDE	DE/AE	CLERICAL	DIR/S	2MC	MFS	SMA	VA		Expenses	Subconsultants		Total	
			hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	Fees		hrs	Fees	hrs	Fess
I	**PHASE 1:PRELIMINARY ENGINEERING & SURVEY**																		
1	Kick-off Meeting		2	4									6	$934	$14			6	$948
2	Research, Data Collection and Obtain Permits				4		4						8	$968	$15			8	$983
3	Topographic Field Survey				2					24		12	38	$6,324	$95			38	$6,419
4	Topographic Aerial Survey			2						8		2	12	$2,124	$32		$2,300	12	$4,456
5	Preliminary Right-of-Way Engineering, Obtain Title Reports (6)			4					8			24	36	$4,132	$3,000			36	$7,132
6	Utility Research and Coordination			2		8	14						24	$2,810	$42			24	$2,852
7	Geotechnical/ Materials Report			2	2								4	$558	$8		$8,575	4	$9,141
8	Precise Alignment and Conceptual Design		2	12		16	16						46	$5,822	$87			46	$5,909
9	Project Management, Coordination and Meetings (6)		2	24									26	$3,874	$58			26	$3,932
	Subtotal Phase 1 Services	**0**	**6**	**50**	**8**	**24**	**34**	**0**	**8**	**32**	**0**	**38**	**200**	**$27,646**	**$3,351**	**0**	**$10,875**	**200**	**$41,772**
II	**PHASE 2:RIGHT-OF-WAY ENGINEERING**																		
1	Easement Doc, & Prepare Legal Descriptions (6 Legals, 6 TCE)								48			68	116	$14,044	$211			116	$14,255
2	Property Owners/Tenants Interview (6)			4									4	$588	$9		$2,760	4	$3,357
3	Programming Cost Estimates (6)			4									4	$588	$9		$4,675	4	$5,272
	Subtotal Phase 2 Services	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**48**	**0**	**0**	**68**	**124**	**$15,220**	**$228**	**0**	**$7,435**	**124**	**$22,883**
III	**PHASE 3: PLANS, SPECIFICATIONS & ESTIMATES**												0	$0	$0			0	0
1	Title, Typical Sections and Roadway Plan & Profiles	5	4	16	16	24	40						100	$12,484	$187			100	12671
2	Intersection Details	1		2		12	4						18	$2,198	$33			18	2231
3	Design Details	1		4			20						24	$2,788	$42			24	2830
4	Field Reviews (2)			4		4							8	$1,076	$16			8	1092
5	Hydrology and Hydraulic Analysis/Storm Drain Design		1	2	4	16							23	$2,947	$44			23	2991
6	Signing and Striping Plans	1		6		4	12						22	$2,690	$40			22	2730
7	Traffic Signal Modification Plans	2		20		30	40						90	$11,000	$165			90	11165
8	Document WPC Requirements			4	8								12	$1,644	$25			12	1669
9	Specifications			16				2					18	$2,490	$37			18	2527
10	Quantities and Cost Estimates			4			12						16	$1,908	$29			16	1937
11	Resident Engineer File			2		4	2						8	$1,002	$15			8	1017
12	Bidding and Construction Support			8	8								16	$2,232	$33			16	2265
13	Landscape and Irrigation			4	2		4						10	$1,292	$19		$5,000	10	6311
	Subtotal Phase 3 Services	**10**	**5**	**92**	**38**	**94**	**134**	**2**	**0**	**0**	**0**	**0**	**365**	**$45,751**	**$686**	**0**	**$5,000**	**365**	**$51,437**
TOTAL HOURS (PHASES 1 THRU 3)			**11**	**150**	**46**	**118**	**168**	**2**	**56**	**32**	**0**	**106**	**583**					**583**	
TOTAL FEES (PHASES 1 THRU 3)			**$1,903**	**$22,050**	**$6,072**	**$14,396**	**$18,480**	**$138**	**$8,848**	**$6,560**	**$0**	**$10,070**		**$88,517**	**$4,266**		**$23,310**	**$689**	**$116,093**
IV	**AS-NEEDED TASKS**																		
1	Utility and Traffic Signal Potholing												0	$0	$0		$15,000	0	$15,000
2	Traffic Analyses and Data Collection												0	$10,000				0	$10,000
3	Additional Soil Borings **(N/A)**												0	$0	$0			0	$0
4	Existing ROW Monuments and ROS **(N/A)**												0	$0	$0			0	$0
													0	$0				0	$0
	Total Optional Tasks		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 10,000**	**$ -**	**0**	**$ 15,000**	**0**	**$ 25,000**
GRAND TOTAL HOURS (including as-needed tasks)			**11**	**150**	**46**	**118**	**168**	**2**	**56**	**32**	**0**	**106**	**583**			**0**		**583**	
GRAND TOTAL FEES (including as-needed tasks)			**$1,903**	**$22,050**	**$6,072**	**$14,396**	**$18,480**	**$138**	**$8,848**	**$6,560**	**$0**	**$10,070**		**$98,517**	**$4,266**		**$38,310**		**$141,093**
Rate ($/hr)			$173	$147	$132	$122	$110	$69	$158	$205	$130	$95							

EXHIBIT D

PROJECT SCHEDULE

INTERSECTION IMPROVEMENTS FOR FAIRVIEW ROAD AND WILSON STREET CITY OF COSTA MESA

ID	Task Name	Duration	Start	Finish
1	**Phase I: Preliminary Engineering & Survey**	**101 days**	**Mon 7/1/13**	**Mon 11/18/13**
2	Project Kick-Off & Data Collection	6 days	Mon 7/1/13	Mon 7/8/13
3	Field And Aerial Surveys and Base Map	16 days	Mon 7/8/13	Mon 7/29/13
4	Draft Hydrology and Soil Reports	26 days	Mon 7/8/13	Mon 8/12/13
5	Utility Investigation & Coordination	96 days	Mon 7/8/13	Mon 11/18/13
6	Preliminary R/W Engineering	11 days	Mon 7/29/13	Mon 8/12/13
7	Preliminary Alignment Concept	11 days	Mon 7/29/13	Mon 8/12/13
8	**Phase II: R/W Engineering**	**46 days**	**Mon 8/12/13**	**Mon 10/14/13**
9	Determine all Easement Locations	21 days	Mon 8/12/13	Mon 9/9/13
10	Coordinate With Property Owners	21 days	Mon 8/12/13	Mon 9/9/13
11	Prepare Cost Estimate and Assess the Impacts	21 days	Mon 8/12/13	Mon 9/9/13
12	Prepare Legal Descriptions	16 days	Mon 9/23/13	Mon 10/14/13
13	**Phase III: PS&E and Construction Support**	**136 days**	**Mon 8/12/13**	**Mon 2/17/14**
14	70 Percent Plans, Specifications & Estimates	21 days	Mon 8/12/13	Mon 9/9/13
15	Final Hydrology and Soil Reports	21 days	Mon 8/12/13	Mon 9/9/13
16	Agency Review	11 days	Mon 9/9/13	Mon 9/23/13
17	90 Percent Plans, Specifications & Estimates	16 days	Mon 9/23/13	Mon 10/14/13
18	Agency Review	11 days	Mon 10/14/13	Mon 10/28/13
19	Final Plans, Specifications & Estimates	16 days	Mon 10/28/13	Mon 11/18/13
20	Bidding and Construction Support	46 days	Mon 12/16/13	Mon 2/17/14



VA Consulting, Inc.
May 10, 2013(rev)

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

revised Fairview_Wilson 032613.mpp

EXHIBIT E

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.

EXHIBIT F

CERTIFICATES OF INSURANCE

Client#: 6496 VACONSULT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2012

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810	

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
VA Consulting Inc 6400 Oak Canyon, Suite 150 Irvine, CA 92618	INSURER A: Travelers Indemnity Co. of Conn	25682
	INSURER B: Travelers Property Casualty Co	25674
	INSURER C: Navigators Insurance Company	42307
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	6804848L258 General Liab. excludes claims arising out of the performance of professional services.	11/24/12	11/24/13	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA4908L548	11/24/12	11/24/13	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CUP3C63928A Does not include Professional Liability	11/24/12	11/24/13	EACH OCCURRENCE	$9,000,000
						AGGREGATE	$9,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7665Y535	11/24/12	11/24/13	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional Liability Claims made	CM12DPL015804IV	06/16/12	06/16/13	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees and volunteers are additional insured on General & Auto liability coverage as per written contract.
Coverage afforded the additional insured is primary and non-contributory
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
City of Costa Mesa Attn: Risk Management 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~[illegible]~~ AUTHORIZED REPRESENTATIVE Teresa Chen

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DESCRIPTIONS (Continued from Page 1)

as respects to general liability coverage.
Waiver of subrogation included in work comp.
General Liability policy deductible: $0.
Professional Liability policy deductible: $45,000.

VA Consulting Inc

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB7665Y535

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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

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

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

Schedule

Person or Organization:	**Job Description:**
City of Costa Mesa Attn: Risk Management 77 Fair Drive Costa Mesa, CA 92626	City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees and volunteers.

DATE OF ISSUE: 11/24/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

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INSURED
VA Consulting Inc
46 Discovery, Suite 250
Irvine, CA 92618

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co. of Conn	25682
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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC	6804848L258 General Liab. excludes claims arising out of the performance of professional services.	11/24/12	11/24/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA4908L548	11/24/12	11/24/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	CUP3C63928A Does not include Professional Liability	11/24/12	11/24/13	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7665Y535	11/24/12	11/24/13	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C		OTHER Professional Liability Claims made	CM12DPL015804IV	06/16/12	06/16/13	$2,000,000 per claim $2,000,000 annl aggr.	

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CERTIFICATE HOLDER
City of Costa Mesa
Attn: Risk Management
77 Fair Drive
Costa Mesa, CA 92626

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AUTHORIZED REPRESENTATIVE
Teresa Chen

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DESCRIPTIONS (Continued from Page 1)

as respects to general liability coverage.
Waiver of subrogation included in work comp.
General Liability policy deductible: $0.
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VA Consulting Inc

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB7665Y535

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