

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ASAKURA ROBINSON COMPANY**

THIS AGREEMENT is made and entered into this 21st day of October, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ASAKURA ROBINSON COMPANY, a Texas Limited Liability Company ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for the design of landscape and irrigation improvements for existing medians and an entry monument sign, as more fully described herein; and

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

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

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, 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 Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both 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. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. 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 total compensation shall not exceed Sixty Eight Thousand Three Hundred and Fifty Dollars (\$68,350.00).

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

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "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 two (2) years, ending on October 21, 2016, 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 based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings,

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and

agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Asakura Robinson Company  
445 Santa Ana Avenue  
Newport Beach, CA 92663  
Tel: (714) 813-8134  
Fax: (832) 201-7198  
Attn: Marjaneh Afkhami, PLA

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5378  
Fax: (714) 754-5028  
Attn: Fariba Fazeli

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 "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor for the City of Costa Mesa

Date: \_\_\_\_\_

CONSULTANT

  
Signature

Date: Sept 30-2014

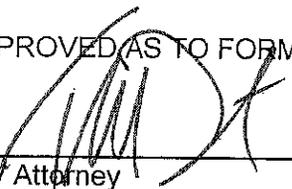
MARJANEH AFKHAMI - PRINCIPAL  
Name and Title

452-65-4672  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 09/29/14

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 10/1/14

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 10-1-14

DEPARTMENT HEAD APPROVAL

\_\_\_\_\_  
Ernesto Munoz, Director of Public Services

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



# CITY OF COSTA MESA

P. O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

July 24, 2014

**SUBJECT: REQUEST FOR PROPOSALS (RFP's) FOR THE DESIGN OF  
LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR EXISTING  
MEDIANS AND ENTRY MONUMENT SIGN**

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional engineering services for the design of landscape and irrigation improvements for several existing medians and an entry monument sign.

The anticipated schedule of events to complete the professional services for the project is as follows:

**EVENTS TO COMPLETE WORK**

**DATE**

1. Proposal Received by City	08/15/2014
2. Contract Award	09/16/2014
3. Kick-off Conference	09/17/2014
4. 70% Submittal	11/07/2014
5. 90% Submittal	01/09/2015
6. Final Submittal	02/06/2015
7. Advertise for Construction	02/09/2015

Enclosed is a Request for Proposals (RFP's) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP.

**City of Costa Mesa Contact Person**

Kristie Ferronato, P.E., Project Manager, (714) 754-5248, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

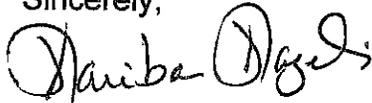
RFP – Medians and Entry Monument sign

**Required Copies of Request for Proposals on Due Date**

Three copies of the project proposal and two copies of the fee proposals must be received by the City no later than 3:00 p.m. on Friday, August 15, 2014. All proposals shall be delivered by email or in person to:

Ms. Kristie Ferronato, P.E.  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Sincerely,



Fariba Fazeli, P.E.  
City Engineer

Attachments

c: / Kristie Ferronato, P.E., Project Manager

**REQUEST FOR PROPOSALS**  
**FOR MEDIANS AND ENTRY MONUMENT SIGN**

**I. INTRODUCTION**

In Fiscal Year 2014-2015 the City Council allocated funding for the removal of turf and installation of water efficient landscape on the existing medians within the following streets:

1. Mesa Verde Drive (east and west) from Adams Avenue to Adams Avenue
2. California Street at New Hampshire Avenue

In addition, the City is interested in the design and construction of a new parkway landscaping on the north side of Gisler Avenue from Iowa Street to California Street, and a unique Entry Monument sign at Newport Boulevard and Industrial Way.

**A. General Goals:**

1. Evaluate the existing improvements, available utility services and determine the most appropriate location for the electrical and water services and cabinets.
2. Screen cabinets with appropriate landscaping.
3. Replace existing hardscape and landscape improvements with new sustainable landscape and water efficient irrigation system.
4. Obtain all the required permits and utility approvals.
5. Prepare three conceptual designs for the Entry Monument sign and two alternatives for landscaping palette.
6. Prepare the necessary plans, specifications, and estimates (PS&E) for the approved entry monument sign and landscaping palette.

**B. Minimum Consultant Qualifications:**

The key project staff furnished by the Consultant and sub-consultants must have at least five years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP's) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa.

**II. CONTENT OF PROPOSAL**

In order to maintain uniformity with all proposals furnished by Consultants, the proposals shall include the following:

## RFP – Medians and Entry Monument Sign

- A) A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you feel are necessary for the successful completion of the project.
- B) A project team organization chart identifying those who will perform the work and a brief resume of each team member (including a list of similar types of projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main Consultant.
- C) A list of similar projects that your firm has completed within the last five years. Information should include project description, agency or client name, along with the person to contact, and the telephone number(s), year completed, and project cost. Clearly indicate your firm's role for each project listed, i.e., has been the lead Consultant or sub-consultant to a prime firm.
- D) Project references (not more than three from each category), including names, addresses and telephone numbers.
- E) A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- F) Fee proposal in a separately sealed envelope containing the following:
  - 1. Cover letter stating the not-to-exceed total lump sum fee for the design of the project. In addition, the Consultant is requested to include an amount of **\$5,000** in the fee schedule for the Project as a contingency to be used only as directed in writing by the City's PM.
  - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

### **III. CONSULTANT SELECTION COMMITTEE**

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the Consultant on their ability to:

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing trees and utility locations.

RFP – Medians and Entry Monument Sign

- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

**IV. ESTABLISHMENT OF FEES**

The fee proposal will not be opened until the Proposal Selection Committee has evaluated the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

**V. PROFESSIONAL SERVICES AGREEMENT**

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

**VI. INSURANCE REQUIREMENTS**

- General Liability: \$1,000,000
- Automobile Liability: \$1,000,000
- Workers Compensation and Employers' Liability: \$1,000,000
- Professional Liability: \$1,000,000
- Additional and primary Insurance endorsements shall include the City of Costa Mesa

**VII. SCOPE OF CONSULTANT SERVICES**

**A. Project Analysis and Review:**

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff and other advisory groups for appropriate guidance and coordination (assume three meetings).

The scope of the work includes addressing planning, environmental, and design issues pertaining to the design and installation of an up lighted Entry Monument sign, re-landscaping of the existing medians on Mesa Verde Drive and California Street and new landscaping within the existing parkway area in the north side of Gisler Avenue.

Identify all project costs, including construction, and estimated operation and maintenance costs.

**B. Utility Investigation/Coordination:**

The Consultant shall notify all utility companies; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc., and obtain plans of all existing utility facilities.

The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The Consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance.

The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures".

The Consultant shall submit all utility correspondence to the City.

**C. Base Map:**

The consultant may use existing plans and/or Google Earth Aerials to create AutoCAD base maps.

**D. Plans:**

1. The consultant shall prepare construction drawings (24"x36") containing title sheet, general notes, construction plan, details, schedules, and photometric plans for each layout being considered. The title sheet shall contain a vicinity map and location map for the project. Scale for plans and plan size shall be consistent and must follow standard practices for the application.
2. The consultant shall prepare construction documents with all necessary electrical drawings for an up lighted monument sign (approved design) at Industrial Way and Newport Boulevard.
3. The consultant shall plot existing improvements in broken or screened lines.
4. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing improvements and existing structures including power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems.

**E. Specifications:**

Prepare complete project specifications including Special Provisions (including permits from utilities and other agencies) and proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

**F. Quantity and Cost Estimates:**

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed plan phases and a final estimate upon final submittal. These quantities shall match the proposed final quantities. In addition, quantity take off sheets shall be provided by the Consultant to aid the City during construction.

Consultant will also be required to prepare a detailed operations and maintenance manual, including resources needed and estimated annual material and labor costs.

**G. Construction Documents:**

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City on erasable Mylar sheets.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, ROW information, and all other related correspondence. The Consultant shall submit this file to the City in conjunction with the final submittal.

**H. Project Document Submittal and Plan Information:**

1. Project Initialization and General Requirements:
  - a. Develop Project Schedule and Staffing Requirements.
  - b. Participate in Periodic Meetings with City staff.
  - c. Submit plans to the City's Building Division, Mesa Water District, and SCE for plan checks and obtain permits.
2. Construction Documents (P, S, & E's) (70%):
  - a. Prepare construction plans, including landscape and irrigation restoration details and entry monument conceptual designs.
  - b. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
  - c. Submit package in printed (six sets) and electronic (on CD) formats for review.
3. Draft Final Construction Plans (90%):
  - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
  - b. Submit complete set of construction documents (PS&E) including all the necessary instructions and details to carry out the work in accordance with the preliminary permits and/or conditions from other agencies.
  - c. Obtain construction permits from the City of Costa Mesa Building Division and from other agencies.
  - d. Submit package in printed (six sets) and electronic (on CD) formats for review and include previous plan check

RFP – Medians and Entry Monument Sign

4. Final Construction Plans:
  - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
  - b. Submit final set of PS&E's (printed and electronic (on CD) formats) complete with the necessary instructions and details to carry out the work. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
  - c. Submit final construction permits.
  
5. Deliverables:

The Consultant shall provide the City with the following:

  - a. Preliminary Construction Plans, structural calculations, specifications, and preliminary estimates (PS&E's) and supporting calculations (70% and 90% submittals). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
  - b. Draft Final PS&E's and supporting calculations (100% submittal). In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
  - c. Final Construction PS&E's and supporting calculations. In addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
  - d. Approved permits.
  - e. RE file.

**VIII. CITY RESPONSIBILITIES**

The City of Costa Mesa will be responsible for providing copies of all available maps, plans, reports, and records on file with the City.

**IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL**

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant engineer of the obligations to carry out the provisions of the contract.

**X. RIGHT TO REJECT ALL PROPOSALS**

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
  
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the 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 which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

**XI. SUMMARY**

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum Consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. It is the intent of the City to select a Consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

**EXHIBIT B  
CONSULTANT'S PROPOSAL**

ASAKURA ROBINSON COMPANY  
445 Santa Ana Avenue  
Newport Beach, CA 92663  
714-837-5830 [www.asakurarobinson.com](http://www.asakurarobinson.com)  
714-813-8134



August 15, 2014

Ms. Kristie Ferronato, P.E.  
City of Costa Mesa  
Public Services/ Engineering  
77 Fair Drive,  
P.O. Box 1200  
Costa Mesa, California 92628-1200  
714-754-5248

Re: **Landscape Architecture Proposal**  
**FOR MEDIANS AND ENTRY MONUMENT SIGN**

### ***Statement of Project Understanding and Scope of Service***

Asakura Robinson Company (ARC) is pleased to submit this landscape architecture services proposal for the above mentioned project. We have built a reputation on our strength in working with Municipalities, Public Agencies, architects and other consultants and we welcome this opportunity to work with you and your team in creating a high quality project. For the purposes of this proposal, **City of Costa Mesa** will be referred to as the client.

#### **A. Scope of Work**

The project areas include;

1. The existing-Medians along Mesa Verde Drive between Adams Avenue and dams Avenue, and California Street at New Hampshire Avenue . Intent of the renovation is to remove the water consuming, high maintenance turf and replace it with drought tolerant, water efficient , and low maintenance plant materials. With that introduce a more colorful, year round interest plant palette. Replace existing Irrigation with Water Efficient system. The consultant will evaluate all the existing utilities locations and propose appropriate locations as needed. All unsightly utilities will be screened from public view.
2. New Parkway planting design within street R.O.W for north side of Gisler Avenue between Iowa street and California Street. The design intent for this portion of the parkway would be to introduce water efficient plant palette with year round interest. Using a few of the same plants from Mesa Verde Drive could create visual connectivity within the neighborhood. The north side is active with residential driveway, street intersections , utilities, variety of existing trees and connection to the intermediate school on the east and to the Santa Ana river trail on the west end. The consultant will evaluate all the existing utilities

locations and propose appropriate locations as needed. All unsightly utilities will be screened from public view.

3. New City of Costa Mesa Entry Monument sign at corner of Newport Boulevard and Industrial Way. This is a long overdue City entry monument site. With all the new contemporary Condominiums within the proximity of the site, active retail, commercial businesses on 17<sup>th</sup> street and Surf industry Apparel headquarters such as Hurley, as well as Medical buildings this monument can certainly make a positive statement for the City of Costa Mesa Downtown entry.
4. Consultant will prepare three concept plans for the monument and suggest ideas and options for new graphics and signage.

The character of the landscape design shall be reflective of city of Costa Mesa's new urbanization, water efficient and environmentally sensitive development approach. ARC shall provide Site existing condition survey, schematic design, design development, construction documents and construction observation services for the above mentioned project.

Throughout the preliminary design process we will recommend ways to improve the process and the project for the city's review.

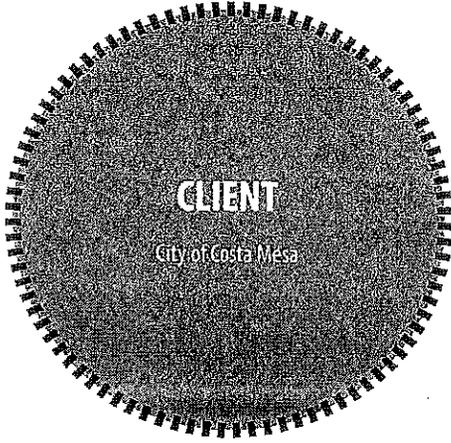
#### **Task I: Schematic Design**

1. Visit the sites to note the general character, existing conditions, opportunity and constraints of each site.
2. Meet with the client to discuss the project expectation, general character of the project, and general concepts.
3. Review the project schedule based on city's completion of work timeline on the RFP.
4. Develop base data file on existing and/or new survey information.
5. Develop an overall landscape and monument design concept.
6. Develop schematic opinion of probable construction cost for the client review.
7. Review schematic plan with client for comments and revise per client requests.

#### **Task II: Design Development**

Based upon the client approved schematic design, ARC shall prepare refined plan which shall include the following:

1. Coordinate with the city engineering.
2. Prepare planting plans and material selections.
3. Coordinate with the city engineer ( Building Division, Mesa Water District, and SCE) for all utilities, sleeve locations etc. . Review plan checks and permit requirements.
4. Coordinate lighting and electrical engineering with the project MEP engineer.



**CLIENT**

City of Costa Mesa



PRIME CONSULTANT

**ASAKURA ROBINSON COMPANY**

LANDSCAPE ARCHITECTURE

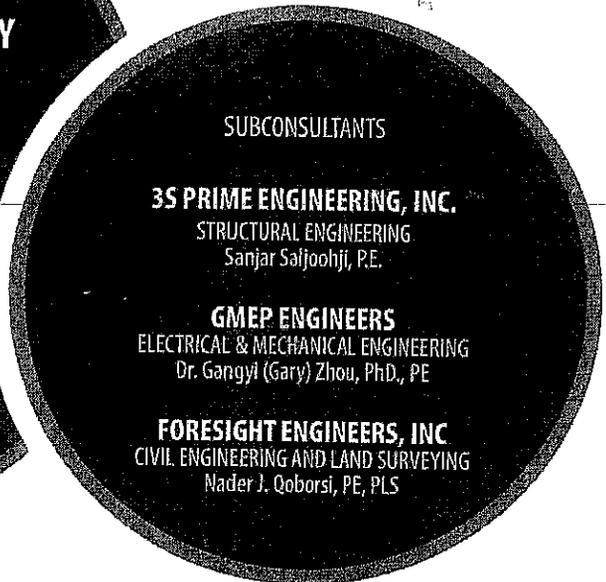
PRINCIPAL-IN-CHARGE  
Marjaneh Afkhami, PLA

PROJECT MANAGER  
Marjaneh Afkhami, PLA

DESIGNER  
Keiji Asakura, PLA

QA/QC MANAGER  
Patrick Chang

DESIGNER/IRRIGATION  
Tri Tran, LI



SUBCONSULTANTS

**3S PRIME ENGINEERING, INC.**

STRUCTURAL ENGINEERING  
Sanjar Sajfoohji, P.E.

**GMEP ENGINEERS**

ELECTRICAL & MECHANICAL ENGINEERING  
Dr. Gangyi (Gary) Zhou, PhD., PE

**FORESIGHT ENGINEERS, INC**

CIVIL ENGINEERING AND LAND SURVEYING  
Mader J. Qoborsi, PE, PLS

Marjaneh Afkhami is a landscape architect with over 28 years of experience in various landscape architecture and planning projects in the United States (California, Texas, Utah, Arizona), Mexico, Japan, Thailand, Singapore, and Malaysia. She specializes in commercial (office, resort golf course, hotels) landscape design, site planning, park design, streetscape, residential community development, and custom residential landscape design. Her work experience ranges from the client vision understanding and concept design phase through design development and implementation observation.

Marjaneh has extensive knowledge of plant materials for Mediterranean, arid, and tropical climates. She also specializes in green wall and green roof design and implementation. Since 2005, she has been equally involved in on-site landscape construction project phases and construction observation to ensure proper and timely design implementation.

In 2000, Marjaneh opened MEgT Architerra, a landscape architectural design studio specializing in high-end custom residential and retail projects in Arizona and Southern California. From 2000-2005, Marjaneh consulted and collaborated with architects and landscape architects working on various commercial, planning, and resort projects.

Prior to forming MEgT Architerra, Marjaneh worked and collaborated at several Southern California firms, including three years at SLA Studio Land in Houston, and four years at the Costa Mesa branch with Keiji Asakura. During this time she performed the role of landscape architect serving as project manager and designer for various commercial, resort, and housing projects.

## REGISTRATION & CERTIFICATION

Professional Landscape Architect, State of California, License #3953

## EDUCATION

Educated in Iran, Switzerland, United States  
 Bachelor of Landscape Architecture 1983  
 Bachelor of Fine Arts 1983  
 Rhode Island School of Design  
 Continuing education courses:  
 Horticultural Studies, UCI and UC Fullerton  
 Fine Arts, Glassell School of Arts - Houston, TX

## MEMBERSHIPS

American Society of Landscape Architects (ASLA)

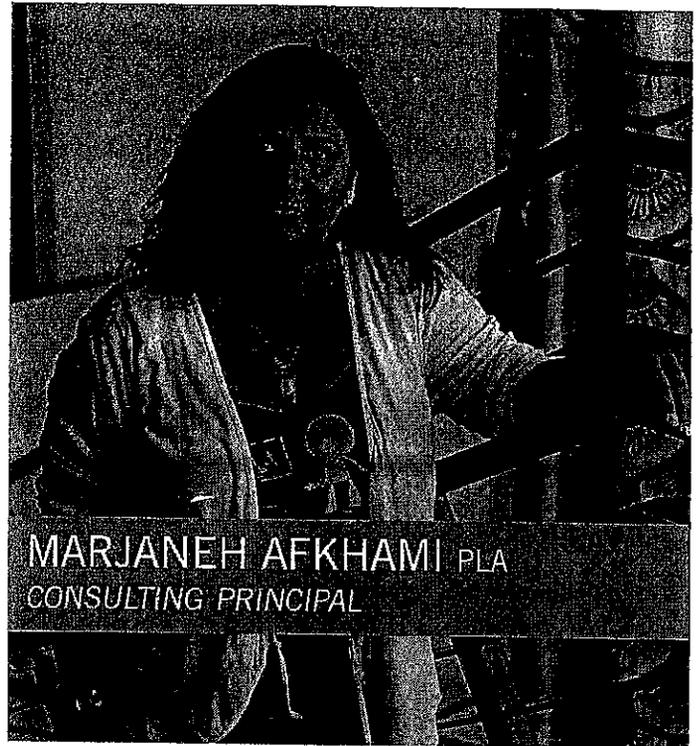
## REPRESENTATIVE PROJECTS

### *Streetscapes and Planning*

Laguna Audubon Neighborhood Communities Planning and Landscape, Aliso Viejo, CA  
 Westpark II Neighborhood Entries and Intersections, Irvine, CA  
 Paseo Westpark Blvd. Design, Irvine, CA  
 Garden Grove Blvd., Land Use and Revitalization Plan, CA  
 73 Toll Road Corridor Visual Impact Study, Aliso Viejo, CA

### *Park and Recreation Projects*

Westpark II Neighborhood Parks, Irvine, CA  
 Paseo Westpark Neighborhood Parks, Irvine, CA



**MARJANEH AFKHAMI PLA**  
 CONSULTING PRINCIPAL

## REPRESENTATIVE PROJECTS (CONT'D)

Development of Delhi Community Center, City of Santa Ana, CA  
 Moody Gardens 21-year Master Plan, Galveston, TX

### *Community Development and Housing*

Vistas Community, Aliso Viejo, CA  
 Harbor Village in Los Angeles, CA  
 Vista Ridge Community, Irvine Company, Newport Beach, CA  
 Flores Los Aliso, Aliso Viejo, CA  
 Bonita Canyon Community, Irvine Company, Newport Beach, CA

### *Institutional and Commercial*

West Coast University Campus for American Career College, Anaheim, CA  
 Summit Business Park Phase II, Aliso Viejo, CA  
 Universal Studio Portofino Hotel & Resort Landscape Concept, Orlando, FL  
 Universal Studio, Bali Hotel & Resort Landscape Concept, Orlando, FL  
 Promenade Mall Renovation, Woodland Hills, CA  
 Hamilton Cove Resort, Catalina Island, CA

### *International Projects*

Bugis Junction, Singapore  
 Act City, Kobe, Japan  
 Tateshina Golf Resort, Japan  
 Real Del Mar Golf Resort, Baja, Mexico  
 XI Chong Resort, Taiwan  
 AOIA Urban resort, Kobe, Japan  
 Roko Island, Kobe, Japan  
 Seacon Square Shopping Center, Bangkok, Thailand  
 Kuala Lumpur City Center Master Plan, Malaysia  
 Raffles Hotel, Singapore

**asakura robinson**

asakura robinson company LLC

Planning Urban Design Landscape Architecture

Keiji Asakura holds over 37 years of experience in urban design, landscape architecture, and community planning throughout the US and internationally. Keiji places high regard on public service as evidenced by his receipt of the 2011 American Society of Landscape Architects' Distinguished Member Award, the 2009 President's Call for Service Award, and the City of Houston Mayor White's 2005 Proud Partner Award for Distinguished Service. Keiji was a founding principal of SLA Studio Land Inc. in Houston, California, and Tokyo before opening Asakura Robinson in 2004.

## REGISTRATION & CERTIFICATION

Professional Landscape Architect, State of Texas, License #1170

Certified by the Council of Landscape Architectural Registration

Board/CLARB #893

Applied Fluvial Geomorphology, Wildland Hydrology

Pedestrian Safety Action Plan, US Federal Highway Admin.

## EDUCATION

Bachelor of Science in Landscape Architecture, California Polytechnic University, Pomona

## MEMBERSHIPS

American Society of Landscape Architects

US Green Building Council

Asian Chamber of Commerce

## BOARDS/COMMITTEES

City of Houston Planning Commission

City of Houston Civic Arts Committee Mayoral Appointee

Urban Harvest Board Member

Blueprint Houston Board Member

Scenic Houston Board Member

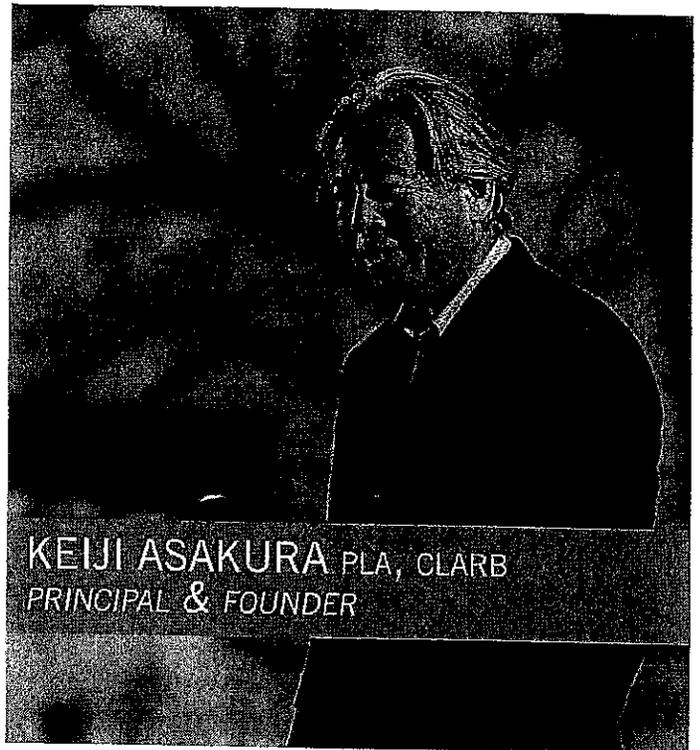
Botanic Garden of Houston Advisory Council

Mercer Arboretum & Botanic Garden former Board Member

American Society of Landscape Architects former Section Chair

## TEACHING & SPEAKING ENGAGEMENTS

- |           |  |
|-----------|--|
| 2013      | Fall Semester - University of Houston<br>Architecture Department |
| 2005      | University of Houston - Graduate Design<br>Lab Guest Critic      |
| 2004      | Texas A&M University - Guest Studio Critic                       |
| 1998      | Louisiana State University - Guest Studio<br>Critic              |
| 1986-1987 | University of Houston - Landscape<br>Architecture History        |



## REPRESENTATIVE PROJECTS

- Citation Corporation Headquarters, Houston, TX
- City of Houston Urban Corridor Planning Study, Houston, TX <sup>^</sup>
- Clear Lake Bicyclist and Pedestrian Study, Houston, TX
- Federal Reserve Bank Green Roof, Houston, TX <sup>L</sup>
- Federal Reserve Bank Landscape Master Plan, Houston, TX
- Gene Green Regional Park, Houston, TX <sup>L^A</sup>
- Northside Livable Center Study, Houston, TX
- Remington Square, Class A Office Park, Houston, TX <sup>L</sup>
- The Park at Palm Center, Houston, TX
- The Plaza at Enclave, Class A Office Building, Houston, TX <sup>L</sup>
- Three Eldridge Place, Class A Office Building, Houston, TX <sup>L</sup>
- Upper Kirby Livable Center Study, Houston, TX
- Washington-on-Westcott Roundabout Pedestrian Enhancement Plan, Houston, TX <sup>^</sup>
- Washington Avenue Livable Centers Study, Houston, TX
- Westway I & III, Class A Office Buildings, Houston, TX <sup>L</sup>
- Westway II, Class A Office Buildings, Houston, TX <sup>L</sup>
- Sugar Land Town Square, Sugar Land, TX <sup>^</sup>
- General Monitors, Landscape Plan, Montgomery, TX
- West Fort Bend Management District Landscape Master Plan, Fort Bend County, TX
- Moody Gardens 20-year Master Plan, Galveston, TX <sup>^</sup>
- Sentry Gateway, Class A Business Park, San Antonio, TX <sup>L</sup>

<sup>L</sup> LEED Certified or Registered Projects

<sup>^</sup> Award Winning Projects

Patrick Chang has over 24 years of experience in urban design, commercial and residential development, corporate office design, as well as park and recreation design. Prior to joining Asakura Robinson, Pat worked with Keiji Asakura at SLA Studio Land in Houston for eight years, where he was project manager responsible for landscape design development through construction documentation for projects such as Sugar Land Town Square, One Briarlake Plaza Office Tower, Compaq Computer Corporate Main Campus Landscape Development, and the Renovation of Compaq Cypress Facility, Schlumberger Rosharon Campus Landscape Plan, Carlton Woods Communities in the The Woodlands, The Woodlands Main Entrance, and Hermann Park McGovern Lake Expansion.

Pat began his career with Sasaki Associates in Dallas in 1990, performing a variety of roles in a wide range of projects including the development of the Dallas Museum District Streetscape; the Dallas Area Rapid Transit CBD Transitway Mall in downtown Dallas; Lafayette Streetscape in Lafayette, Louisiana; GTE Corporate Headquarters; and Arizona Canal Streetscape Master Plan in Scottsdale, Arizona.

Pat joined Mesa Design Group of Dallas in 1992. Working up to the role of project manager, he was involved in many different projects in the Dallas/Fort Worth area including Colorado Heights in McKinney, Girl Fast-Pitch Softball Complex in North Richland Hills, Arbor Hills Nature Reserve in Plano, EDS-Lake Forest Master Plan, and Quorum Park in Addison.

Pat joined Asakura Robinson Company in 2005. He serves as project manager, construction manager, and quality control manager.

#### REGISTRATION & CERTIFICATION

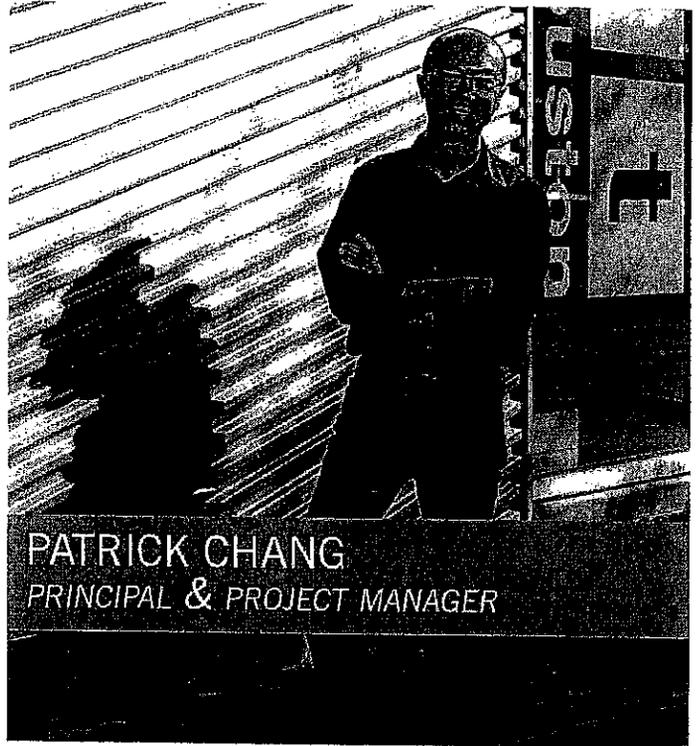
LEED Green Associate, 2009

#### EDUCATION

Bachelor of Science in Landscape Architecture,  
Oklahoma State University; Stillwater, Oklahoma

#### MEMBERSHIPS

US Green Building Council  
Houston Minority Business Council



**PATRICK CHANG**  
PRINCIPAL & PROJECT MANAGER

#### REPRESENTATIVE PROJECTS

Almeda Roadway Reconstruction, Houston <sup>G</sup>  
Beltway 8 & Westpark Tollway Interchange Enhancements,  
Westchase District, Houston  
City of Sugar Land Public Works Building, Sugar Land  
Fondren Police Station, City of Houston <sup>G</sup>  
Gene Green Regional Park, Houston <sup>GA</sup>  
Green Medians Beautification, Houston <sup>A</sup>  
Houston PARD Headquarters Park and Campus Master Plan,  
Houston <sup>GA</sup>  
Kendall Library and Community Center, Houston <sup>G</sup>  
Lincoln Park Landscape Plan, Houston  
NCI's Baker-Ripley Neighborhood Center, Houston <sup>G</sup>  
Sakowitz SRO Apartments, New Hope Housing, Houston <sup>GA</sup>  
Texas Southern University, Sterling Plaza Renovation, Houston  
The Plaza at Enclave, Office Building, Houston <sup>G</sup>  
Washington-on-Westcott Roundabout, Houston <sup>A</sup>  
Westpark Tollway Enhancements, HCTRA, Houston <sup>GA</sup>  
Westway Office Park, Houston <sup>G</sup>  
BAPS Mandir Landscape Master Plan, Stafford  
Sugar Land Town Square Master Plan, Sugar Land <sup>A</sup>  
Dulles Avenue Enhancement and Beautification, Sugar Land  
UTMB, Victoria Lakes, Special Care Center Expansion, League  
City  
Beachtown, New Urbanist Community, Galveston  
Stephen F. Austin State University, James Perkins College of  
Education, Landscape Plan, Nacogdoches  
Government Park, Tuscaloosa, Alabama

<sup>G</sup> Green Infrastructure or LEED Projects  
<sup>A</sup> Award Winning Projects

Tri Tran has over 25 years of experience in urban design and landscape design for commercial and residential development as well as park & recreation design. Prior to joining Asakura Robinson, Tri worked with Keiji Asakura at SLA Studio Land in Houston for 18 years, where he was responsible for construction documentation for projects such as the Laredo Community College Campus Master Plan, the Portofino Retail Center, Spring Lake Community Plan, Fulbrook Community Plan, Lakewood Grove Community Entrance, Woodtrace, Grand Oaks, I-45 Frontage Beautification, Silverglen Landscape Development, Ridgewood Park Development, Intercontinental Hotel, and Patrick Air Force Base Master Plan.

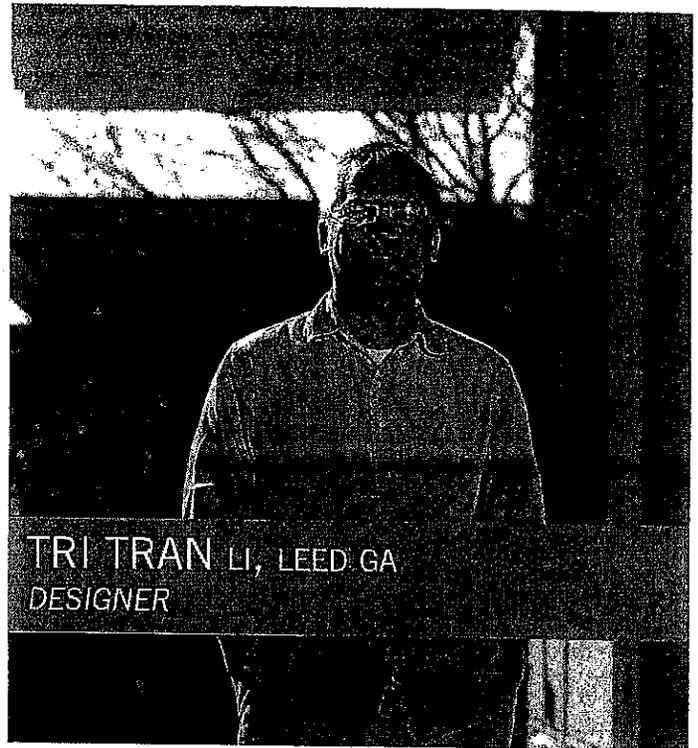
Tri joined Asakura Robinson in 2005. His primary role is irrigation designer; he also produces construction documentation and performs a support role to the firm's project managers. He has worked on several projects including the development of the Bridge of the Americas, the Houston Parks and Recreation Department Campus Master Plan (Gragg Building), and HISD's K. Smith Elementary School.

#### REGISTRATION & CERTIFICATION

Licensed Irrigator, Texas, 2009  
LEED Green Associate, 2009

#### REPRESENTATIVE PROJECTS

Airline Corridor Pedestrian Enhancements, Houston  
Bagby Streetscape Enhancements, Houston <sup>L</sup>  
Citation Oil & Gas Corp. Headquarters Landscape Plan, Houston  
City of Sugar Land Public Works Building, Sugar Land  
Federal Reserve Bank Landscape Master Plan, Houston <sup>L</sup>  
Fire Station 90, Houston <sup>L</sup>  
FM 1960 "Green Medians" Beautification, Houston <sup>A</sup>  
Friendswood Median Beautification, Friendswood  
Gene Green Beltway 8 Regional Park, Houston <sup>LA</sup>  
Highland Village Revitalization, Houston  
Historic Holman Street Reconstruction Project, Houston <sup>L</sup>  
Houston Christian High School, Houston  
Kendall Library & Community Center, Houston <sup>L</sup>  
NCI Baker-Ripley Community Center, Houston <sup>L</sup>  
New Hope Housing, Canal Street Apartments, Houston <sup>A</sup>  
New Hope Housing, Sakowitz Apartments, Houston, <sup>L</sup>  
North Main Street Reconstruction, Houston

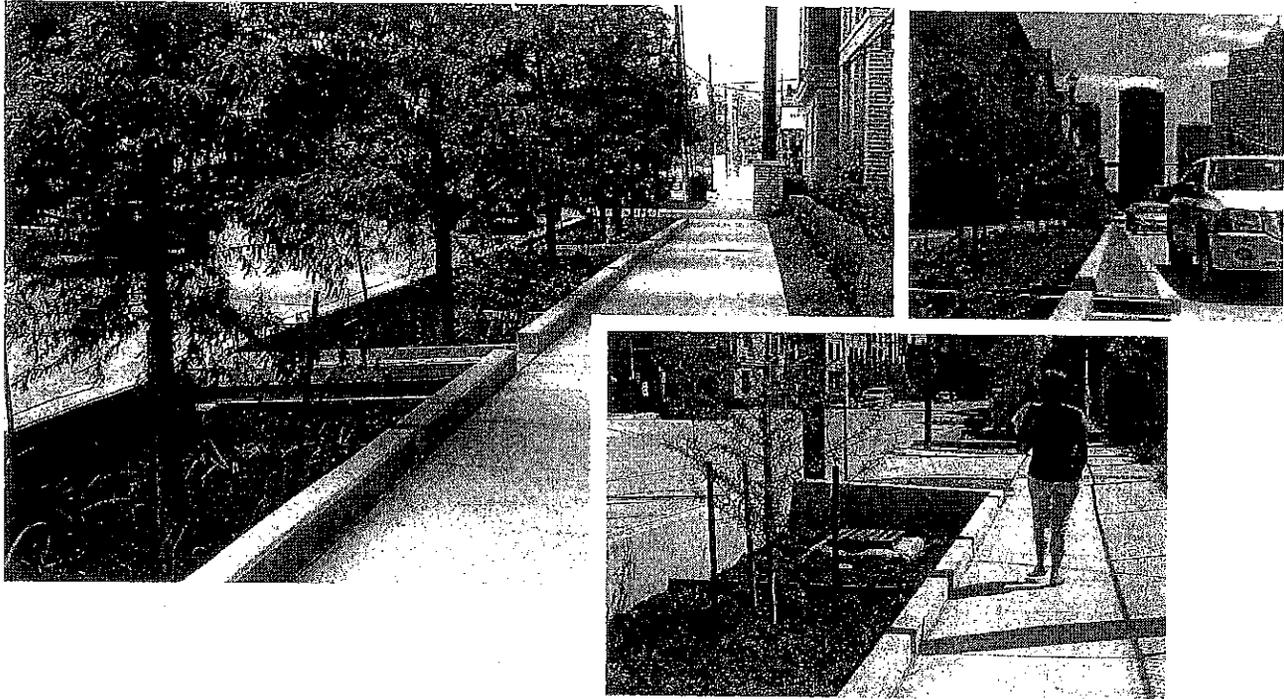


#### REPRESENTATIVE PROJECTS (Cont'd)

Sterling Plaza Renovation, Texas Southern University, Houston  
The Park at Palm Center, Houston  
The Plaza at Enclave, Office Building, Houston <sup>L</sup>  
Three Eldridge Place, Office Building, Houston <sup>L</sup>  
Washington-on-Westcott Roundabout, Houston <sup>A</sup>  
Westway I, II & III, Office Complex, Houston <sup>L</sup>  
Highlands Replacement School, Highlands  
BAPS Mandir Master Plan, Stafford  
Dulles Avenue Landscape Enhancements, Sugar Land  
Laredo Community College, Laredo  
Hope Arena, Galveston <sup>A</sup>  
Kempner Park Renovation, Galveston  
The Oaks, Galveston Housing Authority, Galveston

<sup>L</sup> LEED Certified or Registered Projects  
<sup>A</sup> Award Winning Projects

## Bagby Streetscape, Houston



Greenroads Foundation  
Greenroads Certified Silver  
Texas' First Greenroads Project

ASLA Texas  
Award of Excellence 2014

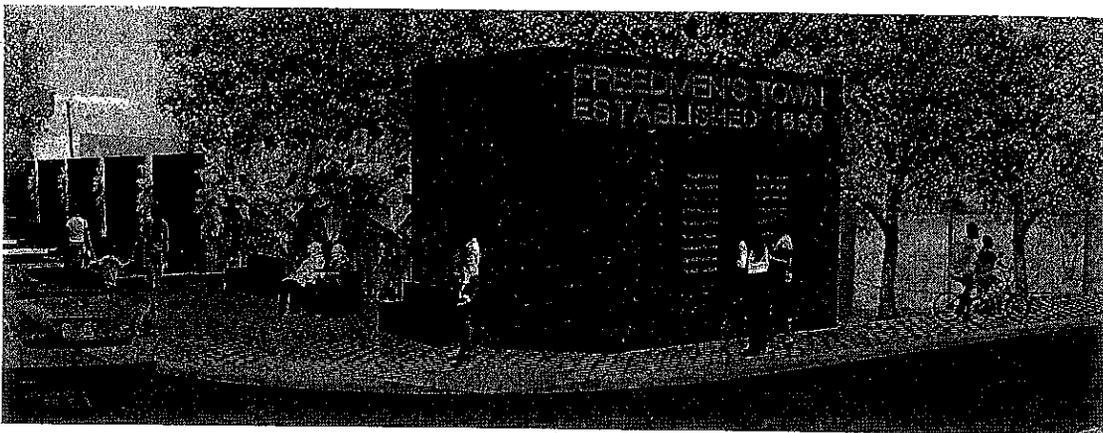
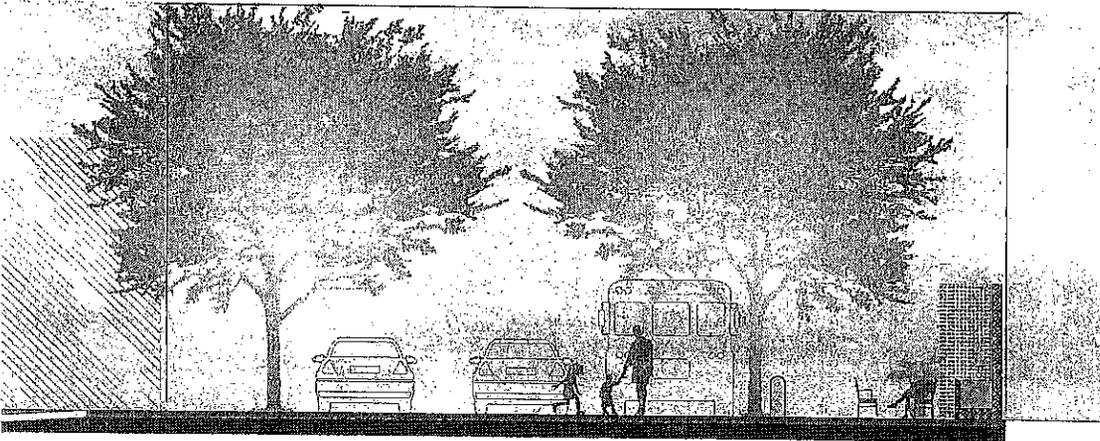
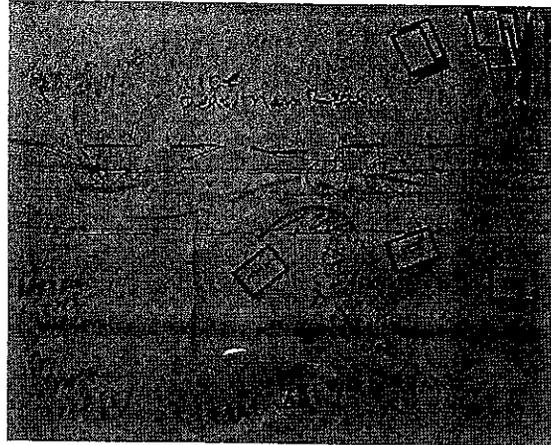
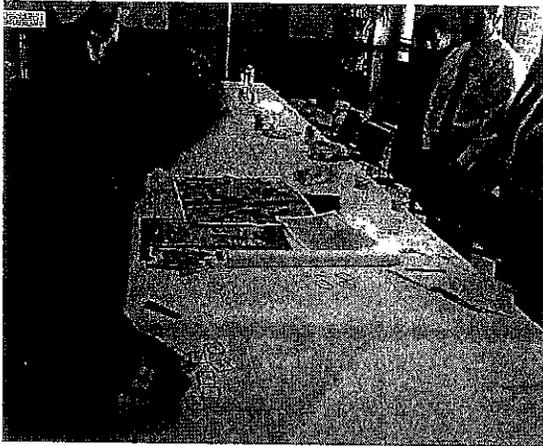
Asakura Robinson Company provided tree preservation, planting and irrigation design, and construction observation services, for the urban streetscape redevelopment along Bagby and Pierce Streets within the Midtown District of Houston, Texas. The street reconstruction project includes substantial improvements to the pedestrian realm by increasing sidewalk widths, providing a consistent tree canopy, replanting planting areas with drought-tolerant but attractive plantings and replacing disjointed irrigation systems with a comprehensive, low-water irrigation system. Bioswales are designed to capture and filter storm water runoff through biofiltration areas. These areas are planted with drought and flood tolerant plantings that will benefit from the additional stormwater.

**Location**  
Houston, Texas

**Owner**  
Midtown Redevelopment Authority  
Matt Thibodeaux, Executive Director  
410 Pierce Street, Suite 355  
Houston, TX 77002  
713-526-7577

**Completion Year**  
2013  
**Landscape Cost**  
\$898,000

# Gillette & Genesee Streets

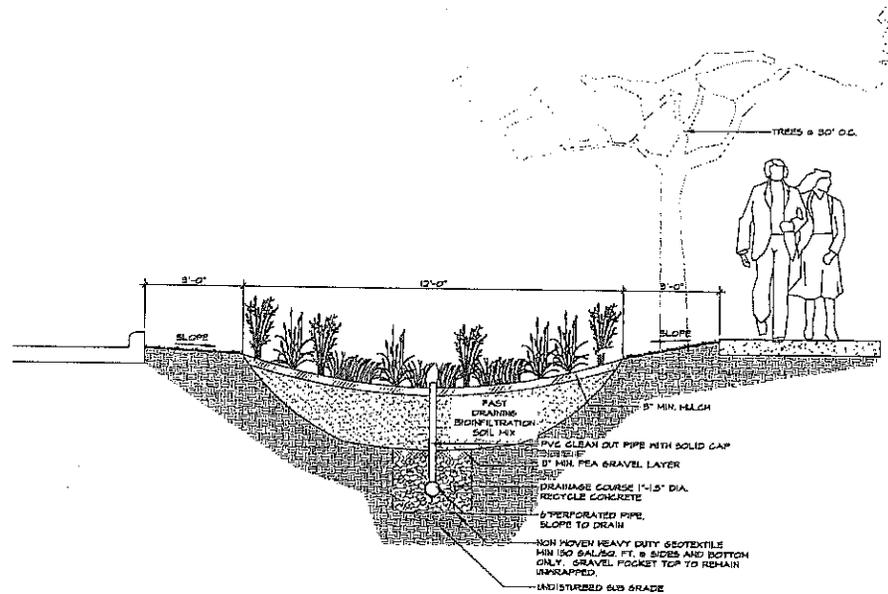


Street design for Gillette and Genesee Streets in Houston's Fourth Ward was developed through engagement with stakeholders that identified the importance of enhancing the pedestrian experience, improving access between Buffalo Bayou, and highlighting the area's history. The final concept is a celebration of the past that serves as an amenity for the existing community. Greenways and linear parks provide access and open space preservation with expanded pedestrian and landscape zones that feature rain gardens, public seating, shade trees, lush planting and water features. The area's history is celebrated through the preservation of original brick pavers at key locations and incorporating art and memorials into the landscape to educate about Houston's African American Heritage, specifically Freedmen's Town, to honor those who originally settled this part of Houston at the end of the 19th and the early 20th century.

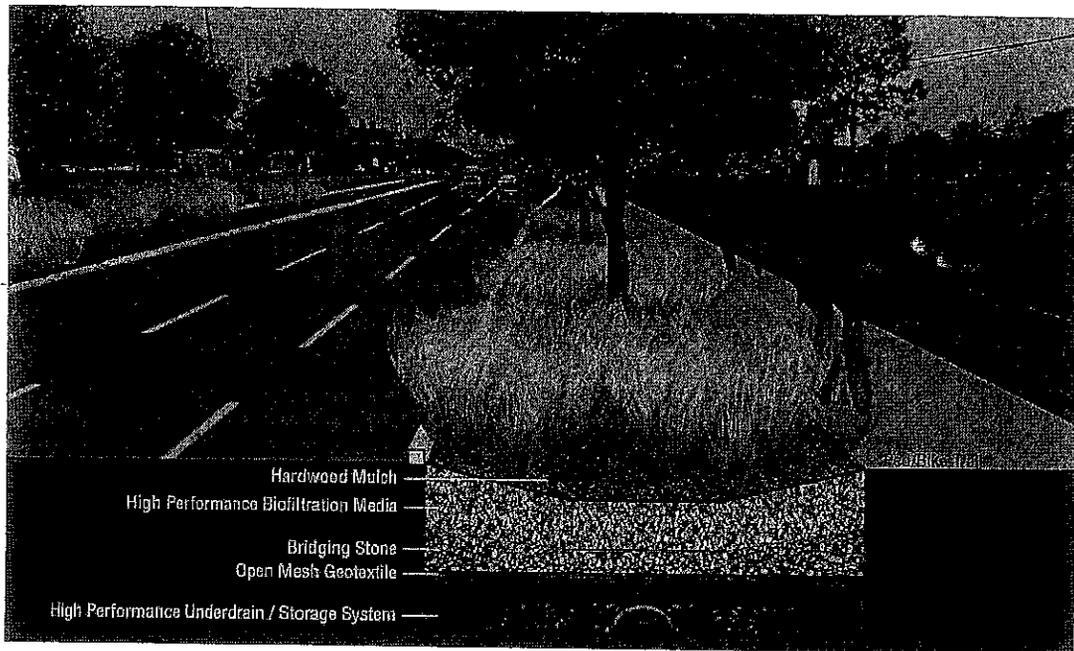
**Location**  
Houston, Texas

**Client**  
ESPA Corp

# Alameda Road Reconstruction



**A** TYP. CROSS SECTION  
1/2"=1'-0"



Asakura Robinson Company is providing landscape architecture services for the City of Houston's Alameda Road Reconstruction Project from MacGregor to Old Spanish Trail. The roadway is being designed as a pilot project for Green Road Design with Low Impact Development (LID) features requiring roadside plantings and engineered soil mixes that filter stormwater to meet stormwater quality goals. The general project scope provides for the reconstruction of the existing concrete roadway and grade separations over Brays Bayou at Alameda and S. MacGregor with curbs, sidewalks, street lighting, and underground utilities. The project entails an existing four lanes with wide center median and road side ditches to be expanded to a proposed six lanes with a varying ROW. This project is partially federally funded and involves coordination with TXDOT. A potential 10' wide bikeway is proposed along one side of the ROW adjacent to Hermann Park and the VA Hospital.

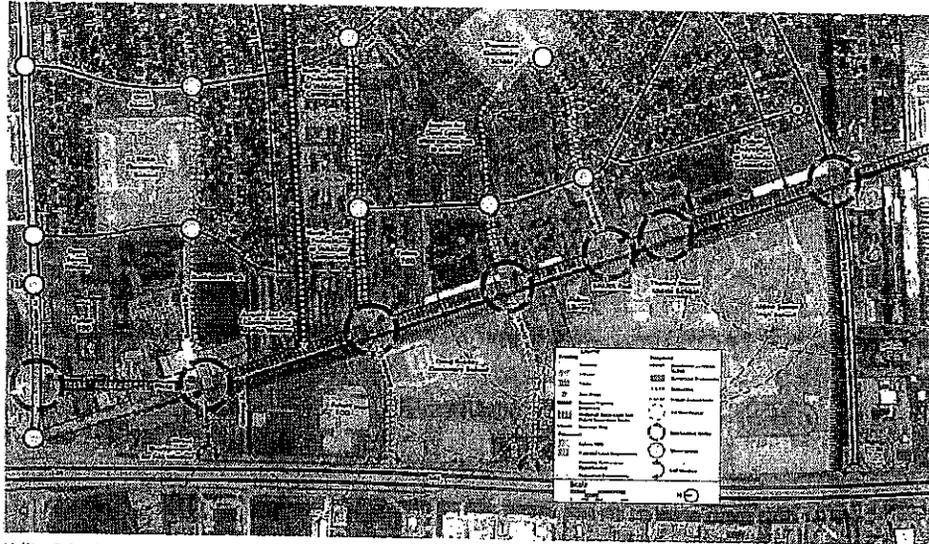
**Location**  
Houston, Texas

**Completion Year**  
Est. 2016  
**Landscape Cost**  
\$350,000

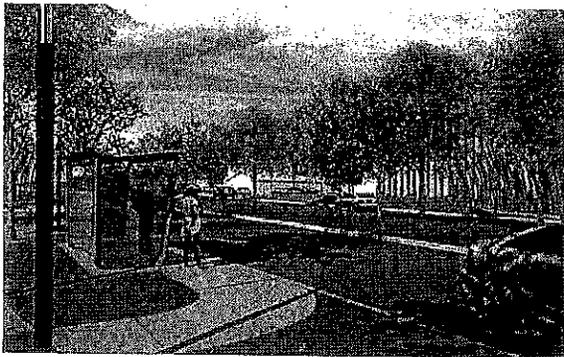
**Engineer**  
Walter P. Moore  
Thusitha Silba  
Project Manager  
1301 McKinney  
Suite 1100  
77010  
713-630-7468

**Owner**  
City of Houston

# Airline Corridor Enhancement Plan



Airline Drive Improvements: Site Analysis Plan



Pedestrian Plaza Area at Buckboard Drive



Pedestrian Plaza with Art Work



Pedestrian Connections at Airline and West Road



Corridor View at Night

Asakura Robinson is preparing a Pedestrian Enhancement Plan for inclusion in a Preliminary Engineering Report for the Greater Greenspoint Redevelopment Authority. The study area is a 1.2 mile corridor of Airline Drive from West Road to Aldine Bender Road, the southern gateway to the Greenspoint District.

Pedestrian enhancements include enhanced sidewalks, pedestrian street lighting, signage, planting, irrigation, public art, crosswalks, bus shelters and plazas. Key intersections shall be further enhanced to encourage pedestrian use. Key components of this plan include the work of an area artist group who will contribute their talents to various aspects of the study area including mosaic designs on benches and retaining walls.

Completed: 2012  
Overall Cost: \$6.1M

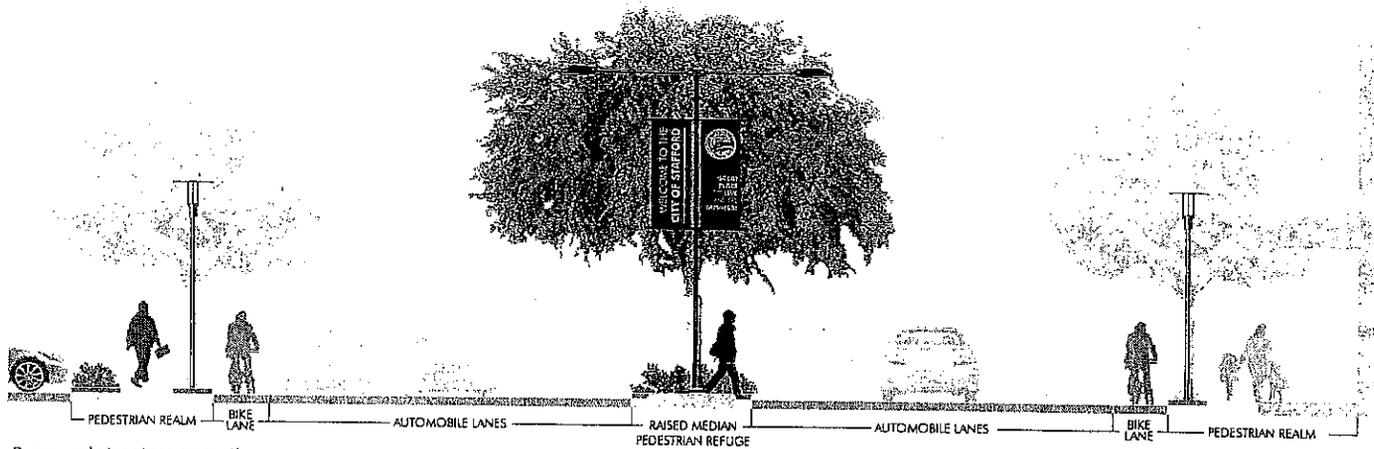
**Location**  
Houston, Texas

**Engineer**  
Schaumburg & Polk, Inc  
Mark Dessens, Engineering Manager  
11767 Katy Freeway, Ste. 900, Houston, TX 77079  
281.920.0487

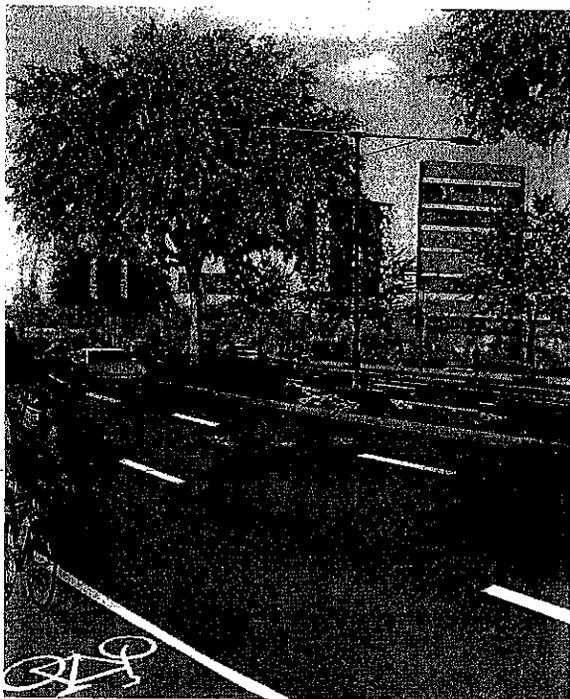
**Owner**  
Greater Greenspoint Redevelopment Authority  
Sally Bradford, Executive Director  
450 Gears Road, Suite 200, Houston, TX 77067  
281.877.9952

# FM 1092 Access Management Study

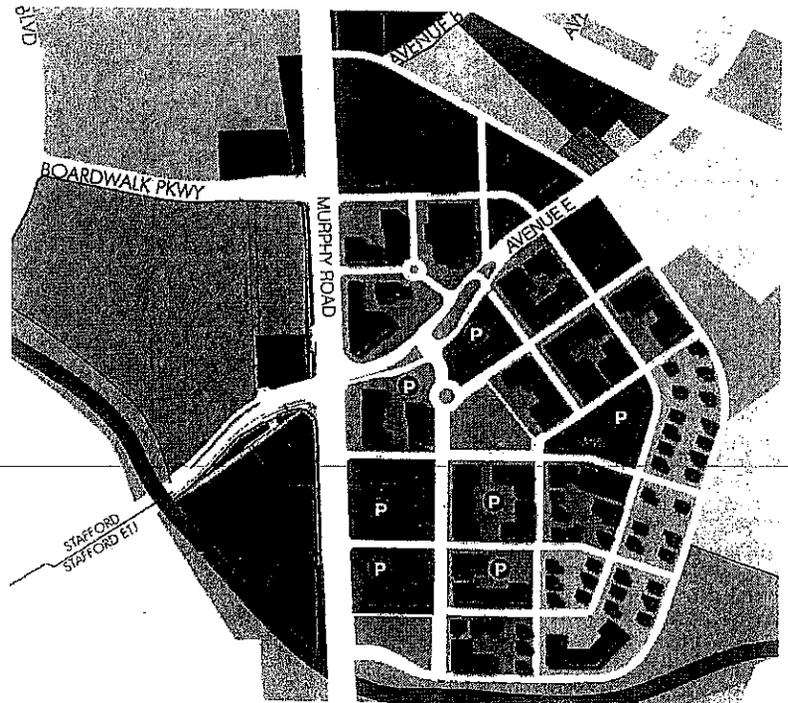
## Houston-Galveston Area Council



Proposed streetscape section



Visualization with proposed streetscape improvements



Alternative site design through urban form and land use changes

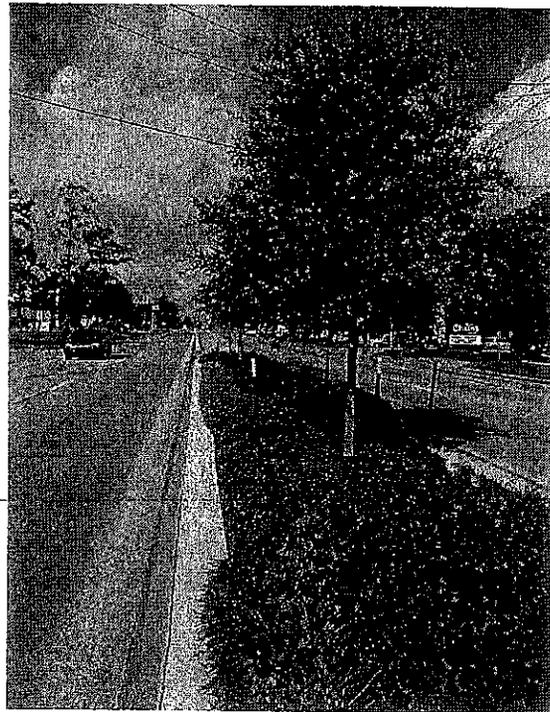
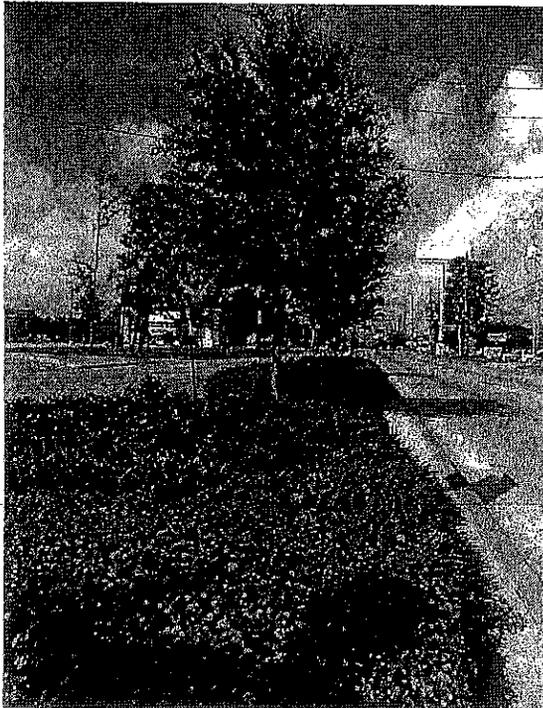
FM 1092 is the main north-south corridor within the City of Stafford, providing access to regional destinations through freeway and transit connections, including US-59/I-69 and the METRO West Belfort Park & Ride. Asakura Robinson provided public involvement and streetscape design expertise for the FM 1092 Access Management Study, as well as document design. The project went beyond the scope of conventional access management studies to provide guidance on placemaking techniques, develop a vision, and inform how entities can play an integral role in transforming the quality of spaces along the corridor. Recommended streetscape design elements accommodate all potential roadway users in a currently automobile-dominant landscape, improving the quality of space for pedestrians, and offering branding opportunities through landscaping and signage. The project team identified four potential nodes within the study area which, if acted upon, could be developed into activity nodes, centers for community gathering and shopping destinations. Asakura Robinson presented an alternative site design for an underutilized site along the corridor, at the intersection of Avenue E and FM 1092 (or Murphy Road), which features a street grid, central civic space, shared parking, and mixed-use developments that promote pedestrian activity throughout the site.

**Location**  
Stafford, Texas  
Houston, Texas

**Engineer**  
Geoff Carleton  
Traffic Engineers, Inc.  
8323 Southwest Freeway, Suite 200  
Houston, Texas 77074

**Owner**  
Houston-Galveston Area Council

**Completion Year**  
2010  
**Overall Cost**  
\$515,000



2011 National Roadway Safety Award, Honorable Mention  
US Dept. of Transportation, Federal Highway Administration

2011 Proud Partner Award  
Mayor Annise Parker / Keep Houston Beautiful

The Green Medians project consisted of the landscaping and irrigation the newly installed medians by TxDOT along FM 1960. The overall project length was 7.67 miles, from just west of SH 249 to just west of IH 45.

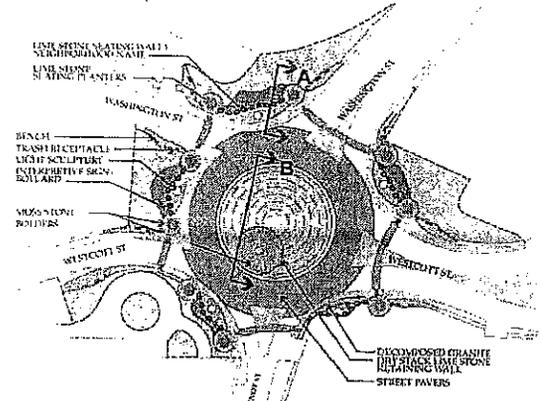
This project presented itself as a challenging design opportunity, due to the narrow area of work and harsh roadway environment, but Asakura Robinson successfully devised creative design solutions and plant material selections to surpass the client's needs and expectations.

The Houston Northwest Chamber of Commerce Green Medians Committee, under the leadership of Barbara Schlattman, raised over \$515,000 to install irrigation and landscape medians along FM 1960. Asakura Robinson Company was subsequently awarded an on-going contract to perform monthly site inspection and coordinate maintenance issues with the contractor and the Joint Powers Board, a representative group from the area responsible for maintenance.

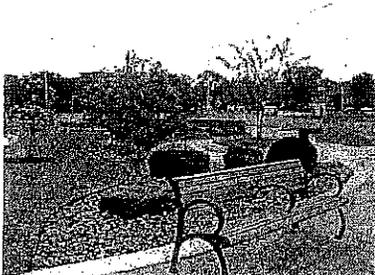
**Location**  
Houston, Texas

**Client**  
Houston Northwest Chamber of Commerce  
Barbara Thomason, President  
3920 Cypress Creek Pkwy, (FM 1960 W)  
Suite 120  
Houston, Texas 77068

# Washington-on-Westcott Roundabout



Washington-on-Westcott Roundabout  
2007 Effective Partnership Award  
American Planning Association Texas  
Houston Section



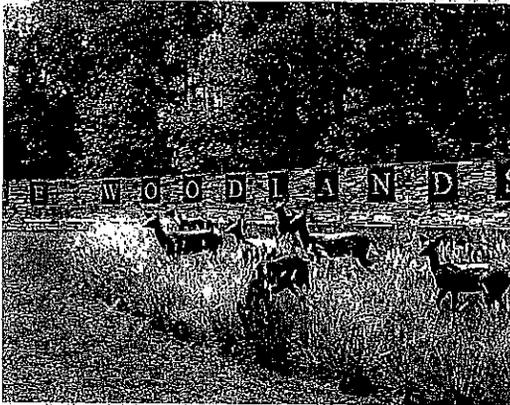
Asakura Robinson Company worked with Washington-on-Westcott Initiative volunteers and collaborators to create a master plan and subsequent design of an artistic and pedestrian-friendly gateway to the Washington corridor. This landmark will symbolize the heritage and uniqueness of major Texas regions, represented by sculptures and native plants assigned their own section of the roundabout. The pedestrian is led along pathways to each "region" within the roundabout and neighborhood signs direct traffic and pedestrians to their destinations.

**Location**  
Houston, Texas

**Client**  
Phyllis Thomason, President  
WOW Roundabout Initiative, Inc.  
713-553-1611

This project is a collaboration of WOW and the City of Houston and is supported by Houston Endowment, Inc., the Cultural Arts Council of Houston and Harris County and the Washington Avenue/Memorial Super Neighborhood Council.

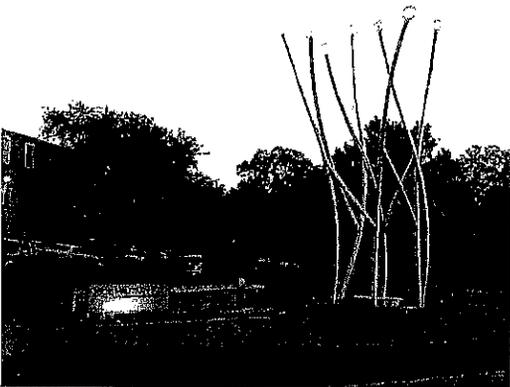
## References



The Woodlands Deer Entry/Signage Project  
The Woodlands, TX

### Bagby Streetscape

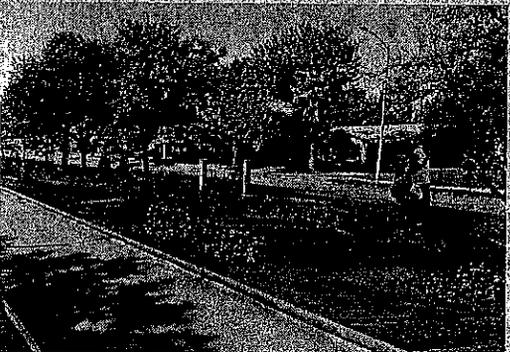
Reference: Matt Thibodeaux, Executive Director  
Midtown Redevelopment Authority  
410 Pierce Street Suite 355 Houston, TX 77002  
(713) 526-7577  
matt@houstonmidtown.com



Washington On Westcott Roundabout Project  
Houston, TX

### Almeda Road Reconstruction

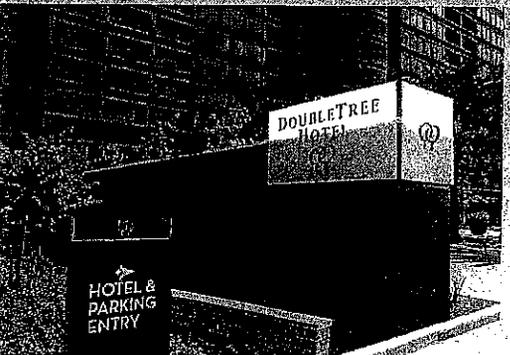
Reference: Thusitha Silba, Project Manger  
Walter P Moore Engineers  
1301 McKinney Suite 1100 Houston, TX 77010  
(713) 630-7468



Five Corners Project  
Houston, TX

### Airline Corridor Enhancement Plan

Reference: Sally Bradford, Executive Director  
Greater Greenspoint Redevelopment Authority  
450 Gears Road Suite 200 Houston, TX 77067  
(281) 877-9952  
sbradford@greenspoint.org



DoubleTree Hotel Entry/ Signage  
Houston, TX

### 1092 Access Mangement Study

Reference: Barbara Schlattman, Green Medians Chair  
Houston Northwest Chamber of Commerce  
(281) 444-0240  
bschlattman@mindspring.com



## 3S PRIME ENGINEERING INC

**SANJAR SALJOOGHI, PE**  
*Structural Engineer*

23265 Park Ensenada, Calabasas, CA 91302  
(p) 818.851.8920  
14sanjar@gmail.com

### REGISTRATION & CERTIFICATION

Professional Engineer in California C 53610

### EDUCATION

BS Civil Engineering, Ohio Northern University, Ada, Ohio  
MA Civil Engineering (Structural), University of Cincinnati,  
Cincinnati, Ohio

### PROJECT MANAGER / ENGINEER / CONSTRUCTION / STRUCTURAL ENGINEERING

Extensive experience optimizing operations and profits for construction and engineering companies through outstanding management, technical, and relationship building expertise. Accomplished and versatile professional with proven ability to direct construction and engineering projects within diverse sectors including government, education, and healthcare. Recognized contributor with knowledge and skills needed to develop targeted solutions to structural engineering challenges, utilizing background in building behavior, components, and construction materials and practices. Articulate and collaborative communicator, negotiator, and leader with talent for establishing productive relationships with owners, architects, colleagues, and government officials and building strong, motivated multi-trade teams. Registered as Professional Engineer in the state of California.

### CORE COMPETENCIES

Project Management / Structural Engineering  
Government / Education / Healthcare  
On-time / Within-budget Construction Materials / Practices  
Remodels / Tenant Improvements  
New Construction  
Documentation Flexible / Cost Effective Solutions  
Observations / Inspections  
Multi-trade Team Building / Leadership

### PROFESSIONAL EXPERIENCE

*Owner / President, 3S Prime Engineering, Inc. 2010  
Casablanca, CA*

A structural engineering firm that is different. Service oriented and dedicated to the needs of the client to provide best solution for construction projects by striking a balance between budget/performance/code requirements and yet meeting special needs or desires of the client without sacrificing design integrity and construction safety.

*Supervisor / Project Manager, Ardan Construction Company  
INC, 2007-2010*

*Thousand Oaks, CA*

Charged with directing construction and remodeling projects for general contractor for public sector clientele including design, site operations, budgets / schedules, and inspections. Supervised company staff and subcontractors to ensure high quality performance and compliance with work scopes. Monitored demolition work in preparation for new construction.

Optimized operations and profits for company by guiding completion of numerous construction projects for municipal and county agencies including interior remodels / tenant improvements, County Kennel overhaul and remodel, and structural and seismic strengthening of existing historic buildings.

Strengthened company's growth and reputation in the region by directing public school district construction projects within fast-track schedules including classroom remodels, extensive exterior landscaping, fire hydrant line installation, and interior finish work. Also guided grading and installation of 4 new gymnasium air-handlers while school was in-session and oversaw demolition work for installation of 16 new HVAC units with associated duct works, electrical, and plumbing hookups.

*Senior Associate, Risha Engineering Group, Inc. 2000-2007  
Burbank, CA*

Accountable for guiding structural engineering issues and requirements for new construction and renovation / retrofit projects. Oversaw daily operations including staff assignments and targeted assistance / support where required. Performed site observations to ensure compliance with construction documentation.

Strengthened project operations by offering alternative approaches, utilizing knowledge of structural engineering concepts including use of optimal construction materials.

Promoted on-time and within-budget project completions by maximizing skills and capabilities of construction staff and liasoning effectively with owners / clients to minimize miscommunication and problems.

*Project Manager, KPFF Structural Engineers 1993-2000  
Santa Monica, CA*

Specialized in design of healthcare facilities for new construction and retrofitting supervision for existing facilities during renovations and upgrades, meeting all building code requirements.

# GMEP ENGINEERS INC

## HISTORY OF GMEP ENGINEERS

### *A full service MEP Firm*

We specialize in HVAC, Electrical and Plumbing engineering for commercial, multi-family residential and industrial projects. We provide energy analysis (title 24 in California), photometric analysis, programming, master planning, schematic design, BIM modeling, construction documentation and construction administrative phase services. We assist project teams with feasibility studies, sustainable design options and LEED/ commissioning support

### *A wide range of project expertise*

We have designed buildings for new construction and remodeled facilities, including dock, industrial laundry facilities, offices, restaurants, Gyms/Hot Yoga, retails, supermarkets, medical/dental offices, laboratories, education facilities, hotels, resorts, community facilities, gas stations, senior housing, apartments, and multi-family housing, custom homes.

### *A fast growing firm*

We started as a one-man company from scratch in May 2010. After 4 years, we are a consulting firm with over 20 full-time engineers and two branch offices in Lake Forest and Hayward in California respectively. Respecting Clients, Collaborating with project teams and Keeping our commitment compose the soul of our firm, which leads us to grow.

### *Latest industry software*

We currently utilize REVIT MEP and AutoCAD as well as the latest versions of MasterSpec; We utilize RHVAC, Trane Trace, EnergyPro for energy modeling and HVAC load estimation; We use Elite Fire for hydraulic design of fire sprinkler system; We use ANSYS Fluent to simulate air flow and temperature distribution.

### *Authentic client care*

Each member of our team, including engineers, a receptionist, marketing manager/office managers and accounting staffs, is committed to offering the highest level of personal service and technical expertise. Because of our talented and extremely conscientious staff, we conduct detailed project reviews throughout the process to make sure project execution accurately reflect project vision and, therefore, we deliver high quality work. Because of our years' experience working with consultants and we know the way how to work with them find the most economical solution. As our client, you can believe that your best interests will be served.

## DR. GANGYI (GARY) ZHOU PHD, PE *Mechanical and Electrical Engineer*

2102 Business Center Dr., STE 130, Irvine, CA 92612  
(p) 949.209.7164  
(f) 949.253.4691  
gzhou@gmpe.com

## REGISTRATION & CERTIFICATION

Professional Engineer in Mechanical Engineering, License  
ID# M34279, California  
Professional Engineer in Electrical Engineering, License  
ID# E18959, California  
Professional Engineer in Mechanical/Electrical, License  
ID# 022069, Nevada  
Professional Engineer in Mechanical/Electrical, License  
ID# 114123, Texas

## EDUCATION

University of Science and Technology of China (USTC)  
Hefei, China  
BS Engineering Mechanics in applied mechanics 1998  
BE Electrical Engineering in signal processing 1999  
ME Mechanical Engineering in solid mechanics/acoustic/  
vibration control 1999  
PhD Mechanical Engineering in solid mechanics/acoustic/  
vibration control 2002  
ME Electrical Engineering in signal processing 2004

## EXPERTISE HIGHLIGHTS

HVAC, Electrical, Plumbing Design; Wet/Dry Fire Sprinkler  
System Design; PV system design  
Vibration control and Acoustic analysis; environmental  
assessment  
Electro-mechanical system design; machining and finite-  
element analysis  
Radar systems and signal processing

## **FORESIGHT ENGINEERING, INC.**

17621 Irvine Blvd, Suite 210, Tustin, CA 92780  
(p) 714.524.1214  
(f) 714.542.0117

### **REGISTRATION & CERTIFICATION**

Women-Owned Business (WBE) by City of Los Angeles  
Certification # 11724

Small Business (SB) by the Department of General  
Services in the State of California, Certification #  
57309

Women-Owned Business by the California Public Utilities  
Commission, Utility Supplier Diversity Program,  
V.O.N 10BS0013

### **COMPANY PROFILE**

Foresight Engineering, Inc. is an Orange County, California-based company established in 1988, offering civil engineering and land surveying services. Services are provided directly to developers, contractors, architects, public agencies such as school districts, cities and counties, as well as to larger consulting engineering companies.

Our company is well equipped to meet the diverse needs of public and private clients, with proven performance in many areas of expertise, which mainly are:

- Public Works
- Land Surveying
- Construction Support Services
- Airport Improvements
- Land Development for Commercial Industrial and Residential Projects

Foresight Engineering, Inc. maintains progressive aptitude towards new methods, acquiring the most up-to-date survey equipment and computer technology. Our staff is encouraged to pursue continued education in all aspects of civil engineering and land surveying.

### *CIVIL ENGINEERING*

- Grading Plans
- Street Improvement Plans
- Airport Improvement Plans
- Storm Water Pollution Prevention Plans (SWPPP)
- Water Quality Management Plans (WQMP)
- Hydrology Studies and Hydraulic Calculations
- Water and Sewer Plans
- Earthwork Quantities Take Off
- Cost Estimates

### *LAND SURVEYING*

- Boundary Survey and Right-of-Way Surveys
- ALTA Surveys
- Topographic Surveys
- Ground Control for Aerial Surveys
- As-Built Surveys
- Legal Description
- Subdivision Maps (Parcel and Tract Maps)
- Construction Staking

**EXHIBIT C**  
**FEE SCHEDULE**

# CITY OF COSTA MESA: RFP for Medians and Entry Monument Sign

Detailed Fee Schedule of the Proposed Fees -Rev.

TASK	TEAM MEMBER(S)	ASSIGNED PERSONNEL	HOURLY RATE	TOTAL HOURS	FEE	% OF TOTAL	
<b>I. Schematic Design</b>							
	AR	MA	\$150	25			
	AR	KA	\$187	20			
	AR	Staff	\$75	50			
					\$11,240	16%	
<b>II. Design Development</b>							
	AR	MA	\$150	30			
	AR	KA	\$187	10			
	AR	PC	\$144	20			
	AR	Staff	\$75	60			
					\$13,750	20%	
<b>III. Construction Document 70%</b>							
	AR	PC	\$144	30			
	AR	TT	\$90	20			
	AR	MA	\$150	20			
	AR	Staff	\$75	50			
					\$12,870	19%	
<b>IV. Construction Document 90%</b>							
	AR	MA	\$150	10			
	AR	PC	\$144	10			
	AR	TT	\$90	10			
	AR	Staff	\$75	30			
					\$6,090	9%	
<b>III. Construction Document 100%</b>							
	AR	MA	\$150	15			
	AR	TT	\$90	10			
	AR	Staff	\$75.00	20			
					\$4,650	7%	
<b>IV. Construction Phase</b>							
	AR	MA	\$150.00	30			
	AR	Staff	\$75.00	30			
					\$6,750	10%	
<b>Sub Consultants</b>					<b>SUB TOTAL</b>	<b>\$55,350</b>	<b>81%</b>
	MEP Electrical Engineering		GMEP		\$3,000	4%	
	Structural Engineering		3SPE		\$2,500	4%	
	Survey/Civil		FC		\$7,500	11%	
					<b>SUB TOTAL</b>	<b>\$13,000</b>	<b>19%</b>
					<b>TOTAL</b>	<b>\$68,350</b>	<b>100%</b>

LEGEND	
AR	Asakura Robinson Company
MA	Marjaneh Afkhami
KA	Keiji Asakura
PC	Pat Chang
TT	Tri Tran
GMEP	GMEP Engineering
3SPE	3S Prime Engineering Inc
FC	Foresight Company

**EXHIBIT D**  
**PROJECT SCHEDULE**



*Proposed Schedule*

**TEAM**

ARC: Asakura Robinson  
 3SPE: 3S Prime Engineers  
 GMP: GMEP Engineers, Inc  
 FSC: Foresight Company

**KEY DATES**

Kick off Conference 09/17/2014  
 70% Submittal 11/07/2014  
 90% Submittal 01/09/2015  
 Final Submittal 02/06/2015  
 Advertise for Construction 02/09/2015

	LEAD	SUPPORT	MONTH	17-Oct	17-Nov	17-Dec	17-Jan	17-Feb
			17-Sep					
<b>Project Analysis Review</b>								
Meet with City Staff to Define Scope and Objectives	ARC	ALL						
Project Analysis	ARC	ALL						
Perform Field Review and Investigations	ARC	ALL						
Evaluate Existing Conditions	ARC							
Research Existing City Plans and Records	ARC							
Meet with City Staff to Review Findings	ARC	ALL						
<b>Utility Investigation/Coordination/Base Maps</b>								
Identify and Locate All Utilities in Project Area- Prepare Cad Base Maps – Existing site Survey	ARC	FSC						
Notify and Coordinate with Utility Companies	ARC	GMP/ FSC						
Identify and Resolve Potential Interferences	ARC	FSC						
Submit all Utility Correspondence to the City	ARC							
Prepare Cad Base Plans completion	ARC	FSC						
<b>Design</b>								
Concpet plans for all sites	ARC							
Preliminary Probable Cost	ARC							
Concpet plans for all sites	ARC							
Concept plan reviews	ARC							
Design Development plans	ARC							
Design Developement Probable Cost	ARC	ALL						
Design Developement Review	ARC	ALL						



**EXHIBIT E**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2014

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

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

<b>PRODUCER</b> Perricone Insurance Agency, Inc. 6750 West Loop South Suite 1080 Bellaire TX 77401	<b>CONTACT NAME:</b> Amy Beth Kulik <b>PHONE (A/C, No, Ext):</b> 713-669-0234 <b>FAX (A/C, No):</b> 713-669-0206 <b>E-MAIL ADDRESS:</b> amkperr@aol.com																					
<b>INSURED</b> Asakura Robinson Company, LLC 1902 Washington Avenue Suite A Houston TX 77007-6133	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td>United Fire &amp; Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Fire & Casualty Company		INSURER B:	Texas Mutual Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	85317439	06/29/2014	06/29/2015	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	85317439	06/29/2014	06/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	SBP0001239789	06/29/2014	06/29/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Property Policy	N	N	85317439	06/29/2014	06/29/2015	Contents Limit & Deductible Per Policy.	

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Robert E. Perricone
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/11/2013

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

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

<b>PRODUCER</b> Southern Cross-Underwriters Inc. 12667 Silicon Drive San Antonio TX 78249		<b>CONTACT NAME:</b> Nathaniel Breig <b>PHONE (A/C, No, Ext):</b> (210) 561-3015 <b>FAX (A/C, No):</b> 866-822-0810 <b>EMAIL ADDRESS:</b> Nbreig@scui.com	
<b>INSURED</b> Asakura Robinson Company L L C 1902 Washington Avenue Suite A Houston TX 77007		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Insurance Company - Cherry Hill NAIC # 24856 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

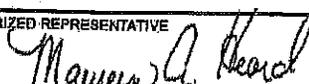
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INBR	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Architects & Engineers			EO000023888-01	11/04/2013	11/04/2014	\$1,000,000 Ea Claim/Policy Agg \$5,000 Ea Claim (per policy terms)

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

**CERTIFICATE HOLDER**      **CANCELLATION**

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

**EXHIBIT F**  
**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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- 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;

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

- 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.