

CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

February 3, 2014

Onward Engineering
Attn: Mr. Majdi Ataya
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805

Dear Mr. Ataya:

RE: Professional Services Agreement

Enclosed, for your records, is a fully executed copy of the agreement between the City of Costa Mesa and Onward Engineering, for public works inspection services.

Sincerely,



Brenda Green
City Clerk

Enclosure (1)

**PROFESSIONAL SERVICES AGREEMENT
FOR PUBLIC WORKS INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this 7th day of January, 2014 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ONWARD ENGINEERING., a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide public works inspection services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered

against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall in no case exceed One-Hundred Ninety-Two Thousand Four-Hundred Dollars (\$192,400.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

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 January 7th, 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 as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. 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 and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his 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:

Onward Engineering
300 S. Harbor Blvd. Ste 814
Anaheim, CA 92805
Tel: 714-553-3050
Fax: 714-948-8978
Attn: Majdi Ataya, P.E.

IF TO CITY:

City of Costa Mesa, Public
Services
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5032
Fax: 714-754-5028
Attn: Raja Sethuraman

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

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

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

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

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

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.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be

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

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

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

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

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

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

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

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

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

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

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

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Redacted]

Mayor of City of Costa Mesa

Date: 1/9/14

[Redacted]

Public Services Director

Date: 1.3.14

CONSULTANT

[Redacted]

Signature

Date: 12/23/13

MAJDI ATAYA, PRESIDENT

Name and Title

[Redacted]

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Redacted]

City Attorney

Date: 01/06/14

APPROVED AS TO INSURANCE:

[Redacted]

Risk Management

Date: 12/27/13

APPROVED AS TO CONTENT:

[Redacted]

Project Manager

Date: 12/30/13

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

November 12, 2013

Interested Consultants

SUBJECT: REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES

Dear Consultant:

The City of Costa Mesa is requesting proposals to provide Construction Management and Inspection Support Services for the Harbor Boulevard – Adams Avenue Project. Details of the project as well as layout sheets are provided with the attached Scope of Services.

Project Schedule and Milestones

The Project construction contract was awarded to All American Asphalt on November 5, 2013; however, the work is expected to start in January 2014. It is expected that the Construction Management contract would be awarded on January 7, 2014. The Consultant is expected to initiate work soon after the award of the contract. The Consultant shall provide a detailed schedule for the implementation of the Project based on information received from the City, within seven (7) days of contract award. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the completion of the Project.

Content of Proposal

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

- A. A brief review of the project and work plan containing any suggestions you might have to expedite the project or special concerns that the City should be advised of.
- B. A detailed schedule indicating stages of work and time frames.
- C. An organization chart and staffing plan including identifying personnel who will perform work on this project; a brief resume on each individual (two pages max per person) and recent projects they have worked on of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
- D. A listing of similar improvement projects that your firm has completed within the last five (5) years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.

- E. Comply with consultant agreement requirements.
- F. Submittal of **Five (5)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon low fees. It is desired that fees be submitted separately. The fee schedule should show the hourly costs of personnel per task, with a not-to-exceed amount. The consultant's cost proposal for the prime and subcontractors must contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

Note: Ten percent (10%) of the total contract fee will be withheld until the Project is complete and accepted by the City.

Evaluation Criteria

- A. Qualification of the Firm – Technical experience in performing work of a closely similar nature, record of completing work on schedule; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors, if any; and assessment by client references.
- B. Management Approach – Qualification of key project staff, particularly the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions of changes in key personnel; and approach taken for quality and budget control.
- C. Work Plan – Depth of consultant's understanding of City requirements and overall quality of work plan; logic clarity and specificity of work plan and variances proposed to the work plan; and utility of technical or procedural innovations.
- D. Miscellaneous – Acceptability of exceptions and deviations, if any; completeness of response in accordance with RFP; and other relevant factors not considered elsewhere.

After review of the proposals received, the City will conduct interviews with short-listed firms. The selected firm will be recommended to City Council for formal approval.

Contract Changes

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

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written

November 12, 2013

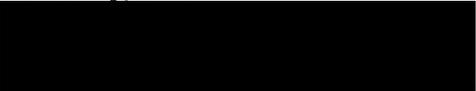
Page 3

contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in this project, please submit the proposal to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, **on or before 5:00 p.m., December 6, 2013.**

If additional information is required, please contact me at (714) 754-5032.

Sincerely,



RAJA SETHURAMAN, Manager
Transportation Services

Attachments: Scope of Work
City Standard Agreement

c Ernesto Munoz, Public Services Director
Fariba Fazeli, City Engineer
Tom Banks, Senior Engineer

SCOPE OF SERVICES FOR HARBOR BOULEVARD – ADAMS AVENUE IMPROVEMENT PROJECT CONSTRUCTION MANAGEMENT

I. INTRODUCTION AND PURPOSE

The City of Costa Mesa is seeking proposals and statements of qualifications for construction management services for the Harbor Boulevard – Adams Avenue Improvement Project. These services generally include inspection, contract administration, soils and material testing, and other services as outlined in this scope of work. The selected engineering firm (Consultant) will designate an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. The Resident Engineer shall be responsible for all matters related to the Consultant's personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. The Consultant shall provide a certified laboratory for soil and material testing services. Additional inspection personnel shall be full time and/or on an as-needed basis and provide assistance to and work under the direction of the Resident Engineer.

II. PROJECT DESCRIPTION

The project consists of constructing roadway and streetscape improvements at and in the vicinity of the Harbor Boulevard – Adams Avenue intersection as defined by the attached plans and Proposal Bid Item Schedule. Harbor Boulevard and Adams Avenue are both classified as Major Arterials in the City of Costa Mesa. Pursuant to the approved Transportation Management Plan (TMP) and traffic control plans, all major roadway construction work is scheduled during night periods between 10:00 p.m. and 6:00 a.m. to minimize traffic impacts to these heavily traveled corridors. The estimated construction cost is \$2,800,000.

Project components include:

- ❖ addition of a third eastbound left-turn lane;
- ❖ a second southbound right-turn lane;
- ❖ extension of the northbound left-turn lanes;
- ❖ relocation of the existing northbound bus stop on Harbor Boulevard north of the intersection; and
- ❖ aesthetic improvements including decorative crosswalks and sidewalks.

These improvements will require widening at all four (4) corners of the intersection and extensive modifications to the existing traffic signal.

Funding for the Harbor Boulevard – Adams Avenue Project is from Orange County Transportation Authority (OCTA) Regional Capacity Program (RCP) and State of California State and Local Private Partnership (SLPP) grants, and other local sources.

III. SCOPE OF SERVICES

Construction work is anticipated to begin in January 2014 and extend for 180 working days. Even though the management of the project is being performed by the consultant, the final number of personnel and exact duration of assignments may be adjusted by the City prior to executing the contract and the notice to proceed. Authorization of a Construction Management contract is exclusively at the discretion of the City and contingent on funding availability. Consultant personnel shall be available within two (2) days of written notification by City (notice to be issued on January 7, 2014), and be available for up to a maximum of six (6) weeks after City's acceptance of the construction project.

It is imperative that the selected Consultant personnel have extensive roadway and streetscape engineering and construction management experience. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor

compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, quality assurance materials testing, drawing submittal review and approval coordination, project records, and preparing project close-out documents.

The Consultant shall provide complete technical and administrative services to ensure successful project completion on time and under budget, and provide coordination oversight for all activities taken by outside entities in connection with the project including utility companies, OCTA, and adjacent business owners. The Consultant shall maintain a close liaison with the City's Project Manager.

The minimum qualifications for the position of Resident Engineer shall be as follows:

- a) Four years of project management experience on similar public works construction projects.
- b) Licensed Civil Engineer in the State of California.
- c) Ability to use typical computer programs such as Microsoft WORD, EXCEL, and PROJECT.
- d) Accessible to the City at all times during working hours.
- e) In-depth experience in complying with State contract administration records and report requirements.

The minimum qualifications for the position of Construction Inspector shall be as follows:

- a) Four years of construction inspection experience on similar highway projects.
- b) Knowledge of construction practices, physical characteristics and properties of highway construction materials, and methods and equipment for physical testing of construction materials.
- c) Ability to work independently.
- d) Ability to use typical computer programs such as Microsoft Word and Excel.

The City's Project Manager will administer the Consultant contract and provide general direction to the Consultant. Resumes of personnel shall be submitted to City for review and approval prior to assignment to a task. The City and the Consultant will have the responsibility of determining the quality and quantity of work performed by the Consultant's employees. If, at any time, the level of performance is below expectations, the City may release the Consultant's personnel and request another person be assigned as needed.

When an employee is on leave or absent, the Consultant shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

The typical workday includes all hours worked by the construction contractor, generally between 9:00 p.m. and 6:00 a.m. weeknights; however, work may be performed during the daytime where lane closures may not be required and the hours worked may exceed 40 hours per week. If ordered by the City, overtime for the Consultant's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant services for inspection shall not be provided unless authorized by the Project Manager. The City's Project Manager will provide 8 hours advance notice if Consultant services are not required.

All personnel shall be knowledgeable of and comply with all applicable local regulations. The Consultant shall cooperate and consult with City officials during the course of the contract, and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. The Consultant's personnel shall keep records and document work in accordance with standard construction practices.

General duties provided by the Consultant shall include:

- Performing the duties of construction inspection and field engineering/testing including: grading, demolition, paving and subgrade inspection, electrical inspection, drainage, signing and striping inspection, landscaping inspection, quantity calculations, checking grade and alignment, construction traffic control, materials sampling and testing, and ensuring compliance with project plans and specifications.

- Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City. Analyze the plans and specifications for possible errors and deficiencies and report such findings to the City.
- Maintain an awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and project personnel.
- Maintain continuous communications with the field personnel, construction administration and City staff, and with project neighbors to resolve community project problems and to advise them of work conditions affecting businesses and the neighborhood.
- Prepare calculations, records, reports, and correspondence related to project activities. Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions, and preparation of "As-Built" plans.
- If the City determines that changes are necessary, the Consultant's personnel shall prepare Change Orders in accordance with City procedures.
- Perform required field tests and compliance testing such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests.
- Prepare claims reports and be available for any claims settlement meetings.
- Process monthly progress payment reimbursement requests for Federal portions of work.
- Review contractor's CPM schedule and construction staging plans, and issue comments. Recommend recovery schedules when needed.
- Oversee Contractor's Storm Water Pollution Prevention (SWPP) responsibilities.

Tasks to be provided by the Consultant shall include, but not be limited to:

A. Initial-Construction Phase

- Conduct a review of construction PS&E to become familiar with the project, and comment on potential constructability issues.
- Initiate project control system.
- Review project storm water control plans.
- Assist in implementing public relations outreach plan.
- Review and comment on Contractor's submitted Schedule of Work.
- Review Contractor's notifications to utilities and proposed scheduling with utilities.
- Review and coordinate analysis of Contractor's submittals with the Project Manager.
- Conduct pre-construction conference.

B. Construction Phase - Provide all construction management services including:

- Responsible for all compliance inspections.
- Provide inspectors for on-the-job continuous inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and ensure that provisions of the contract documents are being fulfilled:
 - Prepare daily inspection reports documenting observed construction activities.
 - Take and maintain digital photographs providing documentation of construction activities; bind, label, and date photographs.
 - Prepare field blue-line set of drawings to incorporate the Contractor record drawing markups.
 - Assist in monthly progress payment recommendations by making measurements of bid items.
- Conduct weekly project meetings at the initial phase of construction that may be changed to bi-weekly meetings towards the end of the project; prepare minutes and distribute to designated parties.
- Monitor project budget, purchases, and payments.
- Review the updated construction schedules and maintain records.
- Establish and process job control documents including:
 - daily inspection diaries.
 - weekly and/or bi-weekly progress reports
 - monthly construction payments
 - requests for information
 - material receipts

- weigh certificates
 - material submittals
 - weekly statements of working days
 - construction change orders
 - review of certified payroll records and labor compliance documents
 - Review of schedule updates:
 - Compare work progress with planned schedule and notify the Construction Contractor of project slippage. Review the Contractor's plan to get back on schedule.
 - Obtain weekly updates from the Contractor on the construction schedule incorporating actual progress, weather delays, and change order impacts.
 - Analyze the schedule to determine the impact of weather, unforeseen conditions, and extra work.
 - Assist City's Project Manager to negotiate time extensions due to change orders or other delays.
 - At the end of each month, submit to Project Manager a progress report based on actual work accomplished consisting of a written narrative describing the overall progress, significant problems, proposed corrective action, and status of major changes. Progress payments shall be based on substantiated (earned value) reporting.
 - Assist City's Project Manager in negotiation of change orders:
 - Perform quantity and cost analysis as required for negotiation of change orders.
 - Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 - Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.
 - Review, comment, and facilitate responses to Requests For Information:
 - Prepare responses to RFI-related construction issues.
 - Transmit product and design-related RFI's to the City's Project Manager for approval.
 - Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFI's.
 - Evaluate cost reduction incentive proposals and provide recommendations to the Project Manager for acceptance or denial.
 - Monitor and enforce Construction Contractor's compliance with water quality control plans.
 - Identify actual and potential problems associated with the construction project and consult with the Project Manager and the design engineer.
 - Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
 - Facilitate any necessary utility coordination with all utility companies and the Construction Contractor. Coordinate, schedule, implement, and monitor utility relocations.
 - Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor, and process payments through the Project Manager.
- C. Quality Assurance - The Consultant shall enforce the quality assurance plan, in conformance with the plans and specifications.
- Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents, including source inspections and materials acceptance.
 - CONSULTANT shall provide certified laboratory facilities to perform soils and materials testing services on an as needed basis. CONSULTANT shall provide appropriate material testing personnel with "Certificate of Proficiency in Construction Materials Testing." Under the direction of Resident Engineer, appropriate material testing personnel shall perform field-testing of materials to achieve compliance with the Contract Specifications.
 - Exhibit A lists the normal laboratory tests required for a typical project.
 - The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 30 miles from the project.
 - Testing shall be performed in accordance with the California Test Methods as specified in the Caltrans "Manual of Testing" and shall meet the latest requirements of ASTM.

- Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards and must be Caltrans certified and approved.
 - The laboratory shall participate in the AASHTO Materials Reference Laboratory (AMRL) or Cement or Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to the City.
 - The Laboratory shall participate in Caltrans' Reference Sample Program as appropriate.
 - The Laboratory shall have a quality control plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory. A copy of the Quality Control Plan shall be provided to the City Project Manager.
 - The Laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration, and tolerances). A copy of the initial inventory shall be provided to the City at the beginning of the project. Throughout the duration of the project, the laboratory shall make the updated inventory available for review by the City upon request.
 - The Laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of reference material, standards, and test methods.
 - The CONSULTANT and the Laboratory shall be responsible for all soils and materials testing performed for the project including source testing if required. Records and laboratory reports shall include all pertinent information and be presented legibly on City-approved forms.
 - The CONSULTANT shall oversee the Contractor's compliance with Caltrans Materials Engineering and Testing Services (METS) procedures and certifications for traffic signal pole and sign manufacturing inspections.
- D. Community Coordination - The Consultant shall be responsible for overseeing construction coordination with the business community in the project vicinity. It is imperative that the Consultant carefully coordinate all construction activities between the Contractor and businesses affected to eliminate any impacts to commercial centers. Community coordination work shall include:
- Serve as primary contact and authority on all construction activities to the adjacent business community.
 - Compile a file on all queries and discussions with the business community, identifying the business and contact name, phone number, address, the nature and date of the discussion, and any action taken.
 - Review Contractor's construction "Public Notices" relative to dates, times, and type of work proposed, to avoid business impacts. Assure Contractor releases notices to each building unit and property owner within and in proximity to the work area, and well in advance of work.
 - Closely monitor daily construction activities and provisions to assure no business impacts occur.
 - On work focused in specific areas, coordinate with the Contractor to release focused Public Notices as they pertain to each business.
 - Assure safe and acceptable access provisions are maintained throughout the project during all open business hours, without exception.
 - Notify the Project Manager immediately of any significant issue.
- E. Traffic Control and Safety - As required to safely complete the required inspection or survey work, the Consultant shall review the Contractor's traffic control, including lane closures, in accordance with the approved traffic management plan and latest edition and revisions of the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones and requirements herein.
- The Consultant shall conform to State and Federal safety provisions including the Caltrans Construction and Survey Manuals. However, it is understood that the Contractor shall be solely responsible for all construction means, methods, techniques and procedures, and for the adequacy of all safety provisions associated with their work.
 - The Consultant's personnel shall wear white hard hats, OSHA-approved vests, and rubber-soled shoes at all times while working in the field.

- The Consultant shall provide appropriate safety training for all their personnel required to work on and near highways.
- All safety equipment for the Consultant shall be furnished by the Consultant.

F. Post-Construction Phase

- Prepare initial punch list and consolidate comments into final punch list.
- Finalize the bid items, claims, change orders, punch list items, and correct shop drawings.
- Oversee completion of record drawings.
- Prepare Report of Expenditures Checklist including all necessary attachments.
- Transmit all project files and record drawings to Project Manager for archiving.
- Support construction claims analysis and litigation.
- Be available for any audits, including City internal audits.

G. Miscellaneous Equipment, Vehicles, and Tools – The Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely, including:

- One vehicle (truck) for each inspector. Vehicles shall be equipped with internally controllable affixed and OSHA certified amber flashing lights, fire extinguishers, spare tires, and lockable toolboxes if they are parked on the roadway. Cars may be utilized if they are not parked within the roadway. All vehicles shall be maintained in good operating condition and appearance.
- City-approved nuclear gauges for inspection personnel to perform soils relative compaction field tests.
- Other field materials such as testing equipment and safety equipment for use by staff on the project.
- All necessary safety equipment required to perform the work efficiently and safely.
- Consultant personnel shall be provided with radios or cellular-equipped vehicles, digital cameras, and personal protective equipment suitable for the location and nature of work involved.

EXHIBIT A

List of normal laboratory tests required by Caltrans for a typical project.

| <u>Test #</u> | <u>Description</u> |
|---------------|-----------------------|
| 202.1 | SA-COARSE AGG |
| 202.2 | SA-FINE AGG |
| 202.3 | SA-EXTRACTED |
| 203 | MECHANICAL ANALYSIS |
| 204 | PLASTICITY INDEX |
| 205 | CRUSHED PARTICLES |
| 206 | SG - COARSE |
| 207 | SG - FINE |
| 208 | APPARENT SG - FINE |
| 211.2 | LA RATTLER |
| 212 | UNIT WEIGHT |
| 213 | ORGANIC IMPURITIES |
| 214 | SOUNDNESS |
| 216 | MAXIMUM DENSITY (CIT) |
| 217 | SAND EQUIVALENT |
| 226 | PERCENT MOISTURE |
| 227 | CLEANNES - COARSE |
| 229.1 | DURABILITY - FINE |
| 229.2 | DURABILITY - COARSE |
| 289 | REACTIVITY |
| 301 | R-VALUE |
| 303 | CKE |
| 303.1 | S-VALUE CONTROL |
| 303.2 | S-VALUE |
| 305 | AC SWELL |
| 307 | MOISTURE VAPOR SUSC |
| 308 | BULK SG - AC |
| 310.1 | EXTRACTION - HOT |
| 310.2 | CALIBRATION CURVE |
| 342 | SKID TESTING |
| 366 | SURFACE ABBRASION |
| 375 | MAX DENSITY |
| 379 | NUCLEAR EXTRACTION |
| 515 | MORTAR STRENGTH |
| 521 | CONCRETE CYLINDERS |
| 531 | PAVEMENT CORING |
| 643.1 | RESISTIVITY - LAB |
| 643.2 | pH - LAB |

EXHIBIT B
RESPONSE and SCOPE OF SERVICES

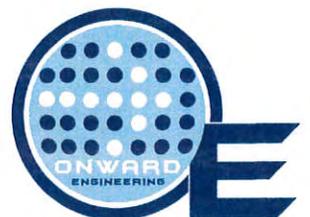
ONWARD ENGINEERING

OE is a world of difference. Let OE exceed your expectations, and set the gold standard.



Onward Engineering Proposal to Provide
Construction Management and Inspection
Support Services on the Harbor Boulevard—
Adams Avenue Project in the City of Costa Mesa

www.oe-eng.com



Raja Sethuraman
Manager Transportation Services
City of Costa Mesa
Transportation Services, 4th Floor
77 Fair Drive
Costa Mesa, CA 92626

December 6, 2013

SUBJECT: Proposal to Provide Construction Management and Inspection Support Services on the Harbor Boulevard—Adams Avenue Project

Onward Engineering (OE) is pleased to submit five copies of our proposal to provide construction management and inspection support services on the Harbor Boulevard and Adams Avenue Intersection Widening and Beautification Project. In preparing this proposal, we focused on four key areas which we feel will give us an edge.

1. **Firm Qualifications:** OE is no stranger to high-profile projects requiring heavy stakeholder coordination. We understand the importance of providing value-added services which don't add to your costs. The most important element on a project like this is a firm that the City can trust—with OE, you can be sure that you will remain our number one priority for the life of this project. You can also be sure that we have the technologies and staff on board to ensure positive public perception of this project. Our firm has completed multiple projects of similar size and complexity. OE prides itself on continuing to exceed the expectations of our clients; this is evident through our track record of completing work on schedule and at a high level of quality.
2. **Staff Qualifications:** A firm is only as good as its staff, and in that regard, OE is truly a notch above the rest. In preparing this proposal, we hand-picked our team to include staff that can be 100% committed to this project. This starts with our proposed Resident Engineer, Patrick Stanton. Pat is a former County of Orange Engineering & Public Works Manager who has been on our team for over 8 years as a Sr. Construction Manager. Pat has over 40 years of experience managing public works projects during design and construction. This includes high-profile complex projects for multiple agencies. Pat's expertise extends to OCTA and Caltrans; he emphasizes document control and cost control. He has successfully gone through multiple Caltrans and internal agency audits. Pat will have the support of an excellent inspection team.

Our inspection team is led by primary Sr. Inspector Vince Mead. Vince is also a former County of Orange Public Works Inspector with over 30 years of experience on huge widening projects. Vince understands the games Contractors play and will remain committed to serving as the City's advocate, ensuring that the Contractor remains on schedule and within budget. This starts and ends with detailed reporting and a trained eye in the field. With all roadway work being done at night, you need an Inspector who can stay focused and aware, to avoid any miscommunication and extra costs. Vince is supported by secondary inspector Carlos Lopez, a former County of Orange Supervising Construction Inspector with over 33 years of experience working on similar projects. Additionally, we have named Joe Provenza as our dedicated traffic signal inspector. Joe has over 40 years of experience including 28 years with Caltrans as the primary traffic signal inspector at District 7.

3. Project Understanding & Work Plan: OE believes in personalization and tailored solutions to fit each project and City's needs. OE and our proposed team have reviewed the City's RFP, project plans, and the job site. We have prepared an understanding and scope which takes no exceptions to the City's proposed scope of work. Our Project Understanding illustrates our familiarity with the project. Additionally, our proposed schedule shows our ability to understand the various components and milestones for this type of project.
4. While we understand that the City is not making the fee a factor in the evaluation, OE is cognizant and aware of the importance of cost-effectiveness. Our fee proposal includes full-burdened rates, which results in virtually no unknowns for the City. Additionally, our billing process is completely transparent, and the City can request billing statements at any time in the billing cycle, to guarantee the budget remains intact and allow the City to track the progression of completion at any phase of the project. Also, we have included many value-added services at no additional charge to the City. These value added services help in the dissemination of information, stakeholder coordination, and provide City access to the project in real time.

We are excited to embark on the possibility of working with the City once again. Since your last experience with OE, we have incorporated more techniques to create an even better experience for Costa Mesa residents, City staff, visitors, and businesses. We have taken our research and observations and implemented them into a personalized proposal aimed to preserve what you value most; the community, quality work, flexibility, and transparency. At OE, we live to serve, and we are committed to excellence.

Additionally, our team is extremely responsive; the lines of communication will remain open throughout each project phase. We guarantee the team we propose will in fact be the team you get. Having a consistent team assigned to each project ensures a personable and professional relationship. We do not over-allocate our staff, because we believe in making your projects our priority; this means for the life of the project, our resources are allocated appropriately.

I will act as the Principal-In-Charge for this contract and the individual responsible for entering OE into agreement with the City of Costa Mesa. My time in public works as a former City Engineer and Deputy Director of Public Works means I know what public sector clients want. I will diligently act as your advocate and as an extension of your staff. I attest that all information submitted in this proposal is true and correct.

Our greatest effort goes into the quality of the projects we deliver. We make sure our deliverables surpass the level of quality required of industry and expected by you. Onward Engineering thanks the City of Costa Mesa for the opportunity to submit this proposal. If you have any questions or require additional information, please feel free to contact me at any time on my mobile phone at (714) 457-2994 or by email at mataya@oe-eng.com.

Thank you,

Majdi Ataya, PE
President

Table of Contents

| | |
|---|-----------|
| Section A: Firm Profile & Introduction | 1 |
| Who We Are | 1 |
| The OE Difference..... | 1 |
| Value Added Services..... | 2 |
| Section B: Project Approach & Understanding | 3 |
| Project Understanding..... | 3 |
| Critical Issues..... | 5 |
| Section C: Scope of Work & Project Work Plan | 8 |
| Scope of Work | 8 |
| Section D: Project Schedule | 14 |
| Section E: Project Staffing & Resumes | 16 |
| Organizational Chart | 16 |
| Resumes | 17 |
| Section F: OE Firm Qualifications | 24 |
| Firm Experience | 24 |
| References | 29 |
| Section G: Insurance Compliance | 30 |



FIRM PROFILE & INTRODUCTION

Who we are

“Our mission is to provide the very best engineering and construction management services to public agencies by being a leader in innovation, efficiency, quality, and customer service; in doing so, we wish to improve the quality of life in the communities we serve.”

Type of Corporation: “C” Corporation

Year Founded: 2004

Number of Employees: 20

Office Locations: 300 S. Harbor Blvd., Suite 814, Anaheim, CA 92805 (2,000 square feet)

Services Offered: Construction Management, Inspection, Project Management, Design Engineering
Plan-Checking, Staff Augmentation

The OE Difference

Onward Engineering (OE) is a firm committed to client satisfaction and personalized solutions. Our approach to preparing this proposal was to first become familiar with the project site, projected scope, and the City’s vision. OE has visited the project limits to conduct a preliminary field investigation, carefully reviewed the City’s RFP, and hand-picked our team and sub-consultant. This allows us to present a carefully constructed approach and scope, realistic schedule, and an inclusive and fine-tuned fee.

The level of detail we put into our proposal is a sampling of the quality the City of Costa Mesa will get from our team upon selection. The OE difference is in our commitment to the future of your City, our dedication to open lines of communication, and our promise to act as the City’s advocate when interfacing with various stakeholders. In summation, the OE difference is in the OE mentality that quality can be attained without sacrificing cost-effectiveness; and by implementing a customized solution to fit your specific needs.

We understand that every project requires a unique approach. High-profile projects require a construction management and inspection team that will make the City a priority. OE is that firm, and our team will remain committed to the City for the life of the project. These types of projects are our bread-and-butter. We understand how to leverage our team’s experience and new technologies to deliver success on this project. The goal is to advocate the City’s best interest, to remain on top of the Contractor to guarantee that the City remains protected at all times and that the project proceeds on time, within budget, and in compliance with the contract documents. Our dedication to this approach has made us the consultant of choice for Cities like Irvine, Brea, Placentia, Diamond Bar, and La Habra Heights to name a few. Additionally, we are lauded for the quality of our Construction Management and Inspection staff by the County of Orange and for our attention to detail by OCTA—both of whom continue to rely on us to provide them with our consulting services during design and construction.

Value Added Services

OE utilizes highly trained staff and promises to provide ingenuity in its engineering solutions. We believe it is imperative to provide the highest achievable quality of services from the proposal phase to project completion. To contribute to accomplishing our goals, OE has acquired invigorating resident engineers, detail oriented construction inspectors, and a qualified sub-consultant. As a firm, we also believe in offering clients' beneficial tools and resources which make their experience with OE remarkable and one of a kind. A partial list of innovative services we provide as a value added service without an additional charge include:

- 1. Project Hotlines:** OE establishes project hotlines to provide businesses, residents, and City staff 24/7 access to project personnel. This number can be used for general distribution. Callers will be greeted by a short, pre-recorded introduction requesting they dial an extension to gain insightful project information (street closures, schedule changes, street parking, etc.) prior to routing them to a specific project staff member. All calls are addressed by an actual person. This system is completely customizable and can change throughout the course of the project (contact person, disseminated information, etc. can be altered). This means that residents, businesses, visitors, and the like all stay informed over the course of the project. It is our belief that an informed public is a happy public.
- 2. Box Enterprise for Document Control:** OE has an efficient document filing system comprised of all documents and folders to ensure proper documentation. We map all of the city's standards, folder structure, and document formats to our cloud-based Box Enterprise account for implementation and to ensure transparency. This account allows secure, remote access and review of our entire filing system by the City of Costa Mesa to ascertain documentation and filing is done in compliance with project requirements. Each Costa Mesa staff member associated to a project can select a password allowing access to view, upload, or download project files such as daily reports, status reports, photo diaries, project schedules, and even billing information; without affecting the City's existing IT framework. Additionally, this flexibility allows the City of Costa Mesa access to project files anywhere at any time, and the City can provide access to select files (i.e. photos, diagrams) to City Council and media outlets. Our objective is to always keep the City abreast of the project.
- 3. Project Maps:** OE has the tools to build complex and dynamic maps for online access via computer or mobile device. These maps can include project information important to affected stakeholders and residents. Maps can be updated in real-time to keep the public informed. Phasing, detours, temporary parking, street closures, and basic project limit information can be depicted. Divulging pertinent details allows residents, visitors, and businesses the necessary resources to function as close to normal during construction; while decreasing frustrations, confusions, and stress sometimes associated with construction. Preserving quality of life is of high importance.
- 4. Resource Allocation & Billing:** OE thrives to be transparent and maintain integrity. We use BillQuick software to prepare invoices and report to the City, our billing system is all about transparency. This technology allows the City to request OE send billing statements at any time in the billing cycle, to guarantee the budget remains intact and allow the City to track the progression of completion at any phase of the project.

B

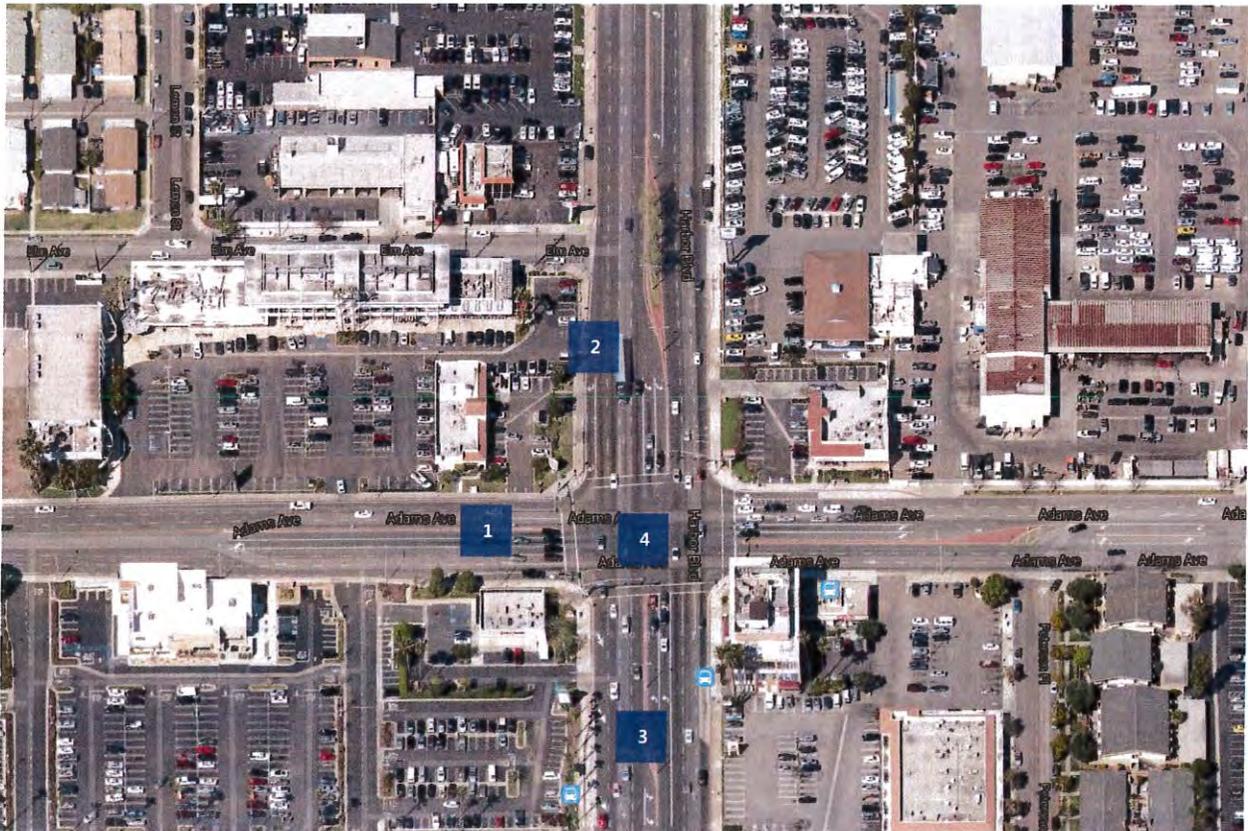
SECTION

PROJECT APPROACH & UNDERSTANDING

Project Understanding

The City of Costa Mesa is requesting a team that can provide construction management and inspection services on the Harbor Boulevard—Adams Avenue Improvement Project. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue—Gisler Avenue Bridge over the Santa Ana River. The construction of this project was awarded to All American Asphalt on November 5, 2013 in the amount of \$2,737,737 dollars. Funding for this project is through Measure M2, State-Local Partnership Program (SLPP), and Traffic Impact Fee funds. The work is intended to begin in January and last 180 working days.

Harbor Boulevard and Adams Avenue are heavily travelled arterials providing access to multiple business and shopping centers, (most notably the Mesa Verde Shopping Center) as well as providing to-and-from access for students attending Orange Coast College. OE understands the high-profile nature of this project, and the type of proactive project management and coordination that will be essential to delivering success.





Adams Avenue eastbound is a major arterial with two through lanes, one dedicated right-turn lane, and two dedicated left-turn lanes. This project intends to add a third dedicated left-turn lane—resulting in minor street widening with major widening along the southerly side of Adams Avenue near the intersection approach. East-west traffic is separated by a hardscaped curb median.



Harbor Boulevard southbound is four through-lanes, two dedicated left-turn lanes, and one right-turn lane. This project adds a second dedicated right-turn lane (on Adams). This will result in widening along the westerly side of Harbor Boulevard near the intersection approach. A landscaped/hardscaped median exists on Harbor Boulevard.



Harbor Boulevard northbound includes three through-lanes with two dedicated left-turn lanes. This project intends to extend the northbound left-turn lanes due to heavy turning movement. Left-turn lanes northbound sit against a meandering hardscaped median. An existing raised median north of Verde Drive will be reconstructed to allow left turn movement into the shopping center. This project also intends to relocate the bus stop shown in the picture above to far side of the Harbor Boulevard—Adams Avenue intersection. This Bus Stop belongs to OCTA and serves Route 43.



This project also include decorative crosswalks at the Harbor Boulevard—Adams Avenue intersection, traffic signal modifications, decorative crosswalks and sidewalks, median alterations, landscaping, and a general grind and overlay of the roadway. The work involves widening all four corners of the intersection, requiring extensive traffic signal modifications. Major roadway work will be done at night (between 10:00 pm and 6:00 am and in compliance with the City approve Traffic Management Plan (TMP) and traffic control plans. This project requires the Contractor to relocate water meters and intercept and extend existing fire hydrant lateral and relocate assembly. This will require testing & coordination with the Fire Dept.

Critical Issues

Issue: Expedited Construction

The specifications call for a 90 working day construction duration. This project must be completed before the OC Fair in July. With the great impact to businesses, time will be of the essence on this project. OE has reviewed the project plans and City requirements and we believe that construction can be expedited. Timely delivery of the traffic signal poles will be critical.

In order to expedite the construction we would want to see the Contractor doing daytime work outside the roadway, meaning behind the curb. The Contractor can work on items in the parkway and on items related to the widening. The existing curb and gutter will remain in place until the widened portion is completed, this strategy will not affect daytime traffic. When the widening is built out, the Contractor can begin doing the nighttime work by removing the existing curb and gutter and joining to the newly widened roadway section.

Issue: Business Signage

This project proposes relocating four business signs. The relocation of business sign structures is going to be a big deal for the businesses; they'll want to see where their signs are going to be relocated to and what will happen in the interim. If this work item is not addressed properly, huge problems and conflict could ensue between the City and businesses.

The relocation of the business signs will require a lot of careful coordination between the business owners, Contractor, and the City. OE proposes to address this issue at the beginning of the project and get a buyoff early in the project to avoid construction delays. The bid item price for the relocation of the signs is unbalanced in regards to the work required by the contract documents. There is a potential costs savings if the work is re-negotiated to reflect actual work required in the field.

Issue: Stakeholder Coordination

The construction of this project presents some unique issues and obstacles when it comes to stakeholder coordination. Ineffective communication will breed a negative perception of this project, headaches for the City, and unhappy constituents. Additionally, a project of this magnitude requires a forum for stakeholders to go to with any questions or concerns. Absence of a forum leads to an inaccurate understanding of the project.

Solution: A brief review of the project site indicates that the Segerstrom Senior Housing Development is taking place concurrently; therefore, their improvement in the public right-of-way needs to be coordinated. OE understands the importance of good communication with the affected community. Our team has put in place three mediums for stakeholders to utilize during the course of this project. These mediums allow stakeholders to understand this project and to ensure that this project has a positive public perception. OE will utilize a project hotline dedicated to this project. The project hotline is described in the Value Added Section of this proposal. Essentially, this hotline will provide callers with important project information, including detours and any temporary closures. The hotline also dials the proper personnel depending on the time of the day. Since this project will include night work and traffic signal inspection, the hotline can be programmed quickly to dial a set of personnel in a specific order to ensure that the caller is addressed by a live person. Second, OE will

utilize live dynamic maps which can be updated in real time to reflect project status, closures, and detours. This dynamic map can be accessed through any browser by clicking on a link. We can include this link along with the hotline information on public notices. Additionally, OE utilizes Box Enterprise for document management. This system allows the City to access the project files in real time and to easily share certain files with stakeholders (like project photos with the local media and stakeholders).

Issue: Traffic Signal Modifications

The widening the intersection of Adams Avenue and Harbor Boulevard will require traffic signal modification and relocation. Without a trained set of eyes on the jobsite during those relocations, the probability for error is greatly increased. The traffic signal work on this project is a key to the overall success of this project and to the seamless completion of construction and full opening and operation of the intersection.

Electrical Work

This project also includes electrical work, which was part of the bid package, and the electrical plans show what the contractor has to do. All American Asphalt is proposing to do all that work themselves without using any electrical subcontractors. So we'll have to closely monitor to make sure that All American Asphalt complies with its contractual obligation.

Solution: OE has a large stable of construction inspectors with a great deal of experience. OE has proposed Joe Provenza as our dedicated traffic signal inspector on this project. Joe has over 28 years of Caltrans traffic signal operations experience. He also helped develop Caltrans intersection and interconnect systems hardware and software. Joe Provenza is an excellent asset to the City on this project during traffic signal operations. Additionally, our staff will carefully monitor All American Asphalt to ensure that they comply with their contractual obligations especially as they pertain to the electrical work.

Issue: Decorative Crosswalk & Sidewalk and ADA Compliance

Our experience has shown us that decorative/aesthetic improvements are usually met with a variety of opinions. Additionally, the Contractor often does not believe that the aesthetic aspect of a project is important. This can result in issues throughout the project with stakeholders and on the backend with the Contractor. At the northwest corner next to Habit Burger there is an above grade Edison structure, which we'll need to monitor closely and make sure the end result is ADA compliant.

Solution: OE understands that working towards the City's goals entails paying attention to all details to guarantee that the City's intended aesthetic is met. OE will push for early Contractor submittal of aesthetic products/materials/samples. By doing this early on, we avoid running into issues with supply and Contractor misunderstandings during scheduled installation time periods.

Issue: Night Work

Road work on this project will be performed at night (between 10 pm and 6 am). This often causes issues for stakeholders who find things different in the morning from the way they were when they left the night before. This is especially true for businesses. Additionally, night work is more susceptible to breakdowns in communication between Contractor, businesses, the City, and OE staff.

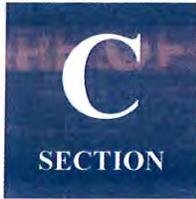
Solution: OE has provided construction management and inspection services on multiple projects requiring night work and 24/7 construction. Using remote workstations, inspectors can upload images, daily reports, and field directives on the spot. This means that the City can gain great understanding of the project with just a few clicks. Additionally, our RE and Inspector have worked together; this familiarity provides a seamless progression and continuity that will be key to managing the work of the Contractor. Our team understands the construction industry, and we know how to keep the Contractor in check. We have also proposed two inspectors on this project, to give the City peace of mind that our staff can provide multiple inspectors when the schedule and workload calls for it.

Issue: Quality Control

We have provided construction management and inspection service on many high-profile projects. We understand that success comes through a solid QA/QC Plan that is implemented from the onset of the project. A system that is written on the fly results in schedule delays, cost overruns, and poor quality. OE has on file, and implements a detailed QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm.

Solution: OE will monitor the contractor's quality control program and will provide quality assurance and inspections to verify the accuracy and compliance of the work. Reports will be kept to track items such as tests performed, samples taken, non-compliance reports, and inspection and testing costs associated with non-compliant work, and submittals. OE has already reviewed the plans for this project to give us a lead on understanding the project. Our resident engineer and inspectors will review the contractor's weekly and daily schedules before work begins each day and will closely coordinate with the Contractor to establish an understanding of the critical activities and work to be inspected.

Our resident engineer brings considerable experience keeping projects on track — experience gained on some of the largest public works construction projects in Southern California. Our resident engineer, Pat Stanton, believes it is imperative that he have a full understanding of the timeline of the project — from beginning to end. He has personally built CPM schedules and handled the monthly updates with the responsible agencies. Pat will hold a monthly meeting with the contractor to discuss the current status of the schedule and identify any potential roadblocks or challenges. Pat will review each monthly update promptly and provide review comments or acceptance after receipt of the submittal from the Contractor.



SCOPE OF WORK & PROJECT WORK PLAN

Scope of Work

Pre-Construction Phase

| | | |
|------------|---|---|
| RE | Review PS&E to become familiar with the project. Will also review project storm water control plans. Initiation of project control system at this phase as well as reviewing and commenting on Contractor's preliminary schedule, submittals, and notifications to utilities. Arrange/conduct pre-construction meetings, answer questions from the City and businesses. | <p>Benefits: Allows our team to convey all project specific information and key items. Allows our team to gain a solid understanding of the project requirements and City goals.</p> <p>Deliverables: Meeting agenda, notices, and minutes.</p> |
| IOR | Will review PS&E and become familiar with the Contractor's preliminary schedule while making suggestions to the Resident Engineer. Will also attend pre-construction meeting and answer questions as necessary. | |

RFI Coordination

| | | |
|------------|--|--|
| RE | Review RFI's, samples, shop drawings, and coordinate with project designer for interpretation or clarification. Will also conduct meetings with the Contractor to discuss and resolve any RFIs | <p>Benefits: Quick and accurate responses to Contractor to minimize delays.</p> <p>Deliverables: Assist in RFI review.</p> |
| IOR | Provide assistance for background, clarifications, provide field information for necessary RFI information | |

Submittal Review

| | | |
|------------|--|---|
| RE | Process/track RFI's, submittals, shop drawings, change orders, revisions, review estimates for reasonableness and cost effectiveness | <p>Benefits: Ensures all contractor materials, methods and notices are in compliance with PS&E</p> <p>Deliverables: Daily submittal review notes, stamped approved submittals, recommendations.</p> |
| IOR | File approved submittals in inspector's files during construction, ensure material compliance, and prepare/transmit contractor's correspondence. | |

Weekly Progress Meetings (Bi-Weekly)

| | | |
|------------|---|---|
| RE | Schedule/conduct weekly progress and dispute resolution meetings as necessary to discuss contract issues, procedures, progress, problems, CCOs, submittals, RFIs, deficiencies and schedules. These meetings will be conducted weekly at the initial stages of construction and then may transition to bi-weekly. | <p>Benefits: Allows discussion of milestones and issues to ensure compliance with the City's PS&E.</p> <p>Deliverables: Meeting Agenda, Minutes, and Weekly Statement of Calendar, Working Days Report, and status reports.</p> |
| IOR | Attend weekly and bi-weekly progress meetings to communicate, coordinate and resolve any issues that may arise at the job site. | |

Project Schedule Review

| | | |
|------------|--|---|
| RE | Review schedule updates. Will compare work progress with planned schedule and notify Contractor of any slippages and get Contractor back on schedule. Will obtain weekly updates from Contractor that incorporates progress, weather delays, and CCO impacts. Will assist the City in negotiating time extensions and submit monthly progress reports to the City with a narrative on the progress and complete Earned Value Analysis. | <p>Benefits: Provides a solid baseline schedule for planning and analysis of project during the construction phase.</p> <p>Deliverables: Construction schedule updates.</p> |
| IOR | Review construction progress schedules regularly, verify schedules are on track, identify deviations, and ensure corrective actions are taken to bring project back on schedule. | |

Community Coordination

| | | |
|------------|--|--|
| RE | RE shall serve as primary contact and authority for this task. Respond to questions and concerns of community, and coordinate with IOR to ensure project update signs. Assist City with coordinating services of other consultants. RE will review Public Notices to ensure accuracy and to avoid business impacts. RE will notify the City's Project Manager with any significant issue. RE will work with IOR to compile a log of all queries and discussions with business community. | <p>Benefits: Minimizes construction impact to residents and businesses.</p> <p>Deliverables: Community Coordination Records to include business name, contact, phone number, address, discussion notes including the date of discussion, and any action taken.</p> |
| IOR | Update signs within project limits. Coordinate with contractor safe and acceptable access to adjacent businesses during construction. Coordinate mitigation of construction impacts with all necessary parties. IOR will ensure all Public Notices are distributed to each business affected by the project. | |

Construction Inspection

| | | |
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| RE | Will work closely with the Inspector and review Daily Construction Reports (DCRs) provided by Inspector. | <p>Benefits: Ensures active monitoring and documentation of jobsite and project progress. Also, provides notes on labor, weather, progress, key items, and field observations. Clear documentation of existing condition, progress of construction, and final field conditions.</p> <p>Deliverables: Daily Reports, Weekly Statement of Working Days, Daily Photo Diary, Raw image files & video.</p> |
| IOR | Will provide continuous inspections so project is constructed according to specifications. In anticipation of night time work, OE will provide two inspectors to be utilized when night time work is necessary. IOR will also prepare DCRs and WSWD, monitor compliance with City's Construction Demolition & Recycling Ordinance, review soil compaction and materials testing certifications of compliance (COC), and coordinate with City regarding quality of work completed. Take photos and video prior, during, and after construction. IOR will prepare a Daily Photo Diary which will be available with the DCR in real-time to the City. Will prepare field blue-line set of drawings to incorporate Contractor record drawing markups. Additionally, will assist in monthly progress payment recommendations by making measurements of bid items. | |

Traffic Control

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| RE | Will review and make sure traffic control procedures are being implemented in accordance to plans and coordinate with IOR to ensure proper implementation. RE will check to ensure compliance with Caltrans MUTCD and all other requirements. | <p>Benefits: Allows us to maintain safe traffic flows during construction.</p> <p>Deliverables: Traffic Control Notes</p> |
| IOR | Will ensure that all OE personnel are wearing white hard hats, OSHA approved vests, and rubber soled- shoes at all times on the jobsite. All OE personnel assigned to this project have had safety training for work on and near highways. Provide inspection of traffic-related work and installs, monitor traffic control to ensure pedestrian/vehicular safety, minimal disruption, safe access, and traffic control, provide inspection of all traffic-related work. | |

Job Safety Compliance

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| RE | Establish and implement job safety procedures in compliance with CAL-OSHA requirements, and monitor Contractor’s compliance with established safety program per Federal and State requirements. Will also ensure that awareness of safety and health requirements and enforce applicable regulations and contract provisions to ensure protection of the public and project personnel. | <p>Benefits: Ensures a safe and successful construction project from inception to completion. Also, ensure full federal, state and local safety standard compliance.</p> <p>Deliverables: Safety Infraction Reports</p> |
| IOR | Establish and implement job safety procedures in compliance with CAL-OSHA requirements, monitor contractor’s compliance with established safety program, respond to deficiencies and hazards, and investigate, report on accidents, observe construction safety, public safety and convenience, and report discovered problems to City. | |

Change Orders

| | | |
|------------|---|--|
| RE | Establish, implement and coordinate systems for processing all contract change orders. Review and evaluate, via an independent cost estimate, cost proposals submitted by the contractor for all contract change orders. Will negotiate CCO and prepare using City’s standard format and give recommendations to City. Quantity and cost analysis will be performed for negotiation of CCOs. Will also analyze any additional claims and perform claims administration including coordinating, monitoring, logging, and tracking claim status. Will also evaluate cost reduction incentive proposals and provide recommendations to the City. | <p>Benefits: Provides clear documentation review and recommendation for change orders to maximize value of contract.</p> <p>Deliverables: Change Order Notes and Recommendations</p> |
| IOR | Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector. | |

Progress Payments

| | | |
|-----------|--|---|
| RE | Track quantities of work completed for progress payment, develop & implement procedures for review & process of progress payment applications, assist City with review, certification, and process of payments. Will prepare monthly payment requests and negotiate differences with the Contractor as well as process payment through the City of Costa Mesa Project Manager. | <p>Benefits: Provide accurate measurements of work completed by Contractor</p> <p>Deliverables: Ensure accurate records are kept of actual quantities installed, provides back-up for quality and cost of work.</p> |
|-----------|--|---|

Funding Compliance

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| RE | Comply with federal and grant funding requirements and assist in preparing/processing reimbursements | <p>Benefits: Ensure all funding remains available during construction</p> <p>Deliverables: Material Required Grant Forms/Packages and Notes</p> |
| IOR | Monitor federal and state stipulated field conditions for compliance of all necessary grant items | |

Labor Compliance

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|------------|--|--|
| RE | Establish procedures and monitor compliance with Prevailing Wages, and ensure compliance with Federal Labor Laws and the Davis-Bacon Act | <p>Benefits: Ensures full grant funding compliance</p> <p>Deliverables: Contractor Certified Payroll Records, RE Payroll review Notes, Employee Interview Forms, Interview reports</p> |
| IOR | Conduct field construction employee interviews; ensure contractors submit certified payroll reports and that labor/hours reported by Contractor match DCRs. Verify & document job-site posting of wage rate information & labor compliance posters | |

Construction Documentation

| | |
|------------|--|
| RE | RE will establish job control documents including DCRs, weekly and bi-weekly status reports, monthly construction payments, material receipts, weigh certificates, material submittals, weekly statement of working days, construction change orders, and certified payroll records and labor compliance documents. Our Inspector will maintain coordination with the RE for all project records, including but not limited to; DCRs, correspondence, submittals, CCOs, progress payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, and Meeting Minutes, guarantees, certifications, affidavits, leases, easements, deeds, O&M manuals, warranties, and all other necessary documents. This information is made available to the City in real-time using our cloud-based system Box Enterprise. |
| IOR | |

Final Walkthrough & Inspection

| | | |
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| RE | Recommend and conduct final inspection with City staff and project design consultant. | <p>Benefits: Confirmation to all stakeholders of final completion of work.</p> <p>Deliverables: N/A</p> |
| IOR | Conduct final inspection and close-out encroachment and construction permits. | |

As-Built Plans

| | | |
|------------|--|---|
| RE | Maintain "As-Built" Work Records and activities during construction. Transmit Contractor and IOR red-lines for incorporation into As-Built Plans, review plans to ensure accuracy and quality, and deliver as-built & electronic drawings to City. | <p>Benefits: Representation and documentation of field changes made during construction and accurate records.</p> <p>Deliverables: IOR and Contractor Red- Lines, designer coordination records, final as-built documentation</p> |
| IOR | Will review the Contractor's as-builts daily and ensure the Contractor keeps these records up to date throughout construction. Will coordinate preparation and submittal of as-builts. | |

Materials Testing

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|-----------------|--|---|
| COVNERSE | OE has contracted with Converse Consultants to provide materials testing on this project. We have worked with Converse in the past, and are comfortable with their quality. Converse will perform all testing in their certified laboratory. Their laboratory is within the 30 mile limit and all tests will meet ASTM requirements and Caltrans Manual of Testing. We have reviewed the City's requirements for materials testing listed in the RFP (pages 4 and 5) to ensure compliance with all requirements (both equipment and personnel). Additionally, we have reviewed the typical tests included in Exhibit A of the RFP. Converse has reviewed these requirements and used their professional judgment to determine the number and frequency of tests. | <p>Benefits: Representation and documentation of field changes made during construction and accurate records.</p> <p>Deliverables: IOR and Contractor Red- Lines, designer coordination records, final as-built documentation</p> |
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Water Quality & SWPPP

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| IOR | Shall monitor and enforce Contractor compliance with Water Quality Control Plans. Will also oversee Contractor's Storm Water Pollution Prevention (SWPPP) responsibilities. | <p>Benefits: Clear communication and records to Contractor. All</p> |
|------------|---|--|

Punch Lists & Non-Compliance Items

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| RE | Issue preliminary & final punch list and monitor and follow-through with contractor until completion of punch list items. Review and distribute IOR notes regarding non-compliant work items and recommend mitigating procedures for fixing non-compliance. RE will also finalize the bid items, claims, change orders, punch list items, and correct shop drawings. Additionally, will oversee the completion of record drawings. | <p>Benefits: Clear communication and records to Contractor. All non-compliant items are noted and fixed prior to notice of completion.</p> <p>Deliverables: Preliminary and Final Punch lists. Inspector's Non-Compliance Notice, Non-Compliance Notes</p> |
| IOR | Prepare in-progress punch lists at completion of each project phase until completion. Direct and notify contractors about non-compliance and correct compliance problems as discovered. | |

Completion Recommendations

| | | |
|------------|---|---|
| RE | Evaluate completion of work and recommend final inspection. This includes preparing Report of Expenditures Checklist and necessary attachments. RE will also provide support for construction claims analysis and litigation and will be available for any audits including internal City audits. | <p>Benefits: Ensures that work items completed as specified.</p> <p>Deliverables: Final Completion Recommendation, Final Report of Completion</p> |
| IOR | Provide notes and concurrence to RE regarding final completion of all field work. | |

Final Payment Request

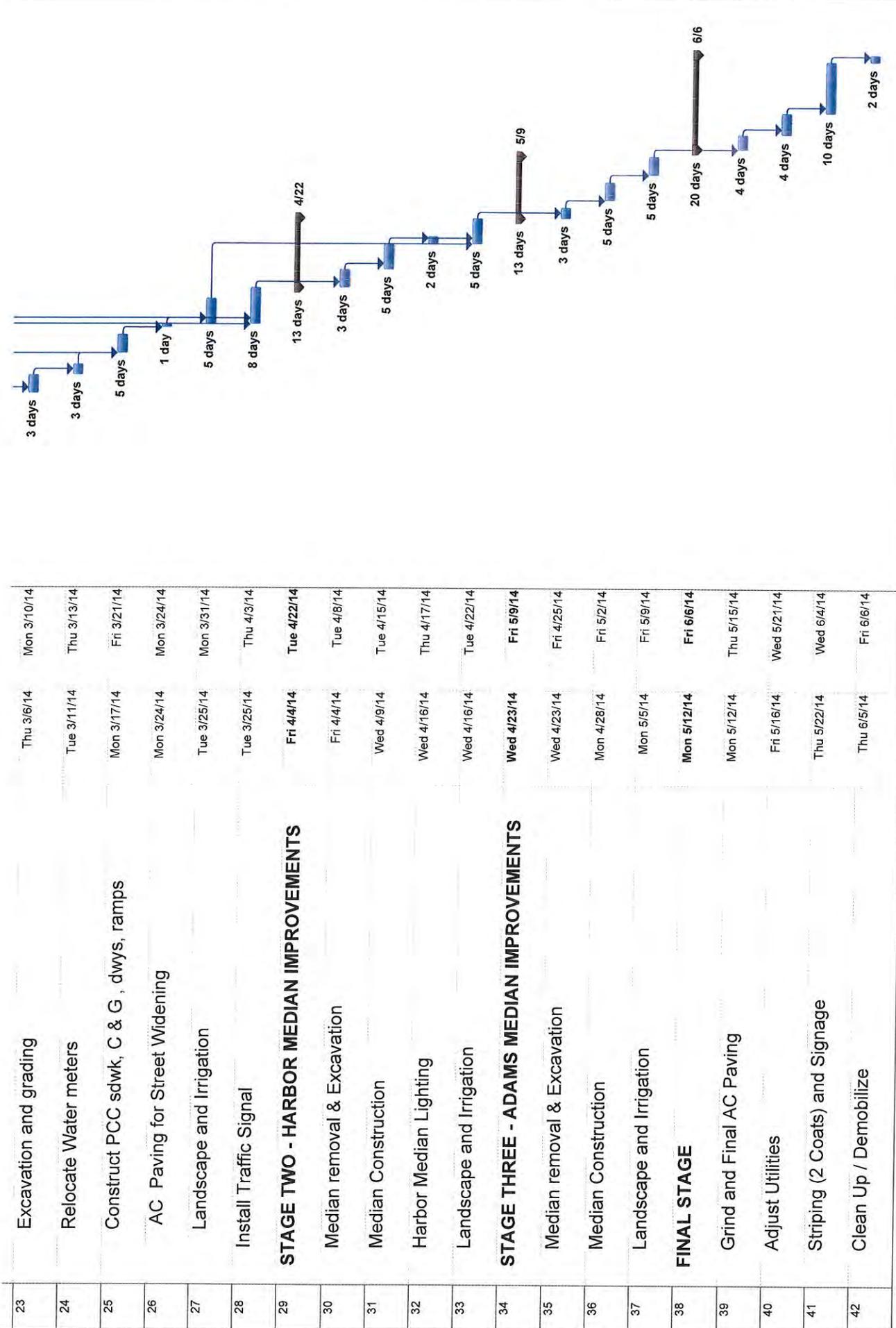
| | | |
|------------|--|---|
| RE | Review and process request for final payment and release retention. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes and identify variances between costs. | <p>Benefits: Ensure payment is provided to Contractor, organized cost tracking data for future reference.</p> <p>Deliverables: Final Payment Recommendation</p> |
| IOR | Confirm final field quantities to RE. IOR will provide complete measurements and calculations to administer progress payments and make recommendations for payments. | |

Submit Project Files

| | | |
|------------|--|--|
| RE | Maintain a project filing system in compliance with Sec. 16.8 of Caltrans LAPM, finalize and deliver all project files, records, exhibits, coordination documentation and submittals to City for final review/archiving. | <p>Benefits: Provides a single source location for the entire project's records, active monitoring and documentation of jobsite and project progress.</p> <p>Deliverables: Final Project Files Per LAPM, Final Project Report, as-built and digital set of drawings, construction files.</p> |
| IOR | Maintain field notes and provide all field inspection notes, As-builts, pictures, material tickets, permits and other documents. | |

HARBOR BOULEVARD AND ADAMS AVENUE STREET IMPROVEMENTS CITY PROJECT NO. 13-09 CONSTRUCTION SCHEDULE

| ID | Task Name | Start | Finish | 1/12/14 | 1/19/14 | 1/26/14 | 2/2/14 | 2/9/14 | 2/16/14 | 2/23/14 | 3/2/14 | 3/9/14 | 3/16/14 | 3/23/14 | 3/30/14 | 4/6/14 | 4/13/14 | 4/20/14 | 4/27/14 | 5/4/14 | 5/11/14 | 5/18/14 | 5/25/14 | 6/1/14 | 6/8/14 | 6/15/14 | |
|----|--|-------------|-------------|---------|---------|---------|--------|--------|---------|---------|--------|--------|---------|---------|---------|--------|---------|---------|---------|--------|---------|---------|---------|--------|--------|---------|--|
| 1 | HARBOR BLVD / ADAMS AVE INT. | Mon 2/3/14 | Fri 6/6/14 | 90 days | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Notice to Proceed | Mon 2/3/14 | Mon 2/3/14 | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | START UP | Tue 2/4/14 | Wed 2/12/14 | 7 days | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | USA Marking and Potholing/ Utility Coord | Tue 2/4/14 | Mon 2/10/14 | 5 days | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Order Signal Poles | Tue 2/11/14 | Tue 2/11/14 | 1 day | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Mobilization | Tue 2/4/14 | Fri 2/7/14 | 4 days | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Implement SWPPP | Mon 2/10/14 | Wed 2/12/14 | 3 days | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | STAGE ONE - WIDENING BOTH STREETS | Thu 2/13/14 | Thu 4/3/14 | 36 days | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | North East & South West Quadrants | Thu 2/13/14 | Mon 3/24/14 | 28 days | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | On-Site Removals and Reconstruction | Thu 2/13/14 | Wed 2/19/14 | 5 days | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Street Light Relocation | Thu 2/20/14 | Fri 2/21/14 | 2 days | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Remove PCC Curb, gutter, sidewalk | Mon 2/24/14 | Wed 2/26/14 | 3 days | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Excavation and grading | Thu 2/27/14 | Mon 3/3/14 | 3 days | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Relocate Water meters | Tue 3/4/14 | Wed 3/5/14 | 2 days | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Storm Drain Improvements | Thu 3/6/14 | Fri 3/7/14 | 2 days | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Construct PCC sdwk, C & G, dways, ramps | Mon 3/10/14 | Fri 3/14/14 | 5 days | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | AC Paving for Street Widening | Mon 3/17/14 | Mon 3/17/14 | 1 day | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Landscape and Irrigation | Tue 3/18/14 | Mon 3/24/14 | 5 days | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | North West & South East Quadrants | Thu 2/20/14 | Mon 3/31/14 | 28 days | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | On-Site Removals and Reconstruction | Thu 2/20/14 | Wed 2/26/14 | 5 days | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | Street Light Relocation | Thu 2/27/14 | Fri 2/28/14 | 2 days | | | | | | | | | | | | | | | | | | | | | | | |



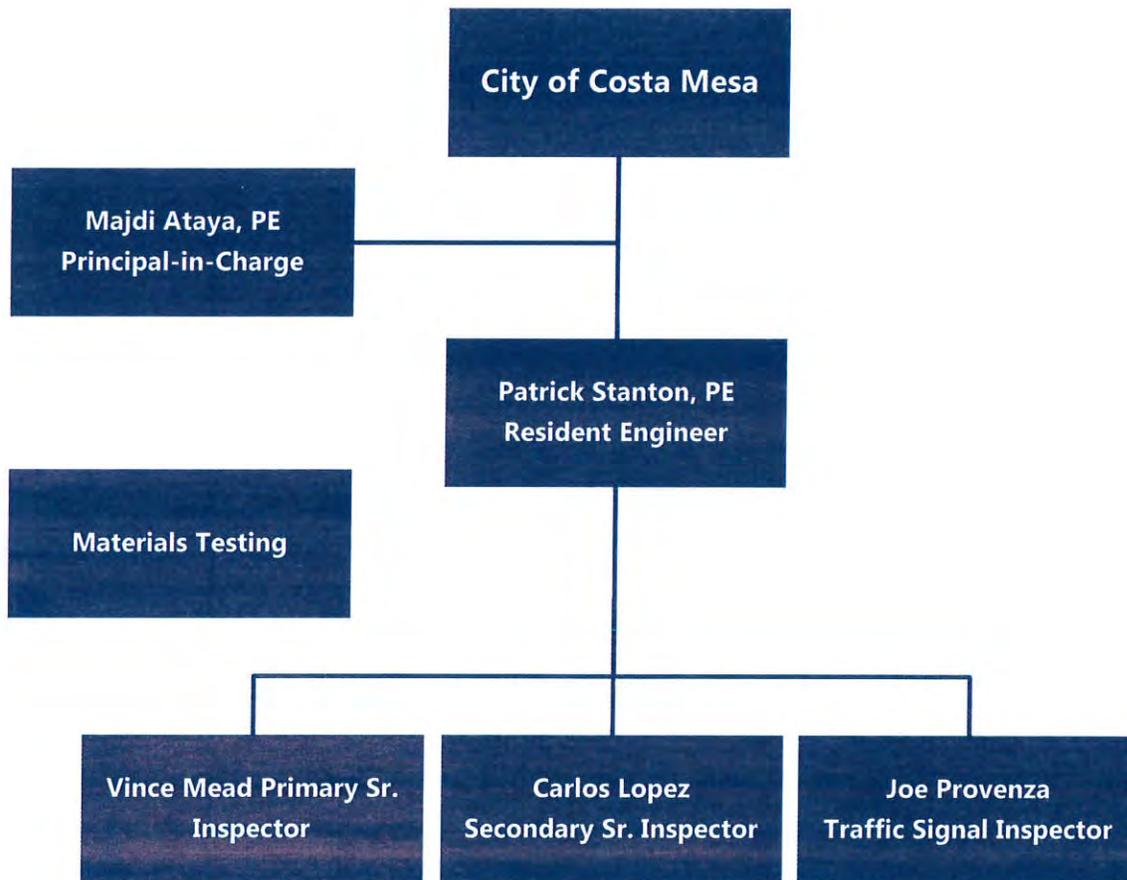
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SECTION

PROJECT STAFFING & RESUMES

Organizational Chart

We are very serious about this proposal, and in an effort to show our commitment, we have proposed the following hand-picked team for this project. Resumes for our proposed team can be found on the following pages. Our team will remain committed to the City of Costa Mesa for the full duration of this project. No team member will be replaced without the expressed consent of the City of Costa Mesa.



Pat Stanton

RESIDENT ENGINEER

BS Civil Engineering, Berkeley Registered Professional Engineer #C21380 38 Years of County Experience

PROFILE

Pat is a Registered Professional Engineer with over 40 years of experience in Public Works. For 24 years, Pat worked as an Engineering Manager and Construction Manager/Project Manager at the County of Orange. Since then, Pat has served as a Construction Management on a variety of projects for OE. He carries a comprehensive knowledge of the Greenbook and Caltrans Standard Specifications and Plans. He has extensive experience working with many public agencies, including Los Angeles County, Orange County, MTA, OCTA, Caltrans, FHWA and dozens of cities.

WORK EXPERIENCE

BROOKHURST STREET WIDENING, County of Orange

Pat was the Resident Engineer for the County of Orange on the widening of Brookhurst Street, from Pacific Coast Highway to Bushard Avenue. Work included widening a bridge over a flood control channel and installation of piles for the bridge abutments and piers. The bridge was a precast post-tensioned slab bridge with closely spaced piers in the flood control channel. The southern approach to the bridge had been an oil production area earlier so work also included coordination with the County's Haz Mat team to determine how to handle any petroleum-related items.

ATLANTIC BLVD. & FIRESTONE AVE. REHABILITATION PROJECT, South Gate

Pat was the Resident Engineer on this project for the City of South Gate on this \$8 million project. The project limits were on two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The scope included widening the intersection; concrete approach to intersection; grind and ARHM overlay; 50,000 SF of sidewalk; 1,850 LF of curb and gutter; 2,100 LF of DIP waterline; and 2,840 LF of recycled waterline; 4,656 LF of median island curb with decorative landscaping and a city monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with the LAPM.

ROSEMEAD BOULEVARD REHABILITATION PROJECT, Pico Rivera

Pat served as Construction Manager to the City of Pico Rivera for the Rosemead Boulevard Rehabilitation Project, funded by STPL-L, SAFETEA-LU, Demo TEA-21 and Proposition C funds. The project spanned Rosemead Boulevard, from Telegraph Avenue to Washington Boulevard, and included two railroad crossings and access to the I-5 within the project limits. The scope included 46,700 SF of localized AC R&R, cold milling and ARHM overlay, decorative rock in median islands, 1,975 SF of driveways approaches, 13,100 SF of sidewalk, 655 LF of curb and gutter, upgrading 19 ramps to ADA-compliance, 24 loops, and signage and striping. Pat has a thorough knowledge of the LAPM Manual, and effectively managed the necessary documentation and filings to ensure project funding.

FHWA ROAD REALIGNMENT & SLOPE STABILIZATION PROJECT, La Habra Heights

Pat acted as Design Manager and Construction Manager to provide slope stabilization along three stretches of roadway. Funded through the FHWA Relief Program, and designed as three separate projects, the projects took on a greater complexity when they were combined as one for bidding and construction. The slope supporting these sections of Hacienda Road and Fullerton Road was failing and needed to be stabilized. The project also required environmental documentation (PES) and was governed by the E-76 permitting process. The combined segments included Hacienda Road (Upper) 1,200 LF, Hacienda Road (Lower) 150 LF, and Fullerton Road 280 LF. For the Hacienda Upper portion, OE designed a comprehensive solution to stabilize the slope for the long-term. The scope included: new storm drain system, including 5over 500' of 36-inch and 18-inch RCP, 5,800 LF of swale channeling, shotcrete-lined swales, drainage inlets, installing nearly 13,000' of soil nails and 5,100' of soil nail wall face, 1,885 LF of micropile installation, and 26,500 SF of hydroseeding for new vegetation in order to gain environmental approval. The final scope on Hacienda Lower included: Installing 78 ballistic soil nails, 115 Percussion-driven Earth Anchors (PDEA), 3,400 SY of turf reinforcement, and constructing 75 LF of AC dike. The launched soil nails were specifically designed for existing soil bearing capacity and existing utility clearance. Fullerton Road improvements included: installing drainage inlets, depressions, grating and 12 separate 24-inch CMB risers to improve water flow, cold planning and cap of existing AC, and installing new traffic striping.

JAMBOREE & I-5 WIDENING PROJECT, Irvine

Pat provided project management services to the City of Irvine on this \$7.3 million dollar project. The project scope included widening Interstate 5 (I-5) northbound and southbound ramps to relieve traffic congestion, and widening Jamboree from one-tenth of a mile west of Michelle Drive to El Camino Real. Construction included additional retaining walls, landscaping, and irrigation as well. OE assisted the City in replacing the prime contractor on the project, including filing all necessary documentation for termination of contract, transferring ownership of the project to the bond company, and bringing a new prime contractor to the job. The scope also entailed assisting the City in dealing with numerous liens placed on the project due to the contractor's non-payment of wages and union dues. A feasibility study was conducted on the plans while construction was stalled, and made recommendations for improving design inconsistencies.

STUDEBAKER ROAD & FIRESTONE BLVD REHABILITATION PROJECTS, Norwalk

Pat was the Construction Manager on this ARRA-funded City of Norwalk project. The project spanned 3 miles on Studebaker Road, from Alondra Boulevard to Cecilia Avenue at the north City limits, and 0.9 miles on Firestone Boulevard, from Hoxie Avenue to Imperial Highway. Studebaker Road is a 4 lane arterial with raised medians for the entire 3 mile stretch. Firestone Boulevard is an arterial 5 lane roadway providing access to the I-605 freeway at Hoxie Avenue. Studebaker Road parallels the I-605 freeway, and serves as an alternate route for local traffic, creating high traffic volume during peak traffic hours and making it a great safety concern during the project. The scope included grind and overlay, upgrading ramps to be ADA-compliant, rebar-reinforced median curb replacement, and curb and gutter. Pat coordinated with the contractor for the grind and overlay to be completed at night due to high volumes of traffic. Proximity to Caltrans right-of-way required the contractor to obtain a rider permit and close coordination with Caltrans was necessary to ensure ARRA and all other required documentation was maintained throughout the project. Careful oversight for federal-funding regulations was a major focus on this contract, and the concluded with passing a Caltrans audit.

Vince Mead

Sr. Construction Inspector

32 years of public works experience - 25 years as Public Works Inspector

PROFILE

Vince has harnessed 32 years of Public Works experience and 25 years of experience as a Public Works inspector. Vince started out in welding trades than quickly became inspector. His typical duties have included providing daily construction reports, documenting labor and equipment on-site each day and hours worked, measuring, calculating, and recording all construction quantities, and taking work and site photos.

WORK EXPERIENCE

MOULTON PARKWAY WIDENING, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Moulton Parkway from 700' South of Santa Maria Avenue to El Pacifico Drive, and at Ridge Route Drive at its intersection with Moulton Parkway, in the cities of Laguna Hills and Laguna Woods. The work included removal of existing facilities and vegetation, site clearance, grading, construction of curbs, gutters, sidewalks, road pavement, bus pads and bus turnouts, concrete retaining walls, concrete box culvert extension, soil nail walls, catch basins, modification of existing traffic signals, construction of left and right hand turn pockets, pavement striping and marking, median and parkway landscape and irrigation, and adjusting and relocating utilities and amenities in and around the project site. Vince performed direct coordination with all utilities, and the Cities of Laguna Hills and Laguna Woods.

IRVINE WIDENING PROJECT, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Irvine Avenue from Southerly of Mesa Drive to SE Bristol Street in the City of Newport Beach, and unincorporated area of the Santa Ana Heights. The work included the removal of existing facilities and vegetation, site clearance, grading, construction of curbs, gutters, sidewalks, curb access ramps, bus turnouts, road pavement, concrete catch basins, storm drains, retaining walls, median landscaping and irrigation, modification of existing traffic signals, striping and markings, and adjusting and relocating utilities and amenities in and around the site. Vince also coordinated with all utility companies, the City of Newport Beach and the County of Orange.

BRISTOL STREET WIDENINGPROJECT, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Bristol Street East Bound from 1300' West of Irvine Ave. The work included removal of existing infrastructure and relocation of utilities, grading, curb and gutter, sidewalk, concrete catch basins, road pavement, striping, relocation of street lighting and ornamental iron fencing.

ATLANTIC AVENUE & FIRESTONE BOULEBARD WIDENING PROJECT, South Gate

Vince was the construction inspector for this project which was funded through Measure R, Metro, and other state funding sources. The project limits included two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The project goal was to provide traffic congestion relief and improve public services. Atlantic Avenue and

Firestone Boulevard were widened at all four corners. Additionally, roadway and public amenity improvements were completed. The project also called for sewer, storm drain, and extensive water system improvements. Traffic signals were a key component of this project. Community coordination was a great focus on this project. Vince coordinated with stakeholders to ensure that complaints were minimized. Finally, the project called for extensive night work,

WINTERSBURG IMPROVEMENT PROJECT- EAST GARDEN GROVE, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of channel excavation 116,670 cubic yards, rip rap revetment 14,420 ton, placement of fill material 14,000 cubic yards, driving sheet piles 15,600 linear feet, installation of concrete cap 11,410 linear feet and fiber reinforced caps 4,190 linear feet, installation of timber fencing and posts, construction of concrete retaining walls 2,000 cubic yards, construction of soil-cement mix columns 6,636 each with a total of 77,450 cubic yards, construction of a park trail with disintegrated granite surface and access ramp. Direct coordination with utility companies, County of Orange personnel, City of Huntington Beach staff, regulatory agencies and adjacent property owners, this was a \$41,000,000.00 project.

CATHODIC PROTECTION FOR HUNTINGTON BEACH CHANNEL AND TALBERT CHANNEL-Huntington Beach

Vince was the lead Senior Construction Inspector for this project. The work consisted of underwater arc welding of additional galvanic anodes to the sheet piles 1,010 each, performing continuity welds to each sheet pile 8,000 each, drilling and installing reference electrodes to Cathodic protection test stations; constructing concrete pads; removing existing oil cooled rectifiers, associated power sources, existing anode junction boxes, and capping of anode ground bed vent pipes, abandoning shallow anode wells; repair of electrical continuity welds and coatings, 5,046 linear feet of existing steel pile cap repair, 18,850 linear feet of FRP cap replacement. 18,000 linear feet of guard cable fence replacement with posts; this was a \$4,400,000.00 project.

SAN DIEGO CREEK CHANNEL IMPROVEMENT, County of Orange

Vince was the Senior Inspector for this permitted project for the Irvine Company. The work consisted of sheet pile installation on both sides of the channel between Sand Canyon Blvd. and Jeffrey Road. The work included installation of sheet piles to within 3' of the toe and capped with structural concrete and grade stabilization with embedded sheet pile with concrete caps.

SANTA ANA RIVER BIKE TRAIL REACHES 1 & 9, County of Orange

Vince was the lead Inspector for this project. The work took place on reach 1 of the Santa Ana River upstream of PCH to Adams Ave. 2.90 miles. The work included adding an adjacent disintegrated granite path for equestrian use, installation of ornamental boulders, bike trail paving, striping, landscaping, signage, kiosk information locations and drainage. Reach 9 took place downstream of Gypsum Canyon Road to Weir Canyon Road 2.7 miles. The work included adding an adjacent disintegrated granite path for equestrian use, ornamental wood fencing, bike trail paving, asphalt berm, striping, landscaping, drainage, ornamental boulders, kiosk information location, and signage.

SAN DIEGO CREEK RIPARIAN HABITAT RESTORATION

Vince was the lead Inspector for this project. The work location was downstream of the 405 frwy. To Campus Drive 1.40 miles. The work involved removal of non-native species of vegetation while working closely with regulatory agencies, State Fish and Game and the Santa Ana Regional Water Quality Board. Strict emphasis was placed on maintaining proper habitat of the least bills vireo and western pond turtle.

Carlos Lopez

SIL CONSTRUCTION INSPECTOR

23 years as Supervising Construction Inspector for County of Orange · AA Civil Engineering Technology, Los Angeles College
Drainage Inspection/Flood Control Channel Inspections · Extensive Utility Relocation Experience

PROFILE

Carlos is a Construction Inspector with 33 years of experience in public works inspection. Carlos has worked for 23 years as a Construction Inspector for the County of Orange. His knowledge of the County Construction Manual is unmatched, and his experience is almost exclusively on roadway projects and heavy drainage projects. His projects required extensive utility relocations. On each project, he was responsible for performing quality assurance inspections to achieve compliance with the Contract Documents, plans, and specifications on all phases of construction such as drainage, paving, structures, grading, sewer, water, electrical installation, sign installation, and landscaping items. Carlos brings the knowledge and experience necessary to make on-site decisions and to coordinate effectively with the Resident Engineer to ensure that a project is a success.

WORK EXPERIENCE

TUSTIN AVE. WIDENING & BRIDGE WIDENING AT HANDY CREEK, County of Orange

Carlos served as the Senior Construction Inspector on this street and bridge widening project. The project entailed widening Tustin Ave. from Orangethorpe Ave. to 2,000' south and widening the bridge at Handy Creek. Construction included curb and gutter, sidewalk, ADA ramps, bridge piles, abutment extensions, vertical wall reinforced concrete channel at bridge undercrossing, AC bridge approach to BNSF railroad crossing. Carlos performed all duties of inspector, including earthwork, line and grade for street improvements, driving of piles to specified bearing and tip elevation, forms, reinforcing steel bar, concrete placement for bridge structures, relocation of OCSD sewer main, coordination with OCSD Inspection, BNSF for work adjacent to tracks including obtaining BNSF safety card as required, measuring, calculating quantities for progress payments, work site photos for project records, provided Contract Change Order drafts to Resident Engineer for submittal. Carlos coordinated utility relocations to keep the project on schedule. In addition to inspecting the utility relocations to ensure permit requirement compliance and proper horizontal and vertical locations, Carlos effectively coordinated meetings with affected utilities, provided management of construction activities, ensured traffic control, and reviewed utility agreements, and utility relocation plans, and identified critical delivery constraints for all utilities. For the drainage work on this project, Carlos reviewed the Contractor's Haul Plan identifying the Contractor's route for hauling material, traffic control items, and ensured compliance with the Specifications and the MUTCD.

BREA CREEK CHANNEL LAMBERT RD TO CENTRAL AVE., County of Orange

Carlos served as the Senior Construction Inspector on this flood control channel project. Construction included replacing the earthen trapezoidal channel with a larger, higher capacity, vertical wall reinforced concrete channel, including transitions at the bridge undercrossing. Carlos performed all duties of inspector, including installation of H-beam steel plate shoring, earthwork, forms, reinforcing steel bar, concrete placement, measuring, calculating quantities for progress payments, and work site photos for project records. Carlos was responsible for performing quality assurance inspections to achieve compliance with the Contract Documents, plans, and specifications on all phases of construction such as paving, structures, grading, drainage, sewer,

water, utility relocation, electrical installation, sign installation, and landscaping items. Carlos coordinated utility relocations to keep the project on schedule. He was charged with coordination of utility relocations being performed by utility companies, chairing regular coordination meetings that were held to discuss the schedule, coordination with construction activities, access, and traffic control, reviewing the Contract Documents, utility agreements, and utility relocation plans, and developing a matrix that includes critical delivery constraints for all utilities.

LINCOLN BOULEVARD REPAVING PROJECT, Santa Monica

Carlos served as the Senior Construction Inspector on this project for the City of Santa Monica. The project limits were on Lincoln Blvd, from the I-10 to the south Santa Monica City limits. The estimated cost was \$2.8 million funded by Federal Transportation Grant. This portion of Lincoln Boulevard is an undivided arterial roadway which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Blvd. and Ocean Park Blvd., while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX.

FULLERTON CREEK EMERGENCY CHANNEL, County of Orange

Carlos served as the Sr. Construction Inspector on this emergency flood control channel project of Fullerton Creek on Beach Blvd. downstream of Dale Avenue to Central Avenue. Prior to construction, the site was in an unfinished state with exposed earthen walls. The project was fast-tracked to ensure the protection of public and private property. The work entailed included replacing the earthen trapezoidal channel with a larger, higher capacity, vertical wall reinforced concrete channel, including vertical walls and transitions at the bridge undercrossing, sewer main bypass and relocations at Beach Blvd. Carlos performed all inspection duties, including installation of H-beam steel plate shoring, earthwork, forms, reinforcing steel bar, concrete placement, coordinating with the City Buena Park, and assuring compliance with City permits.

GLASSELL STREET BRIDGE WIDENING, County of Orange

Carlos served as the Senior Construction Inspector on this bridge widening project on Glassell Street over the Santa Ana River. Construction included phased traffic detours, curb and gutter, sidewalks, steel piles, pile caps, abutment extensions, precast girders, bridge restrainers, decorative retaining walls, AC bridge approaches, bicycle/pedestrian bridge undercrossing, temporary and final relocation of irrigation main and lines. Carlos coordinated utility relocations to keep the project on schedule. He was tasked with coordination of extensive utility relocations. Carlos inspected the utility relocations being performed by each respective utility company to ensure that they met applicable permit requirements and confirmed that the horizontal and vertical location of the utility was in accordance with the requirements of the utility agreement and the construction contract drawings. Carlos performed all duties of inspector, including diversion of river flows, installation of phased traffic detours, earthwork, line and grade for street improvements, driving of piles to specified bearing and tip elevation, forms, reinforcing steel bar, concrete placement for bridge structures, fabrication of concrete strength test specimens, measuring and calculating quantities for progress payments, coordination with OC Water District for river flow diversions, performing a force account analysis resulting in a savings to the County, and preparing Contract Change Order drafts.

Joe Provenza

Sr. Traffic Inspector

PROFILE

Joe has over 40 years of experience in traffic signal inspection. In his various roles in 28 years with Caltrans, Joe was responsible for the review of plans submitted for compliance to the State Standard Plans and Specifications, and the operation and maintenance of the District-wide, Los Angeles, Orange and Ventura Counties, Traffic Signal Master Surveillance and Management System. He was also responsible for traffic signal systems implementation and maintenance district-wide as Electrical and Electronic Field Support. Joe consulted with Design Engineers, Construction Engineers, and Traffic Operation Engineers in the planning of traffic signal systems to solve construction problems, and in the resolving of operational problems with complex applications. He also helped to develop the Caltrans Type 170 intersection and interconnect systems hardware and software.

Joe was responsible for the evaluation of all new equipment proposed for use in traffic signal and surveillance systems in District 07. He also reviewed and proposed specifications and plans for the State of California State Standard Plans and Specifications. He provided electronic evaluations of proposed systems to be used in Traffic Management Systems, and consultation as Communications Advisor to the Caltrans Headquarters Freeway Operations Committee. He developed specifications for the Caltrans Highway Advisory Radio Systems, reviewed and oversaw construction and implementation for systems in District 06, 07, and 11, and also consulted with the City of Los Angeles on communications systems for the Smart Corridor Project.

Joe provides specialty construction inspection for traffic signal equipment and testing, traffic signal design, and operations, and also training for various Agencies, Consultants, Institutions, and Organizations. He has also presented expert evaluation, investigation and testimony for the State of California, other Agencies and legal clients in lawsuits. He has also provided services as an Inspector for construction projects.

He was the State of California representative to develop operations and software with testing for the Blue Line LRT project that runs from Los Angeles to Long Beach. He provided inspection support for Traffic Signal timing and implementation on the Pomona UPRR crossing upgrade project. He has also worked on many railroad crossings specializing in railroad and light rail signal control circuits.

He designed and presented training courses to construction, operations, and maintenance personnel for the State and other Agencies. He also provided assistance in troubleshooting Traffic Signal System problems. Joe has presented courses on Type 170 Traffic Signal Systems from Honolulu, Hawaii to Washington, D.C. He designed and presented courses for the Electrical Training Trust (IBEW), the Los Angeles MTA, the Institute of Transportation Studies, The Traffic Signal Association, and assisted in course preparation and presentation of the IMSA Certification courses.

F SECTION

OE FIRM QUALIFICATIONS

Firm Experience

ANTONIO PARKWAY WIDENING PROJECT, County of Orange [**\$25 million completed 2/2013**]

OE provided construction support and inspection services to the County of Orange on the high-profile Antonio Parkway and La Pata Avenue Widening project. The \$25 million project spanned 1.5 miles, from Ladera Ranch to 1000 feet south of Ortega Highway, and included 900 LF of bridge-work across San Juan Creek. Antonio Parkway was widened from 4 to 6 lanes. The bridge was widened by 40 feet to accommodate the 2 additional lanes of traffic. Bridgework included parkway improvements, a raised median, channel bank revetment at the south abutment, compaction grouting, and structural testing. Roadway and bridge widening occurred concurrently and included grading and cement-treated soil, 3,691 LF of RCP storm drain, rip-rap for environmentally-friendly drainage filtering, dry utility installations, 4,993 PVC pipe, utility conduits, 4 fire hydrants, traffic signal improvements and loops, signing and striping, video detectic, and a Class I designated bike lane with special bicycle signal; loops. The construction also included 448 LF of CIDH pile retaining wall with 42,000 lbs. of steel reinforcement. The work also included installation of domestic, reclaimed, and non-potable waterlines as well as sewer installation and mainline trunk re-routing. The project limits included a dewatering and affluent treatment system on-site that handled one-million gallons per day. The existing bridge was retrofitted with sidewalk. Additionally, the bridge deck was picked up on one end to adjust crossfall.

ATLANTIC AVE. & FIRESTONE BLVD. WIDENING PROJECT, South Gate [**\$8 million completed 12/2013**]

OE provided construction management and inspection services for this project which was funded through Measure R, Metro, and other state funding sources, which will requires the project to be conducted, organized and reported per the Caltrans LAPM. The project limits included two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The project goal was to provide traffic congestion relief and improve public services. Atlantic Avenue and Firestone Boulevard were widened at all four corners. Additionally, roadway and public amenity improvements were completed. The project also called for sewer, storm drain, and extensive water system improvements. Traffic signals were a key component of this project. Community coordination was a great focus on this project. OE coordinated with stakeholders to ensure that complaints were minimized. This project also had a heavy environmental component. All mitigation measures listed in the EIR will be closely monitored and reported during the life of the construction project. Of greatest concern will be storm water runoff contamination and prevention. Finally, the project called for extensive night work and periods of 24/7 inspection where OE was responsible for providing round-the-clock inspection and construction administration.

EDINGER BRIDGE WIDENING OVER SANTA ANA RIVER, County of Orange [ONGOING]

OE provided inspection services to the City of Orange on the widening of the bridge from 52 feet to 104 feet to accommodate traffic lanes, sidewalks, and bicycle lanes. In addition, as a transition between the bridge and the existing roadway, approximately 500 feet of Edinger Avenue would be widened to 84 feet west of the bridge, and 78 feet east of the bridge. The project also includes 2 retaining walls, as well as the installation of a sound wall. The inspector coordinated extensively with the City of Santa Ana, City of Fountain Valley, Edison, and other various utilities for relocations. The inspector not only kept the project on schedule, but was able to move the project a month ahead of schedule.

JAMBOREE & I-5 WIDENING PROJECT, City of Irvine [\$7.3 million completed in 1/2012]

OE provided project management and design review services to the City of Irvine on this \$7.3 million dollar project. The project scope included widening Interstate 5 (I-5) northbound and southbound ramps to relieve traffic congestion, and widening Jamboree from one-tenth of a mile west of Michelle Drive to El Camino Real. Construction included additional retaining walls, landscaping, and irrigation as well. OE assisted the City in replacing the prime contractor on the project, including filing all necessary documentation for termination of contract, transferring ownership of the project to the bond company, and bringing a new prime contractor to the job. OE also assisted the City in dealing with numerous liens placed on the project due to the contractor's non-payment of wages and union dues. OE conducted a feasibility study on the plans while construction was stalled, and made recommendations for improving design inconsistencies. Our role was complete once a new prime contractor was brought on and smooth forward progress had been demonstrated by the contractor.

TELEGRAPH RD. ROADWAY & MEDIAN IMPROVEMENTS, Pico Rivera [\$4 million completed in 11/2013]

The Telegraph Road Landscape Median Improvements Project [City Project No. 21232 and Federal Project No. HSIPL-5351 (022), EA 07-933969L] is funded by Federal Highway Safety Improvement Program (HSIP) and Proposition C. The construction cost was \$2.1 million dollars. This project included median, landscape, irrigation, roadway, parkway, traffic signal, and peripheral improvements. The work was conducted on the east-west corridor of Telegraph Road, a residential and commercial major thoroughfare accommodating approximately 26,000 vehicles per day and shared with the City of Downey. The work on Telegraph Road from Lakewood/Rosemead Boulevard to Parsons Boulevard included excavation, 21,349 square feet of pavement and concrete removal under the medians, construction of 4,799 square feet of a concrete dowel on median curb, construction of 430 square feet of 4" sidewalk, curb and gutter construction, installation of concrete spandrel, 17 curb ramps, and 21 truncated dome mats. In addition, the work entailed traffic signal modifications at Telegraph Road and Lakewood/Rosemead Boulevard, Telegraph Road and Serapis Avenue, and Telegraph Road and Parsons Boulevard. An alternate bid added enhancement/beautification items east from the end of curb at Lakewood Boulevard and Telegraph Road to Parsons Boulevard. This included construction of pervious concrete pavers, fine grading, installation of automatic irrigation and a moisture barrier, and placement of 16,976 of landscape mulch, 1,984 shrubs, 84 box trees, and 47 brown trunk palms.

Additionally, the work under this alternate item entails all roadway improvements including 136,512 square feet of 2.5" cold mill, ARHM overlay totaling 3,147 tons, and 56,342 square feet of removal and reconstruction of 9" on Telegraph Road and 416 square feet of remove and replace 4" over 8" aggregate at the intersection of Telegraph Road and Lindell Avenue. This bid item also added replacing survey monuments and adjustment of water valve box and manholes and all pertinent signing and striping items. Intersection pavement improvements at Lakewood Boulevard and Telegraph Road included 11,180 square feet of 2.5" cold mill and ARHM overlay totaling 182 tons. The project also covered pavement improvements on Lakewood Boulevard from Telegraph Road to Vista Del Rosa Street including 48,308 square feet of 2" cold mill with 628 tons of ARHM overlay, adjusting water valve box, manholes, traffic signing and striping, and 14 traffic loop detectors (Type "E") on Lakewood Boulevard.

ROSEMEAD BLVD. REHABILITATION PROJECT, Pico Rivera [\$1.5 million completed in 11/2012]

OE provided construction management services to the City of Pico Rivera for the Rosemead Boulevard Rehabilitation Project, funded by STPL-L, SAFETEA-LU, Demo TEA-21 and Proposition C funds. The project spanned Rosemead Boulevard, from Telegraph Avenue to Washington Boulevard, and included two railroad crossings and access to the I-5 within the project limits. The scope included 46,700 SF of localized AC R&R, cold milling and ARHM overlay, decorative rock in median islands, 1,975 SF of driveways approaches, 13,100 SF of sidewalk, 655 LF of curb and gutter, upgrading 19 ramps to ADA-compliance, 24 loops, and signage and striping. OE has a thorough knowledge of the LAPM, and effectively managed the necessary documentation and filings to ensure project funding.

STUDEBAKER RD. & FIRESTONE BLVD. REHABILITATION, Norwalk [\$1.8 million completed in 2/2011]

OE provided construction management and inspection services for this ARRA-funded City of Norwalk project. The project spanned 3 miles on Studebaker Road, from Alondra Boulevard to Cecilia Avenue at the north City limits, and 0.9 miles on Firestone Boulevard, from Hoxie Avenue to Imperial Highway. Studebaker Road is a 4 lane arterial with raised medians for the entire 3 mile stretch. Firestone Boulevard is an arterial 5 lane roadway providing access to the I-605 freeway at Hoxie Avenue. Studebaker Road parallels the I-605 freeway, and serves as an alternate route for local traffic, creating high traffic volume during peak traffic hours and making it a great safety concern during the project. The scope included grind and overlay, upgrading ramps to be ADA-compliant, rebar-reinforced median curb replacement, curb and gutter. OE coordinated with the contractor for the grind and overlay to be completed at night due to high volumes of traffic. Proximity to Caltrans Right-of-Way required the contractor to obtain a rider permit and close coordination with Caltrans was necessary to ensure ARRA and all other required documentation was maintained throughout the project. Careful oversight for federal funding regulations was a major focus on this contract, and the concluded with passing a Caltrans audit.

TRAFFIC SIGNAL MODIFICATIONS & INSTALLATION PROJECT, Norwalk [\$215K completed in 2/2009]

OE provided inspection services to the City of Norwalk on this traffic signal modification and installation project. Improvements were made at the intersection of Norwalk Boulevard and Cheshire Street, and at Rosecrans Avenue and Greenstone Avenue. The scope included installing all new mastheads and signals, push-button signals, control cabinets, and upgrading ramps to meet ADA-compliance at all four corners of the intersection. OE ensured all pedestrian access routes through the intersection met ADA compliance as well, making recommendations for controller and signal locations during construction. The project also included simultaneous inspection of traffic signal modifications on Bloomfield Avenue at Foster Road/Goller Avenue. The scope included installing all new mastheads and signals, push-button signals, control cabinets, upgrading ramps to meet ADA-compliance, and shortening median island noses to provide unobstructed crosswalk access. The City had received numerous complaints from nearby school personnel and parents about lack of safety and wheel-chair access on this intersection. OE communicated with the school throughout the course of the project to ensure they felt the City was addressing their needs.

IMPERIAL HIGHWAY REHABILITATION PROJECT, Lynwood [\$750K completed in 2/2011]

OE provided construction management and inspection services on this high profile project for the City of Lynwood. The 1 mile project ran from Atlantic Avenue to the city limit, a section with high traffic flow due to tie-in with the I-710. The project included grind and overlay of 0.5 miles of roadway, portions of full-depth reconstruction, ornamental fence and lighting rehabilitation, median curb, decorative landscaping, median irrigation, and a new city welcoming monument. Work also included constructing new concrete curbs to replace the existing plastic channelizers located on the centerline between Atlantic Avenue and St. James Street. During the course of construction, our staff recognized a need to extend the length of the landscaped median island on Imperial Highway between Atlantic Avenue and Wright Road to improve traffic safety on the street. Paving was completed at night on several roads, including the I-710 ramps, due to high traffic volumes. Lane closures and pavement work had to be coordinated with Caltrans and a Caltrans contractor doing work at the I-710 freeway.

LINCOLN BOULEVARD REHABILITATION PROJECT, Santa Monica [\$2.8 million completed in 11/2013]

OE provided construction management and inspection services on this project for the City of Santa Monica. The project limits were on Lincoln Blvd, from the I-10 to the south Santa Monica City limits. The estimated cost was \$2.8 million funded by Federal Transportation Grant. This portion of Lincoln Boulevard is an undivided arterial roadway which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Blvd. and Ocean Park Blvd., while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX. The work included very extensive coordination with businesses and stakeholders. Construction took place at night, and required careful coordination and cleanup.

HACIENDA RD. & EAST RD. REHABILITATION PROJECT, La Habra Heights [\$531K completed in 6/2010]

OE provided design, construction management, and inspection services for 4.16 miles of residential roadway. The project was funded by the ARRA and spanned Hacienda Road, from the north city limits to Avocado, and East Road, from Hacienda Road to Fullerton Road. The scope included slurry seal for most of the roadway, with patches of 16-inch R&R and grind and overlay; providing erosion control by re-compacting an adjacent slope and installing riprap; installing metal guard railing and traffic loops; and improving drainage with new rolled curb and gutter, v-ditch installations, and relocating several existing utilities. With the roads providing single lane access to and from adjacent neighborhoods, careful attention was given to project phasing and traffic control design. During the bid and construction phases, OE ensured the project adhered to the Caltrans Local Assistance Procedures Manual and took care of all Caltrans paperwork required for E-76 approval and closeout. E-76 permits set strict documentation and submittal schedule requirements for the pre-bid phase, as well as strict labor compliance documentation requirements for closing out a project—to ensure funding remains available.

FHWA ROADWAY REALIGNMENT & STABILIZATION, La Habra Heights [\$1.8 million completed in 3/2010]

OE provided design, construction management, and inspection services for road realignment and slope stabilization along three stretches of roadway. Funded through the FHWA Relief Program and designed as three separate projects, these projects took on a greater complexity for bidding and construction when they were combined as one. The slope supporting these sections of Hacienda Road and Fullerton Road was failing and needed to be stabilized. This project also required environmental documentation (PES) and was governed by the E-76 permitting process. The segment of Hacienda Road Upper was 1,200 LF. OE designed a comprehensive solution to stabilize the slope for the long-term. The scope included a new storm drain system, including over 500' of 36-inch and 18-inch RCP, 5,800 LF of swale channeling, shotcrete-lined swales, drainage inlets, installing nearly 13,000' of soil nails and 5,100' of soil nail wall face, 1,885 LF of micro-pile installation, and 26,500 SF of hydro-seeding for new vegetation in order to gain environmental approval. The segment of Hacienda Road Lower was 150 LF. The final scope included installing 78 ballistic soil nails, 115 Percussion-driven Earth Anchors (PDEA), 3,400 SY of turf reinforcement, and constructing 75 LF of AC dike. The launched soil nails were specifically designed for existing soil bearing capacity and existing utility clearance. Additionally, the work on Fullerton Road included 280 LF. The scope entailed installing drainage inlets, gutter depressions, grating, and 12 separate 24-inch CMB risers to improve water flow, cold planing, cap of existing AC, and installing new traffic striping. Right-of-way restrictions required the junction structure was custom designed to avoid the need for any encroachment permits.

References

COUNTY OF ORANGE

Harry Persaud
Manager, OC Public Works
(714) 667-9655
P.O. Box 4048
Santa Ana, CA 92702-4048

SOUTH GATE

Hany Henein, PE, LS
Senior Civil Engineer
(323) 563-9581
8650 California Avenue
South Gate, CA 90280-3075

IRVINE

Kal Lambaz
Sr. Project Manager
(949) 724-7555
6427 Oak Canyon, Building 1
Irvine, CA 92618

PICO RIVERA

Jose Loera
Associate Engineer
(562) 801-4350
6615 Passons Blvd.
Pico Rivera, CA 90660

NORWALK

Randall Hillman
Associate Engineer
(562) 929-5719
12700 Norwalk Blvd.
Norwalk, CA 90650

LYNWOOD

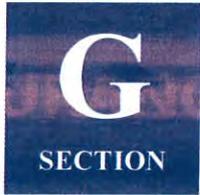
Paul Nguyen, PE
CIP Program Manager
(310) 603-0220 ext. 287
11330 Bullis Road
Lynwood, CA 90262

SANTA MONICA

Hany Demitri, P.E., T.E.
Civil Engineer
310-458-2201 ext. 5385
1437 4th Street, Suite 300
Santa Monica, CA 90401

LA HABRA HEIGHTS

Amad Qattan
City Engineer
(951) 232-1790
1245 N. Hacienda Road
La Habra Heights, CA 90631



INSURANCE COMPLIANCE

OE has reviewed the City's agreement requirements and insurance requirements. OE can comply with the City's requirements without any exceptions or deviations.

...moving you forward



300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805 USA
Phone: 714-533-3050
Fax: 714-948-8978
info@oe-eng.com
www.oe-eng.com

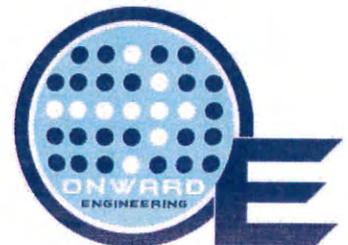


EXHIBIT C
FEE SCHEDULE



CITY OF COSTA MESA
FEE PROPOSAL TO PROVIDE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
FOR HARBOR BOULEVARD--ADAMS AVENUE PROJECT



| Item No. | Project Tasks | Resident Engineer Patrick Stanton, PE \$100 | | Construction Inspector Vince Mead/Carlos Lopez \$80 | | Traffic Signal Inspector Joe Provenza \$85 | | OE FEE | | SUB./REIMB FEE | TOTAL FEE |
|--------------------|--|---|--|---|--|--|--|------------------|----------|-----------------|------------------|
| | | Hours | | Hours | | Hours | | Lump Sum | Lump Sum | | |
| PHASE I | Initial-Construction Phase | | | | | | | | | | |
| 1 | Constructability Review | 16 | | 8 | | | | \$2,240 | | | \$2,240 |
| 2 | Pre-Construction Meeting | 4 | | 2 | | 2 | | \$730 | | | \$730 |
| | Phase I Grand Total | 20 | | 10 | | 2 | | \$2,970 | | \$0 | \$2,970 |
| PHASE II | Construction Phase | | | | | | | | | | |
| 3 | Construction Management | 360 | | | | | | \$36,000 | | | \$36,000 |
| 4 | Construction Inspection | | | 880 | | 80 | | \$77,200 | | | \$77,200 |
| 5 | Community Coordination | 90 | | 120 | | | | \$18,600 | | | \$18,600 |
| | Phase II Grand Total | 450 | | 1000 | | 80 | | \$131,800 | | \$0 | \$131,800 |
| PHASE III | Materials Testing | | | | | | | | | | |
| 6 | Field Costs | | | | | | | \$2,400 | | \$18,500 | \$20,900 |
| 7 | Laboratory Testing Costs | | | | | | | \$1,500 | | \$12,500 | \$14,000 |
| 8 | Overhead & Office Costs | | | | | | | \$500 | | \$3,830 | \$4,330 |
| | Phase III Grand Total | 0 | | 0 | | 0 | | \$4,400 | | \$34,830 | \$39,230 |
| PHASE IV | Post-Construction Phase | | | | | | | | | | |
| 9 | Project Closeout | 40 | | 20 | | | | \$5,600 | \$ | | \$5,600 |
| 10 | Prepare As-Builts | 40 | | 80 | | | | \$10,400 | | | \$10,400 |
| 11 | Landscape Maintenance (90 calendar days) | | | 30 | | | | \$2,400 | \$ | | \$2,400 |
| | Phase IV Grand Total | 40 | | 130 | | 0 | | \$18,400 | | \$0 | \$18,400 |
| GRAND TOTAL | | 510 | | 1140 | | 82 | | \$157,570 | | \$34,830 | \$192,400 |

*Materials testing will be done by Converse Consultants. The Lump Sum indicates their cost, the column for OE fee's associated with materials testing indicates our standard markup for those work items.

EXHIBIT D
CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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