

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ALBERT A. WEBB ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide traffic engineering services on an as-needed basis, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B.

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

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

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

### **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. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on August 19, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

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

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

## 5.0. INSURANCE

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

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

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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, and (b) 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:

Albert A. Webb Associates  
3788 McCray Street  
Riverside, CA 92506  
Tel: (951) 686-1070  
Attn: Dilesh R. Sheth

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5184  
Attn: Elliot Huang

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090.

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

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

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

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

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

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

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

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

6.24. Waiver. The delay or failure of either party at any time to require performance or

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

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

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

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

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

**CONSULTANT**

Dilesh Sheth  
Signature

Dilesh Sheth, Vice President  
[Name and Title]

Date: 9/12/18

[REDACTED]  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

Thomas Hatch  
Thomas Hatch  
City Manager

Date: 9/26/18

ATTEST:

Brenda Green  
Brenda Green  
City Clerk

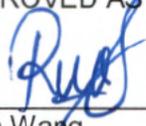


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas Duarte  
City Attorney

Date: 09/26/18

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 9/13/18

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elliot Huang  
Project Manager

Date: 9/13/18

DEPARTMENTAL APPROVAL:

*For*   
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 9/13/18

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Kelly Telford  
Finance Director

Date: 9/18/18

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



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

---

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

July 5, 2018

**TO: TRAFFIC ENGINEERING CONSULTANTS**

**SUBJECT: REQUEST FOR PROPOSALS – ON-CALL TRAFFIC ENGINEERING SERVICES**

Dear Consultant:

The City of Costa Mesa is seeking proposals and statements of qualifications from traffic engineering firms to provide on-call traffic engineering consultant services. The services required include:

- Traffic signal timing review and adjustments for ongoing issues or complaints
- Traffic signal modification design
- Traffic control plan review
- Traffic engineering services

The City may select one or more consultants to provide the above services for a not-to-exceed fee based on tasks agreed to by the City and the Consultant.

### **Content of Proposal**

The proposal will include, at a minimum, the following information:

- Interest letter and qualifications stating the areas of consultant's expertise
- Identification of individual(s) providing services with resumes
- Hourly rates for the individual(s) proposed
- Compliance with Professional Services Agreement requirements (see attached sample PSA). If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

Submit one original proposal, two (2) hard copies, plus one electronic copy/flash drive of your proposal in sufficient detail to allow for a thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

**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 consultant hourly fee adjustment will be allowed for a one-year period starting from the date of contract acceptance. Future increases will not be approved; approval is authorized exclusively **in writing** by the City, without exception.

**Right to Reject all Proposals**

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind 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's professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents.

Should your firm be interested in submitting a proposal for this project, please submit to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, 77 Fair Drive, Costa Mesa, CA 92626, **on or before 1:00 p.m., July 16, 2018**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of actual delivery.

If additional information is required, please contact Jennifer Rosales, Transportation Services Manager, at (714) 754-5180, or email at: [jennifer.rosales@costamesaca.gov](mailto:jennifer.rosales@costamesaca.gov).

Sincerely,



JENNIFER ROSALES, Manager  
Transportation Services

- Attachment: 1. Sample Professional Services Agreement  
2. Sample Certificate of Insurance

c Raja Sethuraman, Public Services Director  
Shirjeel Muhammad, Senior Engineer

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

ALBERT A.

**WEBB**

ASSOCIATES

Proposal to Provide Professional Services

# **ON-CALL TRAFFIC ENGINEERING SERVICES**

Prepared for



July 16, 2018



[www.webbassociates.com](http://www.webbassociates.com)



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
T: 951.686.1070

**Palm Desert Office**  
41-990 Cook St., Bldg. I - #801B  
Palm Desert, CA 92211  
T: 951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

July 16, 2018

Jennifer Rosales  
Manager Transportation Services  
City of Costa Mesa  
Transportation Services Division  
77 Fair Drive, 4th Floor, City Hall  
Costa Mesa, CA 92626

**RE: Request for Proposal - On-Call Traffic Engineering Services**

Dear Ms. Rosales:

Enclosed is Albert A. Webb Associates' (WEBB) response to your Request for Proposal for On-Call Traffic Engineering Services.

Our statement of qualifications reflects an experienced technical team who is strong in all consulting engineering services required for your various projects. WEBB is confident we can tailor solutions to meet your needs and develop a strong relationship moving forward.

WEBB has provided engineering and planning services for public and private sector clients for more than 73 years and recognizes the importance of being close to our clients.

WEBB would like to illustrate to the City what makes us the absolute correct choice for your projects.

- We have the resources available dedicated to meeting all the City's needs. WEBB offers all the comprehensive services required by the City including traffic engineering, civil engineering design, planning and environmental, land survey and mapping, stormwater engineering, landscape architecture, and construction management and inspection services
- We have extensive experience with providing numerous on-call services to multiple public agencies
- All our project managers are invested in providing the City the highest quality work products to achieve your goals. They pride themselves on customer service through effective coordination and communication on all projects

As a Vice President at WEBB, I offer my personal commitment to provide the City the best resources and services available. If you have the need to talk to me at any time, either before or after your selection decision, please call me at my direct number 951.248.4237, or you can email me at [dilesh.sheth@webbassociates.com](mailto:dilesh.sheth@webbassociates.com)

Sincerely,

A handwritten signature in black ink that reads "Dilesh Sheth".

Dilesh Sheth, PE, TE  
Vice President

# TABLE OF CONTENTS

---

<b>1</b>	<b>Section 1.</b> Firm Qualifications
<b>2</b>	<b>Section 2.</b> Key Personnel
<b>9</b>	<b>Section 3.</b> Project Experience
<b>13</b>	<b>Section 4.</b> Hourly Rates
<b>15</b>	<b>Section 5.</b> Professional Services Agreement

# SECTION 1 - FIRM QUALIFICATIONS

---

Albert A. Webb Associates (WEBB), a **Corporation**, has consistently provided civil engineering services to public sector clients throughout California since 1945. This means our clients receive the benefit of a financially stable firm that has withstood many diverse economic times. WEBB is a mid-size consulting firm with offices in Riverside, Palm Desert, and Murrieta to best meet the needs of all of our clients. WEBB has over 170 associates and the in-house expertise to address the needs of cities, water and special districts, counties, regional agencies, and our partner firms within the industry. WEBB offers a broad range of services to meet the objectives of our clients which include project development, planning, design, entitlement, funding, permitting, construction management, and inspection.

---

## SERVICE DEPARTMENTS

- **Traffic and Transportation Engineering**
- Municipal Engineering
- Construction Management and Inspection
- Land Development Engineering
- Stormwater Engineering
- Planning and Environmental
- Land Survey and Mapping Services
- Landscape Architecture
- Geographic Information Systems

## OWNER AND PRINCIPAL PARTIES

- Matthew Webb, PE, TE, LS - President/CEO
  - Scott Webb - Chief Financial Officer
  - Steve Webb - Director of Risk Management
  - Mohammad Faghihi, PE - Chief Operations Officer
  - Kevin W.M. Ferguson - Chief Development Officer
  - Sam Gershon, RCE - Senior Vice President
  - Scott Hildebrandt, PE - Senior Vice President
  - Bruce Davis, PE - Senior Vice President
  - William T. Malone, PE, PMP - Vice President
  - Brian Knoll, PE - Vice President
  - Dilesh Sheth, PE, TE - Vice President
  - Stephanie Standerfer - Vice President
  - Jason Ardery, PE, TE, LLS, CPESC, QSD - Vice President
  - Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP - Director
- 

## FIRM SPECIFICS

# 1945

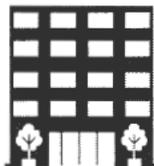
Founding Year

# 170

Number of Employees

# 53

Professional Licenses



### Corporate Headquarters:

3788 McCray Street  
Riverside, CA 92506  
951.686.1070



### Palm Desert Office:

41-990 Cook St., Bldg. I-801B  
Palm Desert, CA 92211  
951.686.1070



### Murrieta:

41870 Kalmia Street #160  
Murrieta, CA 92562  
951.686.1070

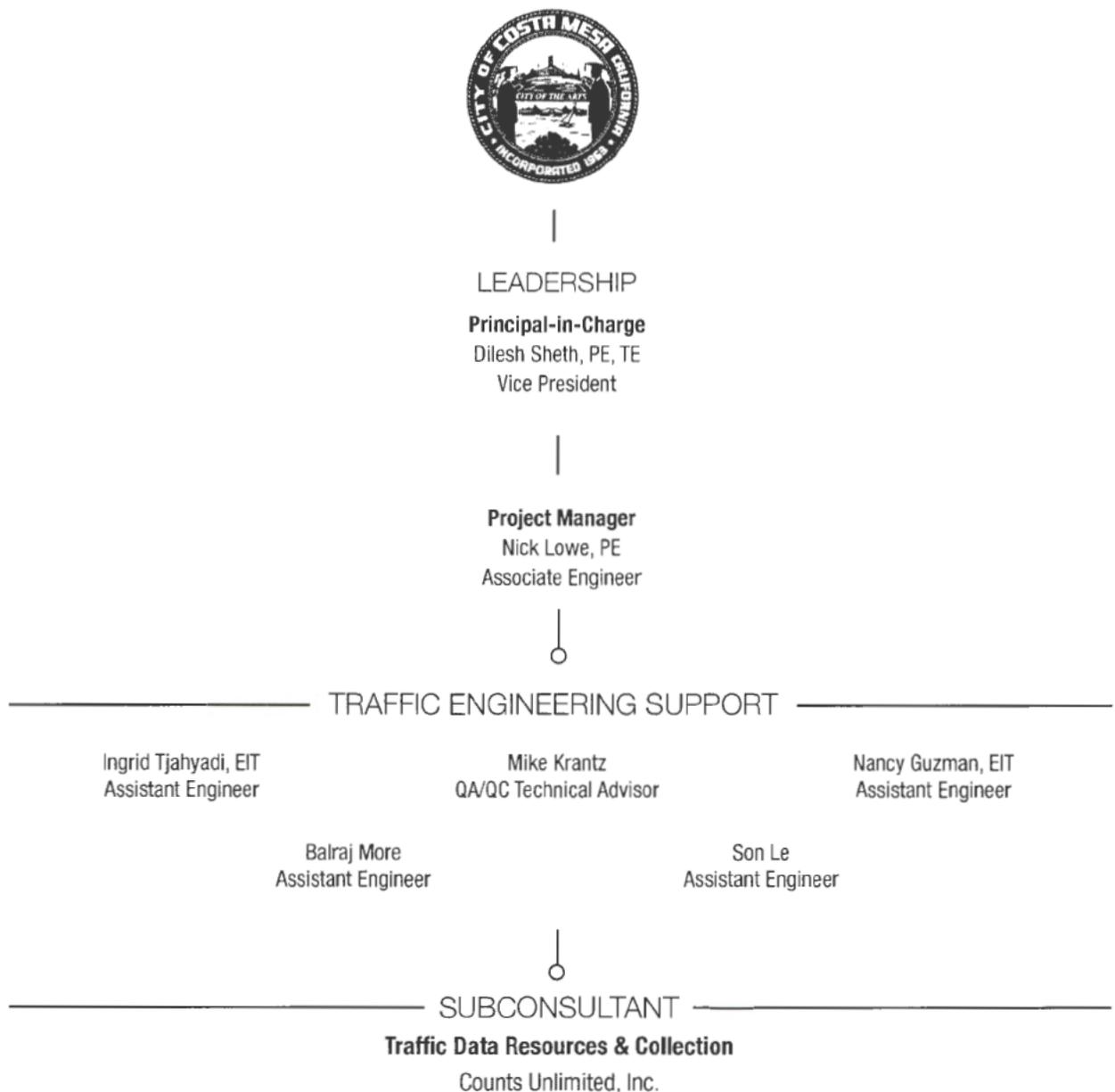
## SECTION 2 - KEY PERSONNEL

---

Knowledge, experience, and responsiveness are key elements of a strong team needed to exceed the goals and expectations of the City's projects. WEBB's Traffic and Transportation Team has the ability to deliver these key elements to all your projects. Our team has the experience needed to handle multiple tasks at the same time and the capability to target our skill sets to each task. This translates into a quick turn-around, efficient execution, and better time management.

All work performed will be under the direction of WEBB's Principal-in-Charge and Program Manager, **Dilesh Sheth, PE, TE**, who is a licensed engineer with the California Board for Professional Engineers, Land Surveyors, and Geologists. Dilesh's primary responsibility will be to work with City Staff to achieve the goals of the council, staff, and all constituents. He will work closely with all council and commission members to assess each situation and/or project and create a proactive, creative, and fiscally responsible project plan for each.

The following chart provides an overview of key personnel who will be responsible for the City's projects.



## PERSONNEL RESUMES



### **Dilesh Sheth, PE, TE**

Vice President

Registered Civil Engineer 65078 (CA)  
Registered Civil Engineer 14934 (NM)  
Registered Traffic Engineer 2112 (CA)

#### **EDUCATION**

BS, Civil Engineering, University of Saurashtra, Rajkot, India

#### **AFFILIATIONS**

American Public Works Association, (APWA) Coachella Valley

---

Dilesh Sheth, Vice President and Director of the Traffic & Transportation Department at WEBB, assists public and private clients present findings and recommendations on a wide range of projects to elected officials, municipal commissions, community groups, and the general public.

Dilesh has coordinated projects with Caltrans and numerous counties, cities, flood control districts, utility companies, residential, and business owners throughout Inland Southern California. He focuses on mastering agency requirements and goals, enabling him to balance community and local jurisdiction needs to bring positive solutions to difficult situations and projects.

Dilesh's technical experience includes highway design, intersection and interchange improvements, street widening, alignment studies, and geometrics' drawings. His recent projects include roadway design, freeway ramp improvements, residential development street design, traffic signal design, traffic control plans, signing and striping plans, pedestrian and bike facilities, and site access evaluation. Other work includes intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, parking demand analysis, transportation demand management plans, focused site specific traffic studies, and area-wide circulation studies.

Dilesh is a registered civil engineer in California and New Mexico and a registered traffic engineer in California. He is the President of the American Public Works Association Coachella Valley Branch and is past President of the Riverside/San Bernardino County Institute of Traffic Engineers.

---

### **Relative Project Experience**

**On-Call Traffic Engineering Services, City of Palm Springs** - Dilesh serves as Project Manager for the City of Palm Springs' On-Call Traffic Engineering Services Contract. WEBB is currently providing traffic engineering services to assist in completing City projects, grant funding, and resolving traffic and transportation issues throughout the City. WEBB provided traffic and transportation engineering services for the following projects:

- **Highway Safety Improvement Program:** WEBB applied for federal funding through Caltrans' HSIP in 2015 and 2016 for the City of Palm Springs. The City was granted \$6,382,700 in federal funding without the need for matching funds. The grants are to upgrade 33 signalized intersections throughout the City to enhance safety using advanced dilemma zone detection, protected left-turn phasing, traffic signal pole modifications, and flashing beacons. WEBB studied city-wide historical collision data using the Statewide Integrated Traffic Records System and a review of existing conditions to determine appropriate countermeasures for each high-incidence location. WEBB's proposed countermeasures resulted in a benefit/cost ratio of 14.48 that virtually guaranteed application success
- **Intersection Warrants and Speed Surveys:** WEBB provided multi-way stop sign warrants, traffic signal warrants, and speed survey reports for the City at various locations. The reports validate traffic concerns at intersections and roadways to help improve the City's transportation network

## Dilesh Sheth, PE, TE

Vice President

- **Bike Lanes:** WEBB designed and prepared signing and striping plans for approximately 15 miles of Class II and Class III bike lanes throughout the City
- **Gene Autry Trail Median:** The City hired WEBB to prepare street, traffic signal, and signing & striping plans to construct a raised median and add left turn lanes at the intersection of Gene Autry Trail and Vista Chino, which is part of Caltrans' SR-111. WEBB provided field survey services to provide accurate improvement plans to the City. WEBB also prepared an air quality report and a cultural resources study per the Caltrans Standard Environmental Reference Document

**On-Call Traffic Engineering Services, City of Lake Elsinore** - Dilesh serves as the Project Manager for the On-Call Traffic Engineering Services Contract for the City of Lake Elsinore. WEBB provides support to City Staff and assists in resolving traffic and transportation projects and concerns within the City. WEBB provided traffic and transportation engineering services for the following projects:

- **Highway Safety Improvement Program Grant Application (Cycle 8):** WEBB applied for federal funding through Caltrans' HSIP in 2016 for the City of Lake Elsinore. The City was awarded \$825,300 to install advanced dilemma zone detection, flashing beacons, and left turn phasing at eight signalized intersections without any matching funds. WEBB sorted through city-wide historical collision data using Statewide Integrated Traffic Records System and conducted field reviews of the high-incident intersections to determine countermeasures. The application resulted in a very high benefit/cost ratio of 13.21
- **Caltrans Systemic Safety Analysis Report Program:** WEBB applied for and received funding for the Caltrans Systemic Safety Analysis Report Program in 2016 for the City. The City was awarded \$55,000 to prepare the report with \$5,500 in matching funds
- **Striping Improvements:** WEBB prepares signing & striping plans for known "trouble spots", slurry seal projects, and bike lanes. WEBB designs the plans to enhance safety and traffic operations while adding to the City's budding bike lane network
- **Railroad Canyon Road Interchange Monitoring System:** WEBB worked with City Staff, Caltrans, and McCain, Inc. to design and install traffic monitoring cameras and a communications system for five intersections at the Railroad Canyon Road/I-15 Interchange. WEBB and City Staff can now monitor traffic in real-time at those intersections and modify signal timings when needed
- **Traffic Control Plan Check:** WEBB receives and plan checks all submitted temporary traffic control plans for impending construction projects to ensure conformance with the latest edition of the California MUTCD. WEBB works with the City and the applicant to provide safe working areas for workers and the traveling public
- **Speed Surveys:** WEBB conducted speed surveys on 44 roadway segments throughout the City to update the posted speed limits and ensure the continuation of legal speed enforcement
- **School Zones:** WEBB procured and installed speed feedback signs at all schools within the City's limits to further reinforce the locations of school zones. WEBB also observes school drop-off and pickup times and procedures and works with school staff to determine safety and operational improvements



## Nick Lowe, PE

Associate Engineer

Registered Civil Engineer 87666 (CA)

### EDUCATION

MS, Civil Engineering, University of Southern California  
BS, Civil Engineering, Stevens Institute of Technology

### AFFILIATIONS

Institute of Transportation Engineers (ITE)  
American Society of Civil Engineers (ASCE)  
Intelligent Transportation Society of California (ITS)

Nick Lowe, an Associate Engineer in WEBB's Traffic and Transportation Department, assists clients with traffic signal upgrades, signing and striping modifications, and pavement improvements. He also develops temporary traffic control plans for construction - working closely with public agencies, contractors, and construction managers to safely expedite projects while minimizing impacts to traffic and businesses. In addition, Nick assists other engineers on street improvements, street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program, which assists in transportation improvements for constrained travel areas and parking lots. With increasing traffic pressure amid booming growth throughout Inland Southern California cities, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is currently pursuing his Professional Traffic Engineer's License and is active in several industry associations.

## Relative Project Experience

**On-Call Traffic Engineering Services, City of Lake Elsinore** - Nick serves as the Project Engineer for the On-Call Traffic Engineering Services Contract for the City of Lake Elsinore. WEBB provides support to City Staff and assists in resolving traffic and transportation projects and concerns within the City. WEBB provided traffic and transportation engineering services for the following projects:

- **Speed Surveys:** WEBB conducted speed surveys on 44 roadway segments throughout the City to update the posted speed limits and ensure the continuation of legal speed enforcement
- **Traffic Control Plan Check:** WEBB receives and plan checks all submitted temporary traffic control plans for impending construction projects to ensure conformance with the latest edition of the California MUTCD. WEBB works with the City and the applicant to provide safe working areas for workers and the traveling public
- **Striping Improvements:** WEBB prepares signing & striping plans for known "trouble spots," slurry seal projects, and bike lanes. WEBB designs the plans to enhance safety and traffic operations while adding to the City's budding bike lane network
- **School Zones:** WEBB procured and installed speed feedback signs at all schools within the City's limits to further reinforce the locations of school zones. WEBB also observes school drop-off and pickup times and procedures and works with school staff to determine safety and operational improvements

**Palm Springs 2016 HSIP Application, City of Palm Springs** - WEBB researched possible traffic safety issues within the City and prepared applications for traffic safety improvements. The City was granted \$6,382,700 in federal funding without the need for matching funds. The grants are to upgrade 33 signalized intersections throughout the City to enhance safety using advanced dilemma zone detection, protected left-turn phasing, traffic signal pole modifications, and flashing beacons. WEBB studied city-wide historical collision data using the Statewide Integrated Traffic Records System and a review of existing conditions to determine appropriate countermeasures for each high-incidence location. WEBB's proposed countermeasures resulted in a benefit/cost ratio of 14.48 that virtually guaranteed application success.



**Mike Krantz**  
Designer

Mike Krantz, a Designer in WEBB’s Traffic and Transportation Department, has more than 29 years of experience in traffic signal maintenance, construction inspection, and traffic signal design with the County of Riverside. He has worked as a lead Traffic Signal Technician responsible for maintaining over 200 traffic signals in the County of Riverside. Mike also has experience as a Principal Construction Inspector responsible for new construction of traffic signals, roadway reconstruction, storm drain projects and bridge construction, and has also served as a Principal Engineering Technician designing new traffic signals, plan checking, and training staff in transportation and traffic related work.

**Relative Project Experience**

- Ethanac Signal Modification & Street Light, Emarra, LP
- HSIP Traffic Signal Improvements (HISP Cycle 8), City of Cathedral City
- Highway 111 Improvements, County of Riverside
- Street Improvement Plans Thermal, County of Riverside Transportation Department
- Calhoun Street Improvements, City of Indio Public Works



**Ingrid Tjahyadi, EIT**  
Assistant Engineer

**EDUCATION**

BS, Electrical Engineering/Control Systems  
California State University - Long Beach

Ingrid Tjahyadi, an Assistant Engineer in WEBB’s Traffic and Transportation Department, has more than a decade of experience in traffic engineering, specifically designing temporary traffic control plans, signing & striping plans, and signal plans. Ingrid excels at coordinating with public agencies and interfacing with clients to maintain good relationships.

Ingrid is experienced in maintaining city infrastructure by ensuring the streets were safe and clean, and that traffic devices were operating effectively. She has worked with law enforcement to solve traffic congestion, manage radar speed sign installation, and evaluate historical traffic collisions to reduce their number in the future. Ingrid has additional experience with issuing encroachment permits, checking traffic plans, analyzing sight distances, and determining whether stop signs or traffic signals are warranted. She is currently pursuing her professional traffic engineer’s license.

**Relative Project Experience**

- City of Banning Traffic Engineering Services, City of Banning Public Works
- Cathedral City Misc Traffic Services, City of Cathedral City
- Ethanac Signal Modification & Street Light, Emarra, LP
- HSIP Traffic Signal Improvements (HISP Cycle 8), City of Cathedral City
- Madison Street Improvement Project, City of Indio Public Works



**Nancy Guzman, EIT**  
Assistant Engineer

**EDUCATION**

BS, Civil Engineering, California State Polytechnic University, Pomona

**AFFILIATIONS**

Institute of Transportation Engineers (ITE)  
American Society of Civil Engineers (ASCE)  
Intelligent Transportation Society of California (ITS)

---

Nancy Guzman, an Assistant Engineer in WEBB's Traffic and Transportation Department, assists clients with traffic impact studies, traffic modeling, shared parking analysis, analytical research, and pedestrian and bicycle planning. With more than four years of experience in the transportation and planning industry, Nancy has worked on a variety of transportation studies throughout Southern California.

In addition, Nancy assists other engineers on street improvements, street light installations, sewer and water plans, and expert witness testimony. She is also well-versed in the AutoTURN vehicle simulation program, which assists in transportation improvements for constrained travel areas and parking lots. With increasing traffic pressure amid booming growth in Inland Southern California cities, Nancy's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life.

Nancy is currently pursuing her Professional Traffic Engineer's License and is active in several industry associations.

---

**Relative Project Experience**

- Cathedral City Misc Traffic Services, City of Cathedral City
- HSIP Traffic Signal Improvements (HISP Cycle 8), City of Cathedral City
- Lake Elsinore On-call Services, City of Lake Elsinore
- Yucca Valley HSIP Application, Town of Yucca Valley
- North Palm Canyon Corridor Crosswalk, City of Palm Springs
- Palm Springs 2016 HSIP Application, City of Palm Springs
- City of Palm Springs On-call Services, City of Palm Springs



**Son Le**  
Assistant Engineer

**EDUCATION**  
BS, Civil Engineering & Transportation  
California State University, Long Beach

Son Le is a dedicated engineer with a superb work ethic and customer satisfaction record. His roles have included working on projects independently to completion or as a member of a professional engineering team. Son's background knowledge and experience is weighted toward relevant safety standards pertaining to civil engineering, particularly with respect to transportation safety. He also has experience in designing temporary traffic control, signals, street lighting modifications, and restriping of streets.

**Relative Project Experience**

- Ethanac Signal Modification & Street Light, Emarra, LP
- HSIP Traffic Signal Improvements (HISP Cycle 8), City of Cathedral City
- Traffic Impact Analysis Proposed Casino, Cathedral City, Analytical Environmental Services
- Highway 111 Improvements, County of Riverside



**Balraj More**  
Assistant Engineer

**EDUCATION**  
BE, Civil Engineering, University of Pune  
MS, Civil Engineering, University of Southern California

**AFFILIATIONS**  
Institute of Transportation - Riverside-San Bernardino Section (RSBITE)  
Institute of Transportation Engineers, SoCal Chapter (ITE)  
Advancing Women in Transportation, LA Chapter (WTS)

Balraj More, an Assistant Engineer in WEBB's Traffic and Transportation Department, has experience in traffic engineering, transportation modeling, active transportation, and transportation planning. Balraj assists clients with traffic impact studies, traffic modeling, shared parking analysis, analytical research, and pedestrian and bicycle planning. Prior to joining WEBB in 2017, he worked on the Intelligent Transportation Engineering Project, Active Transportation Modeling, and various CTP and MTP development projects for various public agencies. He is passionate about the future of transportation and transportation developments.

**Relative Project Experience**

- Traffic Impact Analysis Proposed Casino, Analytical Environmental Services, Cathedral City
- Lake Elsinore On-call Services, City of Lake Elsinore
- HSIP Traffic Signal Improvements (HISP Cycle 8), City of Cathedral City
- Caltrans SSARP Grant and General Fund, City of Lake Elsinore Public Works

## SECTION 3 - PROJECT EXPERIENCE

We provided you a selection of project experience with similar public agencies to serve as a sample of our experience. We encourage the City to contact our references to discuss any questions you may have regarding our team, responsiveness to our client needs, efficiency of our team, and quality of our work.



### ON-CALL TRAFFIC ENGINEERING SERVICES

**CLIENT:**  
City of Lake Elsinore  
130 S. Main Street  
Lake Elsinore, CA 92530

**CLIENT CONTACT:**  
Brad Fagrell, PE  
City Engineer  
951.674.3124  
bfagrell@lake-elsinore.org

**YEARS OF SERVICE:**  
2014 - Present

**PROJECT TEAM:**  
Program Manager  
Dilesh Sheth, PE, TE  
Associate Engineer  
Nick Lowe, PE  
Assistant Engineers  
Nancy Guzman, EIT  
Balraj More  
Sub-consultant  
Counts Unlimited, Inc.

WEBB provides on-call traffic engineering services to the City of Lake Elsinore to support City Staff and resolve traffic and transportation projects and concerns within the City. The scope of services includes traffic impact analyses, traffic studies, and traffic control plan checks. Additional services include:

- Highway Safety Improvement Program Grant Application (Cycle 8): WEBB researched possible traffic safety issues within the City and prepared applications for traffic safety improvements in the amount of \$825,300 without any matching funds
- Systemic Safety Analysis Report Program: Awarded \$55,000 to prepare report with \$5,500 in matching funds
- Speed Surveys: WEBB conducted speed surveys on 44 roadway segments throughout the City to update the posted speed limits and ensure the continuation of legal speed enforcement
- Traffic Control Plan Check: WEBB receives and plan checks all submitted temporary traffic control plans for impending construction projects to ensure conformance with the latest edition of the California MUTCD. WEBB works with the City and the applicant to provide safe working areas for workers and the traveling public
- Striping Improvements: WEBB prepares signing & striping plans for known "trouble spots," slurry seal projects, and bike lanes. WEBB designs the plans to enhance safety and traffic operations while adding to the City's budding bike lane network
- School Zones: WEBB procured and installed speed feedback signs at all schools within the City's limits to further reinforce the locations of school zones. WEBB also observes school drop-off and pickup times and procedures and works with school staff to determine safety and operational improvements



## ON-CALL TRAFFIC ENGINEERING SERVICES

**CLIENT:**  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

**CLIENT CONTACT:**  
Thomas Garcia  
Director of Engineering Services  
760.322.8339  
thomas.garcia@palmspringsca.gov

**YEARS OF SERVICE:**  
2014 - Present

**PROJECT TEAM:**  
Program Manager  
Dilesh Sheth, PE, TE  
Associate Engineer  
Nick Lowe, PE  
Designer  
Mike Krantz

Assistant Engineers  
Ingrid Tjahyadi, EIT  
Nancy Guzman, EIT  
Son Le  
Balraj More

Sub-consultant  
Counts Unlimited, Inc.

WEBB is currently providing on-call traffic engineering services to the City of Palm Springs to assist in completing City projects, grant funding, and resolving traffic and transportation issues throughout the City. WEBB provided traffic and transportation engineering services for the following projects:

- **Bike Lanes:** WEBB designed and prepared signing & striping plans for approximately 15 miles of Class II and Class III bike lanes throughout the City
- **Highway Safety Improvement Program Grant Application (Cycle 7 & 8):** WEBB researched possible traffic safety issues within the City and prepared an application for \$3,325,200 for traffic safety improvements, \$2,686,600 for intersection improvements, and \$370,900 for the Gene Autry Trail safety improvements. All applications were approved in full and the City will be using the HSIP Grant Money for safety improvements
- **Intersection Warrants and Speed Surveys:** WEBB provided multi-way stop sign warrants, traffic signal warrants, and speed survey reports for the City at various locations. The reports validate traffic concerns at intersections and roadways to help improve the City's transportation network
- **Gene Autry Trail Median:** The City hired WEBB to prepare street, traffic signal, and signing & striping plans to construct a raised median and add left turn lanes at the intersection of Gene Autry Trail and Vista Chino, which is part of Caltrans' SR-111. WEBB provided field survey services to provide accurate improvement plans to the City. WEBB also prepared an air quality report and a cultural resources study per the Caltrans Standard Environmental Reference Document



## ON-CALL TRAFFIC ENGINEERING SERVICES

**CLIENT:**  
County of Riverside  
Transportation Department  
3525 14th Street  
Riverside, CA 92501-3813

**CLIENT CONTACT:**  
Lawrence Tai, TE  
Engineering Division Manager  
951.955.6816  
ltai@rctlma.org

**YEARS OF SERVICE:**  
2014 - Present

**PROJECT TEAM:**  
Program Manager  
Dilesh Sheth, PE, TE  
Associate Engineer  
Nick Lowe, PE  
Designer  
Mike Krantz  
Sub-consultant  
Counts Unlimited, Inc.

WEBB has been providing on-call traffic and transportation engineering services to assist the County in collaborating with Caltrans and Riverside County Transportation Commission (RCTC) to resolve traffic and transportation issues and improve the County's network since 2003. We have been issued approximately 20 task orders. Our depth of technical staff and understanding of transportation department needs has led to our success in providing services on time and within budget. Principle responsibilities include:

- Prepare traffic signal, signing & striping, and traffic control plans
- Prepare street improvement and storm drain plans
- Prepare traffic impact analysis
- Prepare specifications, designs, cost estimates, bid proposals, and legal descriptions
- Serve as a Project Manager for the Capital Improvement Projects
- Represent the County in meetings with contractors, developers, consultants, utilities, and others
- Provide coordination with Caltrans, RCTC, Flood Control Districts, and other agencies



## ON-CALL TRAFFIC ENGINEERING SERVICES

**CLIENT:**  
City of Cathedral City  
68700 Avenida Lalo Guerrero  
Cathedral City, CA 92235

**CLIENT CONTACT:**  
John Corella, PE  
City Engineer  
760.770.0327  
jcorella@cathedralcity.gov

**YEARS OF SERVICE:**  
2016 - Present

**PROJECT TEAM:**  
Program Manager  
Dilesh Sheth, PE, TE  
Associate Engineer  
Nick Lowe, PE  
Assistant Engineers  
Ingrid Tjahyadi, EIT  
Nancy Guzman, EIT  
Balraj More

Sub-consultant  
Counts Unlimited, Inc.

WEBB is currently providing on-call traffic engineering services to assist the City of Cathedral City in support of various city projects including federally funded initiatives. In collaboration with the City, Caltrans, and other agencies, WEBB has improved the City's transportation network. Recent services include:

- **Highway Safety Improvement Program Grant Application (Cycle 8):** WEBB successfully applied for federal funding through Caltrans' HSIP in 2016 for Cathedral City. The City was awarded \$1,674,000 to install advanced dilemma zone detection and countdown pedestrian signal heads at 20 signalized intersections. The upgrades will be done without the need for any matching funds from the City. WEBB sorted through city-wide SWITRS collision data and took inventory of existing traffic signal equipment to decide on appropriate countermeasures for high-occurrence locations. The application resulted in a very high 11.93 benefit/cost ratio

# SECTION 4 - HOURLY RATES

---

Key Personnel	Role & Responsibility	Billout Rate/Hour
Dilesh Sheth, PE, TE	Principal-in-Charge	\$200
Nick Lowe, PE	Program Manager	\$150
Mike Krantz	Senior Engineer	\$150
Ingrid Tjahyadi, EIT	Assistant Engineer	\$110
Nancy Guzman, EIT	Assistant Engineer	\$110
Son Le	Assistant Engineer	\$110
Balraj More	Assistant Engineer	\$110

## **SECTION 5 - PROFESSIONAL SERVICES AGREEMENT**

---

WEBB complies with the sample Professional Services Agreement provided and has no exceptions or conditions.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

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

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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

**BACKGROUND**

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

**PURPOSE**

It is the purpose of this Policy to:

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

**POLICY**

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

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

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

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.