

## AGREEMENT FOR ON-CALL PROFESSIONAL DESIGN SERVICES

THIS AGREEMENT is made and entered into on this 19<sup>th</sup> day of May, 2015 (“Effective Date”), by and between the City of Manhattan Beach, a municipal corporation (“City”) and PENCO Engineering, Inc., a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

### RECITALS

- A. City issued Request for Proposals No. 1027-15 for On-Call Professional Design Services (the “RFP”).
- B. In response to the RFP, Consultant submitted a proposal dated February 26, 2015 (the “Proposal”), which proposal is incorporated herein by this reference.
- C. City desires to use the services of Consultant as an independent contractor to provide the on-call professional design services described in the RFP.
- D. Consultant represents that it is qualified and able to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- E. City desires to retain Consultant and Consultant desires to perform these services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

#### Section 1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. On-Call Services. Consultant acknowledges that (i) this Agreement is for *on-call* services; (ii) Consultant is one of three firms selected by City to provide the Services; (iii) City is under no obligation to assign any Services to Consultant pursuant to this Agreement; and (iv) any assignments to Consultant pursuant to this Agreement may not include all of the Services listed in the Scope of Services.

C. Assignment of Task. Assignments will be made via Task Order. Prior to issuing a Task Order, City will request a project specific proposal from Consultant. If City accepts the proposal City will issue the Task Order, assigning the task to Consultant. Consultant shall not commence performance of work or services until issued a Task Order by City.

D. Time for Performance. Consultant shall commence the Services upon issuance of a Task order pursuant to paragraph C of this Section 1. Consultant shall perform all Services by the deadline established in the Task Order or, if no deadline is established, with reasonable diligence.

E. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

F. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

G. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

H. Prevailing Wage. Consultant acknowledges that some of the Services assigned to Consultant pursuant to a Task Order, including but not limited to inspection and land surveying work, may constitute “public works”, as that term is defined in California Labor Code Section 1720. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto

Section 2. Term of Agreement. This term of this Agreement shall be from the Effective Date through May 4 2017, unless earlier terminated as provided in Section 12 of this Agreement. City shall have the option, in its sole discretion, to extend the term for one additional year.

Section 3. Compensation.

(a) Total compensation paid to Consultant pursuant to this Agreement shall not exceed the sum of \$300,000, or such lesser amount as may be specified in the approved Task Order(s) issued pursuant to paragraph C of Section 1. The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(b) The method of payment for this Agreement will be based on lump sum. The total lump sum price paid Consultant will include compensation for all work and deliverables, including travel and equipment, described in the approved Task Order. No additional compensation will be paid to Consultant in excess of the amount set forth in the approved Task Order, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by Task Order amendment approved by City.

(c) Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Task Order, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 12 - Termination.

(d) No payment will be made prior to approval of any work, or for any work performed prior to City issuance of a Task Order for such work.

(e) Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal or as otherwise directed by the Contract Administrator, and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions this Agreement. The final invoice should be submitted within 60-calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

Joe Parco, P.E.  
City Engineer  
3621 Bell Avenue  
Manhattan Beach CA 90266

(f) Unless expressly provided for in the approved Task Order, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant that are not expressly authorized by the approved Task Order will not be reimbursed by City.

Section 4. Independent Contractor. The Parties agree, understand, and acknowledge that Consultant is not an employee of the City, but is solely an independent contractor. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide Workers' Compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. As such, Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own Workers' Compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. 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 indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. 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 Section 4.

Section 5. Assignment. This Agreement shall not be assigned, in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 6. Responsible Principals.

Consultant's responsible principal, Jeffrey M. Cooper, P.E. shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. There shall be no change in Consultant's Responsible Principal or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement, without prior written approval by City's Contract Administrator.

(a) City's Responsible Principal (also known as "Contract Administrator" shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 7. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 8. Permits and Licenses. Consultant shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 9. Interests of Consultant.

(a) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

(b) Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Consultant warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 10. Insurance. [Check if Applicable]

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. **[X]** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant.

2. **[X]** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Services required by this Agreement.

3. **[X]** Workers' Compensation insurance as required by the State of California.

4. **[X]** A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials,

employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Consultant's insurance and shall not contribute with it.

3. 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.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail thirty (30) days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Consultant shall within two (2) business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Consultant shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Consultant shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

#### Section 11. Indemnification.

(a) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

(b) Other Indemnities.

1. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and 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 shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may 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 Subparagraph B. 2).

3. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

(c) Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 11, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

(d) Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

(e) Survival of Terms. The indemnification in this Section 11 shall survive the expiration or termination of this Agreement.

#### Section 12. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Consultant written notice. Upon receipt of that notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall



have no other claim against City by reason of such termination, including any claim for compensation.

Section 13. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Services.

Section 14. Information and Documents.

(a) Consultant covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Consultant's permission.

(d) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said

books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(e) Consultant's covenants under this Section shall survive the termination of this Agreement.

Section 15. Default.

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Consultant with written notice of the default. Consultant shall have ten (10) days after service upon it of such notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 16. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

Section 17. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Consultant must be made in writing and approved by both Parties.

Section 19. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

Section 20. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

Section 21. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

Section 22. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party’s regular business hours or by facsimile before or during the receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Attn: Mark Danaj, City Manager

If to Consultant: PENCO Engineers. Inc.  
16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
Attn: Jeffrey M. Cooper.

Section 23. Attorneys’ Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys’ fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Section 25. Amendment.

This Agreement may be amended or modified only by mutual written agreement of the parties. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City’s Contract Administrator.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 28. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, including Contractor's Proposal, the provisions of this Agreement shall prevail.

Section 29. Federal Provisions. The provisions set forth in **Exhibit C** are incorporated herein as though set forth in their entirety. Notwithstanding Section 28 of this Agreement, in the event of any discrepancy between the express provisions of this Agreement and the provisions of **Exhibit C**, the provisions of **Exhibit C** shall prevail.

Section 30. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 31. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

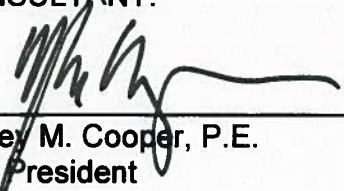
Section 33. Diligent Performance. For and in consideration of the payments to be made, conditions mentioned, and work to be performed; City and Consultant each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONSULTANT:

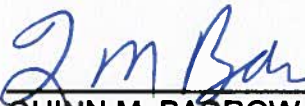
\_\_\_\_\_  
Mark Danaj  
City Manager

\_\_\_\_\_  
  
Jeffrey M. Cooper, P.E.  
Vice President

ATTEST:

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
QUINN M. BARROW  
City Attorney

## EXHIBIT A

### STATEMENT OF WORK

#### Scope of Work

The Scope of Work shall include, but not limited to the following tasks:

In general, the Consultant shall perform civil engineering design services resulting in contract documents (plans, specifications and cost estimates) for various projects on an as-needed basis. The Consultant shall provide a detailed schedule of the assigned project upon issuance of Notice to Proceed of that particular project. The Consultant shall also provide all field survey works required to complete the designs.

The Consultant's services shall include, but are not limited to, the following:

1. Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions.
2. Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project.
3. Conduct an environmental assessment for each project and prepare all documentation required to comply with the California Environmental Quality Act (CEQA).
4. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88. All survey field notes shall be on forms provided by the City, shall be neatly completed in pencil, and shall become property of the City upon completion of the project. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.
5. Complete the design of projects including plans, specifications, and engineer's construction cost estimate. The Consultant shall contact manufacturers and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.
6. All preliminary and bid sets of plans shall be plotted on bond or velum using the AutoCAD program. All drawings shall be completed per the City of Manhattan Beach CADD Standards
7. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer in responsible-charge of the project. These signed originals will then become the property of the City.
8. The Consultant shall provide support services during the bidding and construction phases of the project, including:
  - A. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
  - B. The Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.

- C. The Consultant shall respond to written Requests for Information (RFI) to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
  - D. The Consultant shall provide periodic field reviews and bring to the attention of the City of Manhattan Beach any defects or deficiencies in the work by the construction contractor which the Consultant may observe. The Consultant shall have no authority to issue instruction on behalf of the City of Manhattan Beach, or to deputize another to do so.
9. Upon the completion of construction, as-builts shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of as-built mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats) of the final as-built drawings via CD or e-mail.
  10. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor quality work will not be accepted. The Consultant will need to revise the documents within a revised schedule set by the City, which may require overtime. No additional regular or overtime hours shall be approved for the required revisions.
  11. Attend meetings with the City staff as required.
  12. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies
  13. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

a) Preliminary Design

Review available record plans, existing/proposed conditions and requirements.

Attend the Field Review Meeting; prepare Field Review Report

Conduct a field survey in order to confirm the accuracy of any existing drawings, surveys, streets, and utility locations data obtained. Consultant is expected to conduct additional surveys based on the project requirements.

b) Development of Detail Plans, Specifications and Estimate (PS&E):

All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of Caltrans and the City, and shall be made available to the City at stages specified in the milestone schedule and upon request.

Construction plans shall adhere to City of Manhattan Beach Standard Construction Drawing standards. The Consultant shall produce, at the Consultant's sole cost and expense, blank reproducible sample plan sheets and any needed standard drawings. Standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.

Consultant shall prepare complete contract specifications based on the Manuals/Standards section 4.2.3.

A list of contract pay items with the descriptions, item codes and estimated quantities shall be included in the front of the special provisions.

The Consultant shall prepare quantity calculations for items that are applicable to this project, and prepare cost estimates.

Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction.

Electronic files for all structural details and calculations shall be submitted at the end of the contract or when requested by the City.

All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the property of the City.

c) Environmental Documents and Permit Compliance

Specific environmental documentation work as may be required by the funding agency and the City including, but not be limited to the following: prepare Preliminary Environmental Study (PES), CEQA compliance documentation, technical studies, , NPDES permit, Regional Board Section 401 certification, any coordination as required completing the environmental NEPA and CEQA work, and any encroachment permits required for the project from agencies such as Caltrans, County of Los Angeles, the City and any other having jurisdiction.

d) Utility Research and Coordination

- (1) Research and obtain file copy of utility maps within the project limits for existing and/or proposed facilities.
- (2) Prepare preliminary plans with utility notices/questionnaires to be sent to utility companies.
- (3) Plot existing and proposed utilities in plan (and profile when applicable)
- (4) Monitor response of utility notices received by the City and then make recommendations for mitigating conflicts.
- (5) Attend coordination meetings when required regarding adjustments and relocations.
- (6) Pothole information, where required, shall be coordinated by the Consultant.

e) Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City, or by a covering change order after the award of the construction contract.

f) Construction Support Phase

- (1) All construction support work shall be coordinated with the City.
- (2) Consultant shall furnish, at the consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
- (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
- (4) Consultant is required to attend the pre-construction meeting with the successful construction contractor upon notification by the City.



(5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within one (1) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.

(6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.

(7) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

## 2. Description of Required Services

All work shall be performed in conformance with the State of California, Los Angeles County and/or City of Manhattan Beach policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

## 3. Manuals/Standards

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following as applicable:

Caltrans Highway Design Manual

Caltrans Standard Plans

Caltrans Standard Specifications

Los Angeles County Hydrology Manual

American Public Works Association Standard Specifications for Public Works Construction

American Public Works Association Standard Plans

American Water Works Association

City of Manhattan Beach Standard Plans

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

Plans for the improvements on the State Highway shall be prepared in accordance with Caltrans recommended practice for detailing and scope of work. Caltrans Standard plans shall be utilized where applicable and may be called out on the plans as reference.

Local street improvement and utility plans shall adhere to City of Manhattan Beach Standard Plans and the Standard Specifications for Public Works Construction. Plans shall be computer drafted in AutoCAD compatible format and shall adhere to the current City of Manhattan Beach Public Works Department CAD standards.

The Consultant's work will be subject to inspections by representatives of the City, County, State and FHWA.

Submittal requirements:

4. Construction plans:

a) 60% PS&E (Unchecked Details)

Unchecked plan details shall consist of 60% design and detailed plans ready for the independent design check.

Three sets (3) full size (24"x36") of design plans. The following submittals may be submitted electronically: draft SSP, preliminary quantities and estimates, pay item list, and design calculations.

b) 100% PS&E

The Consultant shall submit the following documents for review and approval:

Four sets (4) full size (24"x36") signed and sealed prints of checked design

Electronic copies of Special Provisions

Electronic copies of cost estimate and check quantity calculations

Electronic copies of design calculations

Electronic copies of design check calculations

Other reports as needed by the City of Manhattan Beach

The City will review and comment on the PS&E package as soon as possible. The turnaround goal is within four (4) weeks of receipt of the complete PS&E package. One (1) copy of those documents with comments will be returned to the Consultant.

5. Final PS&E

The Consultant shall submit the following documents for review and approval:

Electronic sets of signed final design plans

Electronic copies of signed final specifications

Electronic copies of final cost estimate and final quantity calculations

Electronic copies of final design calculations

Electronic files in its original format and in PDF of all plans, specifications, and estimates

## 6. Coordination

1. Coordination with the City, other consultants and other involved agencies will be required to achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of the contract PS&E. Coordination may include, but not be limited to, coordination with Caltrans, FHWA, Regional Water Quality Control Board and other agencies.

The City will decide the manner in which the coordination of individual matters is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require Agreement, such Agreement shall be coordinated through the City.

### a) Work To Be Performed or Provided By the City

1. Prepare and execute all utility Agreements
2. Prepare and process requests to the City
3. Distribute public information
4. Provide survey controls (bench mark and centerline monument records) necessary for design surveys
5. Advertise and award construction contracts
6. Prepare and execute Agreements with other agencies or entities
7. Administer construction contract
8. Resolve all construction claims

Upon contract award, City will:

Provide copies of record plans

Provide standard city boilerplate specifications

Furnish electronic design file with City title block and title sheet (24" x 36")

Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.

Act as a liaison with the appropriate decision making bodies.

### b) Project Progress

Progress Review Meetings shall be held at intervals deemed appropriate by the City. At or before each of these meetings, the Consultant shall furnish two (2) copies of all completed or partially completed, plans, specifications and estimates which have been developed or altered since the last Progress Review Meeting.

Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with two (2) copies of the Progress Report at least four (4) working days before the Monthly Progress Meeting.

### c) Standards of Work

## 7. Conflicts / Design Exceptions.

In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors

or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

In event that any non-standard features become necessary during the initial design, Consultant shall prepare the necessary design exceptions following Caltrans guidelines modified to fulfill requirements of compliance with approved funding. Consultant shall certify project including PS&E in accordance with Caltrans Local Assistance Procedures.

**8. Plans, Specifications and Estimates (PS&E).**

PS&E shall be prepared in English units and in conformance with the latest editions of applicable standards. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest editions of applicable standards. Consultant will furnish and compile Special Provisions to include City contract administration requirements.

**EXHIBIT B**  
**TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. This Agreement calls for services that, in whole or in part, constitute “public works” • as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor cease to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify the City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify the City.

10. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance,

including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

## EXHIBIT C

### REQUIRED FEDERAL PROVISIONS

#### ARTICLE I - CONSULTANT'S REPORTS OR MEETINGS

- A. Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. Consultant's Project Manager shall meet with City's Contract Administrator, as needed, to discuss progress on the Agreement.

#### ARTICLE II - FUNDING REQUIREMENTS

- C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- D. This Agreement is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner.
- E. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- F. City has the option to void the Agreement under the 30-day cancellation clause, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

#### ARTICLE III - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the Agreement has a DBE goal, Consultant must meet the goal by using DBEs as subcontractors or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met.

A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f). Consultant shall comply with the requirements of Exhibits 10-J and 17-F



of the Caltrans Local Assistance Procedures Manual, copies of which are attached hereto and incorporated herein.

#### ARTICLE IV - COST PRINCIPLES

- G. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- H. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- I. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

#### ARTICLE V - CONTINGENT FEE

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE VI - RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subcontractors, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

## ARTICLE VII - DISPUTES

- J. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by Consultant.
- K. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- L. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

## ARTICLE VIII - AUDIT REVIEW PROCEDURES

- M. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- N. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- O. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

## ARTICLE IX - SUBCONTRACTING

- P. Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- Q. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- R. Any substitution of subcontractors must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor.

## ARTICLE X - EQUIPMENT PURCHASE

- S. Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract

exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

- T. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- U. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- V. All subcontracts in excess \$25,000 shall contain the above provisions.

#### ARTICLE XI - INSPECTION OF WORK

Consultant and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

#### ARTICLE XII - SAFETY

- W. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- X. Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all

reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- Y. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### ARTICLE XIII - OWNERSHIP OF DATA

- Z. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Consultant shall furnish City all necessary copies of data needed to complete the review and approval process.
- AA. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- BB. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- CC. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### ARTICLE XIV - CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- DD. If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- EE. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- FF. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

GG. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### ARTICLE XV - CONFIDENTIALITY OF DATA

HH. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

II. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

JJ. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

KK. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

LL. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

MM. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than City.

#### ARTICLE XVI - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

#### ARTICLE XVII - EVALUATION OF CONSULTANT

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

## ARTICLE XVIII - STATEMENT OF COMPLIANCE

- NN. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- OO. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

## ARTICLE XIX - DEBARMENT AND SUSPENSION CERTIFICATION

- PP. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- QQ. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

RR. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### ARTICLE XX - STATE PREVAILING WAGE RATES

SS. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with the California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

TT. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### ARTICLE XXI - CONFLICT OF INTEREST

UU. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

VV. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

WW. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

XX. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

YY. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

#### ARTICLE XXII - REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## ARTICLE XXIII - NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

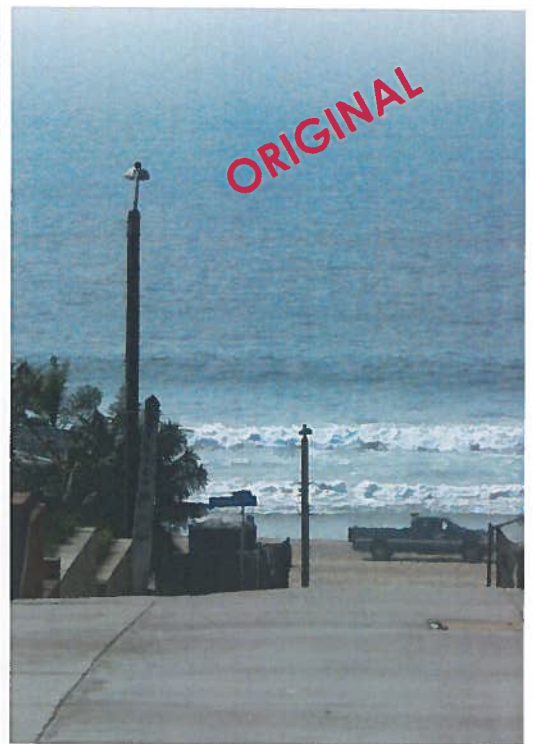
Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

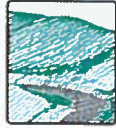
## ARTICLE XXIV – ADDITIONAL REQUIREMENTS

The completed Exhibits 10-F, 10-I, 10-01, and 10-P of the Caltrans Local Assistance Procedures Manual are attached hereto and incorporated herein.





**RFP # 1027-15**  
**ON-CALL PROFESSIONAL DESIGN SERVICES**  
**FOR THE CITY OF MANHATTAN BEACH**



**PENCO Engineering, Inc.**  
Civil Engineering  
Planning  
Surveying  
*"Client Success is Our Success"*

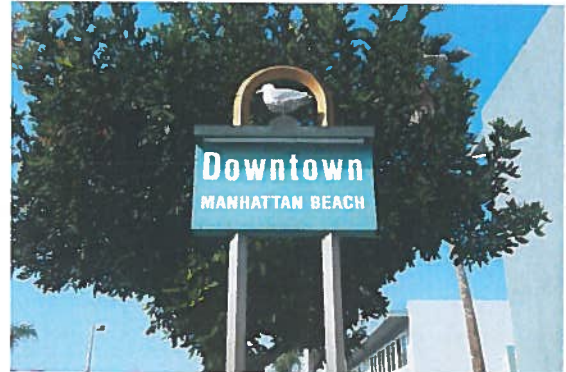
February 26, 2015

Joe Parco PE, City Engineer  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach CA 90266

RE: RFP # 1027-15- On-Call Professional Design Services

Dear Mr. Parco,

PENCO Engineering, Inc. (PENCO) is pleased to submit this Statement of Qualifications for the City of Manhattan Beach. We pride ourselves in providing creative solutions and efficient approaches to our projects. We will operate as an extension of your staff and will keep Manhattan Beach's goals for your projects always at the forefront of our decision process. We will be very responsive to the City's needs and be very communicative. Emails, phone calls, every request from the City will be responded to in a very timely manner. PENCO has reviewed the City's current CIP and we have the capabilities to complete the projects in it.



During the past 27 years PENCO has had more than 50 On-Call contracts with various agencies; 18 of which are current. PENCO has As-Needed or On-Call contracts with the following agencies: Cities of Hermosa Beach, Diamond Bar, El Monte, Pomona, Stanton, Irvine, Anaheim, Newport Beach, Menifee, Los Angeles Unified School District, Port of Long Beach, and Orange County Public Works for Transportation and Flood Control. PENCO has a proven track record of successfully being responsive and collaborative engineering partners to provide professional engineering services to Public Works agencies as indicated in our proposal by projects completed and staff experience working with Public Agencies.

For 27 years, PENCO has been delivering civil design and surveying excellence to cities throughout Southern California. PENCO principals and managers remain very involved in APWA, supporting our public works clients. In fact, proposed Principal-in-Charge Jeff Cooper is a past APWA president and QA/QC Manager George Jurica is on the Board of Directors. Jeff also attends South Bay Cities Council of Governments meetings on a regular basis. Both are incredibly hands-on principals and will be involved in your projects.

Known for his responsive management and proactive problem resolution, Project Manager Brent Chamberlain provides the City with a strong, seasoned manager who utilizes proven quality, cost, and schedule control on similar successful projects. With demonstrated success in delivering street improvement and rehabilitation projects including pavement design for public works, Brent is skilled at writing project specifications and preparing cost estimates for PS&Es. He provides high-level and personal construction administration and plan checks; and is very familiar with ADA requirements, Green Book standards, permit processing, and coordination with various government agencies including extensive proactive interaction with Caltrans.

Survey project manager J Braley brings over 40 years of experience to aid the City with the most current surveying methods. His strong background as a supervisor/lead surveyor on large infrastructure projects included mapping, map checking, and easements for public transportation, residential, and educational projects across Southern Cal-

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**"My congratulations on the outstanding work your PENCO team did on the 2013 Roadway Program... completing the project on schedule with no construction design related changes, despite many challenges to the scope. "PENCO did a very good job coordinating and designing a complex traffic phasing which also included weekend work to minimize impact on local private operators."**

Jeremy Groves, PE, PMP, LEED AP  
Program Manager, POLB

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Survey project manager J Braley brings over 40 years of experience to aid the City with the most current surveying methods. His strong background as a supervisor/lead surveyor on large infrastructure projects included mapping, map checking, and easements for public transportation, residential, and educational projects across Southern Cal-

ifornia will be very helpful for the City. I also coordinates field crews and construction staking, prepares base maps, and coordinates detailed topographic surveys.

To attain successful completion of any project, a responsive and collaborative engineering partner is necessary to provide the services, be it on

a regular schedule or on a short notice basis. To provide you with the diversity of resources, skills, and qualifications that your projects might require, we have organized a team of professionals with extensive experiences resources. This team is characterized by deep resources in all technical areas, the ability to carry projects through to completion, and a proven track record for delivering services on time and within budget.

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**"I highly recommend PENCO Engineering, who successfully completed civil engineering design and survey services on the Lincoln Avenue project."**

Natalie Meeks, Director of Public Works  
City of Anaheim

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**Company Data**

**Official name and address:**

PENCO Engineering, Inc.

Headquarter Address: 16842 Von Karman Avenue, Suite 150, Irvine, CA 92606

**Name, address, and telephone number of the Proposer's primary point of contact:**

Jeffrey M. Cooper, PE

16842 Von Karman Avenue, Suite 150, Irvine, CA 92606

949-753-8111

**Indicate what type of entity (corporation, company, joint venture, etc.):**

California Corporation

**Federal Employer I.D. Number:**

33-0364266

**The address, telephone numbers and fax numbers of each of your firm's locations:**

*Corporate Headquarters:* 16842 Von Karman Avenue, Suite 150, Irvine, CA 92606. T: 949-753-8111. F: 949-753-0775.

*Satellite offices:* 1600 Rosecrans Avenue, Media Center 4th Floor, Manhattan Beach, CA 90266. T: 310-995-9800. F: 310-545-1454.

255 E. Rincon Street, Suite 114, Corona, CA 92879. T: 951-736-2040. F: 951-736-5292.

11440 West Bernardo Court, Suite 300, San Diego, CA 92127. T: 858-753-1800. F: 858-753-1803.

**A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual:**

PENCO Engineering, Inc. is owned 100% by George Jurica, PE.

**Number of years Proposer has been in business under the present business name:**

27 years.

**Number of years of experience the Proposer has had in providing required, equivalent, or related services:**

27 years.

**All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:**

*Year started and completed:* 2012-2015

*Type of Contract:* Civil Engineering On-Call

*Contracting Agency:* Port of Long Beach

*Project Description:* Various street rehabilitation projects

*Project Manager:* Brent Chamberlain, PE

*Developer of project:* Work was completed for public entity, therefore Port of Long Beach.

*Year started and completed:* 2014-present  
*Type of Contract:* On-Call Plan Checking  
*Contracting Agency:* City of Diamond Bar and City of Menifee  
*Project Description:* Civil Engineering Plan Checking  
*Project Manager:* Brent Chamberlain, PE  
*Developer of project:* Work was completed for public entity.

*Year started and completed:* 2010-present  
*Type of Contract:* On-Call  
*Contracting Agency:* City of Lake Forest  
*Project Description:* ADA ramps  
*Project Manager:* Brent Chamberlain, PE  
*Developer of project:* Work was completed for public entity, therefore Port of Lake Forest.



*Year started and completed:* 2012-present  
*Type of Contract:* On-Call  
*Contracting Agency:* Orange County Public Works  
*Project Description:* Roadway improvements  
*Project Manager:* Brent Chamberlain, PE  
*Developer of project:* Work was completed for public entity, therefore Port of Orange County Public Works.

*Year started and completed:* 2010-present  
*Type of Contract:* On-Call  
*Contracting Agency:* City of Anaheim  
*Project Description:* Street and Survey  
*Project Manager:* Brent Chamberlain, PE  
*Developer of project:* Work was completed for public entity, therefore Port of Anaheim.

*Year started and completed:* 2009-present  
*Type of Contract:* On-Call  
*Contracting Agency:* Los Angeles Unified School District  
*Project Description:* Site improvements and Pavement  
*Project Manager:* Brent Chamberlain, PE  
*Developer of project:* Work was completed for public entity, therefore Los Angeles Unified School District.

**Any failures or refusals to complete a contract and explanation:**

N/A.

**Individuals/Firms who own an interest of 10% or greater in the proposing firm:**

N/A.

**Financial interests in other lines of business:**

N/A.

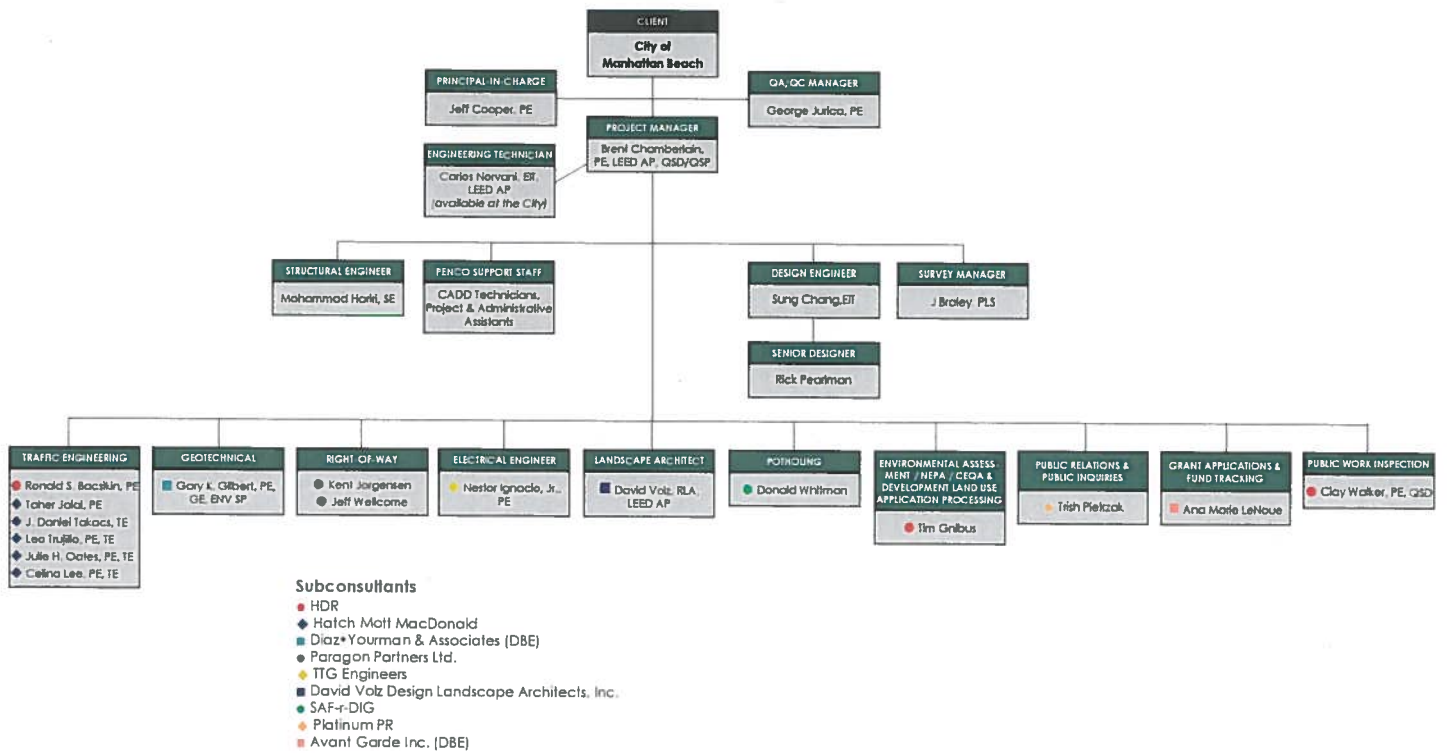
Should you have any questions or require additional information, please do not hesitate to contact us. You may reach me directly at (949) 289-5414 or via email at [jcooper@pencoeng.com](mailto:jcooper@pencoeng.com).

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jeffrey M. Cooper'. The signature is fluid and cursive, written over a white background.

Jeffrey M. Cooper, PE, Vice President  
PENCO Engineering, Inc.

2. Organizational Chart



## 2. Organizational Chart

PENCO understands and agrees with the City's wish to maintain the key personnel listed in our Org Chart. PENCO has no plans to change any personnel. Our transition plan in the event there are proposed changes in key personnel is, including subconsultants, during the term of the agreement that are outside of our firm's control or if the City request such change is as follows:

1. A request in writing will be sent to the City including the individual's resume.
2. An interview will be conducted by the City of the proposed individual.
3. Final approval will be made by the City.

We understand we should not substitute key personnel or subconsultants without prior written approval from the local agency. We understand we must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost and that our project manager must be a registered engineer in the State of California.

### **Project Management Plan (PMP) for All Projects**

Successful completion of the project will require a well-conceived management and control plan, based on past successful strategies. Mr. Brent Chamberlain, PE, Project Manager, will have responsibility for project management activities to meet the specifics for this project. The PENCO team's PMP will be the summation of PENCO's past successful strategies and Mr. Chamberlain's role as Project Manager. PENCO's PMP will include special emphasis on project communications procedures, preparation of Scope of Work, and the submittal process. Upon Notice-to-proceed (NTP), and before initiating any work, our team will prepare and submit a PMP for the City's review and approval. The specific elements of the PMP can be categorized into three key areas: Progress Report Systems, Cost/Design Schedule Control, and QA/QC. All of these we will be happy to discuss in further detail with the City.

**Project Delivery Process-** A successful project begins with an effective Scoping Meeting to establish project expectations, assumptions, scope, schedule, and budget. PENCO's staff will meet with City Staff early in the process to determine project criteria such as design criteria, engineering standards, project constraints, schedule requirements, and potential coordination with other projects within the area. This information will be used by the PENCO team to develop a concise and detailed scope of work, schedule, and budget for the project. Again, we will further discuss this with the City before work commences.

### 3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

## Jeffrey M. Cooper, PE

### Principal-in-Charge

Education:  
MS, Environmental  
Engineering, UC  
Berkeley, 1977

BS, Civil Engineering, UC  
Berkeley, 1976

Licenses & Certifications:  
• Professional Civil  
Engineer, CA #31572

Total Years Experience:  
38+

Jeff Cooper has more than 38 years of extensive professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, and water projects which have included extensive inventory work and condition assessment. He has also provided oversight for numerous municipal engineering contracts, including those for building and safety services, civil plan check services, and staff augmentation. Since 1986, Mr. Cooper has been managing technical groups, offices and regions that include project, construction, and program management, and design assignments.

Mr. Cooper has also been responsible for the management of projects for the collection, pumping, and treatment of industrial and domestic waste. His responsibilities have also included: the planning and design of numerous water main projects, including booster pump stations and reservoirs; the planning and design of numerous wastewater pump stations and sewer collectors, including conducting flow monitoring studies for infiltration/inflow analysis; master plans of drainage; Flood Insurance Studies; the design of storm drains and open-channels; plans, specifications and cost estimates for street widening and extensions, including bridge improvements; and plan checking services with respect to subdivision land development. He also has extensive experience with funding public projects and has worked extensively with finance departments.

#### Relevant Project Experience

**Hermosa Beach Sewer Service Charge Study - Hermosa Beach, CA:** Principal-in-Charge. PENCO was responsible for the analysis of the potential annexation of the City's sewer system to the County of Los Angeles. PENCO interviewed cities currently utilizing the County for maintenance of sewers through the Consolidated Sewer Maintenance District (CSMD).

**Port of Long Beach (POLB) - 2013 Slurry Seal and Rehabilitation Program & 2014 Roadway Rehabilitation Program, Long Beach, CA:** Principal-in-Charge. PENCO was selected to provide Civil Engineering and Traffic Engineering to prepare construction documents for the Port of Long Beach (POLB) for these two different projects- 2013 Slurry Seal and Pavement Rehabilitation Program and 2014 Roadway Rehabilitation Program. The 2013 project consists of 19 street segments, located throughout the Long Beach Harbor District.

**City of Diamond Bar Civil Plan Check Services, Diamond Bar, CA:** Principal-in-Charge. Completes the civil plan check services for the City of Diamond Bar. Project types include residential.

**City of Palos Verdes Estates, Fire Suppression Benefit Assessment District. Palos Verdes, CA:** Principal-in-Charge/Assessment Engineer. Mr. Cooper was responsible for the successful establishment of a citywide Fire Suppression Benefit Assessment District in 1991 and the re-establishment of the District in 1996. The District funded City's contract with the County of Los Angeles for fire suppression and paramedic services. Mr. Cooper was involved in the development of the assessment methodology and preparation of the Engineer's Report and assisted with property owner information meetings.

### 3. Resumes and Qualifications of Personnel

## Jeffrey M. Cooper, PE

Principal-in-Charge (Continued)

**City of Glendale, AB2928 Funded Street Design Projects, Glendale, CA:** Project Director. Mr. Cooper was responsible for the design survey, pavement structural section design, and the preparation of street rehabilitation, street reconstruction, curb, gutter, sidewalk, and handicap ramp reconstruction design plans, and striping plans for eight street segments totaling over 2 miles of roadway. One of the eight segments included the preparation of a Caltrans encroachment permit.

**Beach Boulevard Widening, City of Huntington Beach, CA:** Project Director. Project included design of widening improvements under the Caltrans jurisdiction and included a PS&E, surveys, striping and signing plans, utility relocations, and a Caltrans encroachment permit.

**Arterial Highway Rehabilitation of Six Streets, City of Garden Grove, CA:** Project Director. Project included a PS&E for rehabilitation of six streets. Projects were funded by the Arterial Highway Rehabilitation Program and administered by OCTA and Caltrans. Also processed AHRP funding for construction.

**City of La Palma, Moody Street Medians - La Palma Avenue to Houston Avenue, La Palma, CA:** Project Director. Mr. Cooper was responsible for the installation of 2,600 LF of 18' wide new landscaped medians, utilizing an innovative "dowel-on" curb approach to minimize design and construction costs. Improvements include full landscape and irrigation installation, an entry monument sign, special coordination with the City's Traffic Safety Committee for approval of the horizontal layouts and stamped pavement maintenance strips with special sight distance enhancement characteristics. The project also includes the reconfiguration of the roadway striping and a Type II slurry seal.

**City of Tustin, Irvine Blvd. Rehabilitation Project, Tustin, CA:** Project Director. Mr. Cooper was responsible for the design of this federally funded street rehabilitation project. Improvements include latex overlays, crack treatments, pavement reinforcing fabric, pavement reconstruction, curb and gutter repairs, the retrofitting of two signalized intersections, and special treatments due to existing raised median curbs.

**City of Menifee Civil Plan Check Services, Riverside County, CA:** Principal-in-Charge. Completes the civil plan check services for the City of Menifee. Project types include commercial, residential, industrial and parks.

**City of Fullerton, Street and Parking Lot Rehabilitation Projects, Richman Community Center Site Preparation, On-Call Engineering Services.** Project Director. As part of a 3-year on-call assignment, The team completed the preparation of PS&E documents for the parking lot rehabilitation of Hunt Branch Library and Fire Station No. 4, the site grading and utility improvements for the Valencia Community Center in Richman Park and the rehabilitation of Gilbert Street from Commonwealth to Raymer. The work included full design survey, special utility designs/coordination and the preparation of traffic control plans.



### 3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

## **George Jurica, PE** QA/QC Manager

Education:  
MBA, Construction  
Management, University  
of Denver, CO, 1983  
BS, Engineering,  
University of California,  
Los Angeles, 1972

George Jurica has vast experience in planning, design, and construction of major public works infrastructure projects across Southern California. He also has in-depth understanding of preparing PS&E and construction documents for local agency transportation projects. As a past president of ASCE Orange County Branch, George was selected to implement plan check procedures established by ASCE Plan Check Committee with input of participating cities. He chaired the committee that prepared the plan check guidelines and implemented them in Orange County Public Works and City of Irvine.

Licenses & Certifications:  
• Professional Civil  
Engineer, CA #26564

### Relevant Project Experience

Total Years Experience:  
40+

**Alley Inventory and Rehabilitation, City of Pomona, CA:** Principal-in-Charge. Mr. Jurica assisted the Project Manager in coordinating with various consultants, resource assignments, scheduling, and contract administration. This project was undertaken to provide the Pomona with a complete inventory of the City's alleys. PENCO was then awarded the Citywide Alley Improvement project, based upon our initial inventory. Data was tabulated and bound by the District. Data included AutoCAD exhibits, photos, and cost estimates for upgrading each alley. PENCO worked in conjunction with Pomona to complete this extensive improvement project that included the rehabilitation of 45/24,000 linear feet of alleys throughout Pomona.

**Port of Long Beach (POLB) - 2013 Slurry Seal and Rehabilitation Program & 2014 Roadway Rehabilitation Program, Long Beach, CA.** QA/QC. PENCO was selected to provide Civil Engineering and Traffic Engineering to prepare construction documents for the Port of Long Beach (POLB) for these two different projects- 2013 Slurry Seal and Pavement Rehabilitation Program and 2014 Roadway Rehabilitation Program. The 2013 project consists of 19 street segments, located throughout the Long Beach Harbor District.

**Bay Avenue Improvements, Newport Beach, CA.** Principal-in-Charge. Mr. Jurica assisted the Project Manager in coordination of this project with various consultants, resource assignments, scheduling, contract administration, and client satisfaction. This project included civil engineering and surveying services for the rehabilitation improvement of over one mile of streets and alleys within the Bay Avenue area. The City's main concerns were to provide adequate pavement surface and drainage for these streets and alleys. The project was divided into two phases to better coordinate the concurrent undergrounding of electrical facilities. The project involved the design of a shallow storm drain system in an already-developed neighborhood, which required potholing of extensive underground utilities to determine exact location of underground utilities and to provide minimal conflicts during design. This was a very sensitive project for local residents. As such, we held several community meetings to explain our project and help the City to resolve any residents' issues.

**Artesia Blvd. Rehabilitation and Stanton Avenue Reconstruction, Buena Park, CA.** Principal-in-Charge. Mr. Jurica assisted the Project Manager in coordination of this project with various consultants, resource assignments, scheduling, contract administration, and client satisfaction. This project included civil engineering and surveying services for the improvement of approximately 1.1 miles of Artesia Blvd., an arterial in the City of Buena Park. The City's goal was to provide pavement rehabilitation, improve sidewalks and access ramps,

3. Resumes and Qualifications of Personnel

**George Jurica, PE**

QA/QC (Continued)

and alleviate flooding problems in this residential neighborhood. The project involved conducting the testing of pavement samples to design adequate AC overlays; the removal and replacement of curbs and gutters; the construction of new ADA access ramps; and the design of a new storm drain system that discharged to an existing Orange County channel.

**Jeffrey Road Infrastructure Improvements, Irvine, CA:** Principal-in-Charge. PENCO provided civil engineering design and survey services including roadway rehabilitation, electrical conduits, cable/telephone improvements, right-of-way engineering, potholing, and grading for realignment of 1.5 miles of Jeffrey Road and improvement of 1.0 mile of Portola Parkway.

**Portola Parkway, Portola Springs & Modjeska Infrastructure Improvements, Irvine, CA:** Principal-in-Charge. PENCO provided civil engineering design including a PS&E and survey services for the public street backbone infrastructure on 2.1 miles of Portola Parkway, 1.2 miles of Portola Springs, and 0.5 mile of Irvine Boulevard.

**ADA Access Ramp Improvements, Phase IV, Lake Forest, CA:** Principal-in-Charge. PENCO provided field survey, ramp design, and Caltrans permitting. Project identified 48 ramps at 32 locations within the City right-of-way and two locations within Caltrans right-of-way, and included Title 24 and ADA requirements.

**Orange County Plan Check Procedures – ASCE Committee.** Mr. Jurica's responsibilities included chairman of the plan check committee for Orange County, coordinating and implementing the plan check procedures. As President of ASCE, Orange County Chapter, he led the initiative to standardize the Plan Check Procedures with the County of Orange. The design standards and procedures were developed through cooperation of Orange County Staff and consultants. The final Plan Check procedures were adopted by the Board of Supervisors and used for all future projects. The project was so successful that many other cities within the County adopted the same, or city modified Plan Check Procedures for their City.

**City of Irvine Plan Check procedures – ASCE Chairman.** Mr. Jurica's responsibilities included chairman of the plan check committee for Orange County, coordinating and implementing the plan check procedures. Mr. Jurica helped the City of Irvine to develop and implement citywide Plan Check Procedures. This included Public Works Department, Community Development Department, Planning Department, and Building and Safety Department. The Standard Procedures were developed and implemented for citywide use. These procedures are in place today.

3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

Education:  
BS, Engineering,  
Cal State University,  
Fullerton, 1983  
Engineering, U.S. Military  
Academy at West Point,  
New York, 1980

Licenses & Certifications:  
• Professional Civil  
Engineer, CA #41889  
• LEED AP  
• QSD/QSP

Total Years Experience:  
30+

**Brent Chamberlain, PE, LEED AP, QSD/QSP**  
**Project Manager**

Brent Chamberlain is a seasoned Project Manager with demonstrated success in delivering street improvement and rehabilitation projects including pavement design for public works. Brent is skilled at writing project specifications and preparing cost estimates for PS&Es. He provides high-level and personal construction administration and plan checks; and is very familiar with ADA requirements, Green Book standards, permit processing, and coordination with various government agencies including extensive proactive interaction with Caltrans.

**Relevant Project Experience**

**2013 Slurry Seal & Rehabilitation & 2014 Roadway Rehabilitation Programs, Port of Long Beach, CA:** Project Manager. PENCO provided civil and traffic engineering services to prepare construction documents for the Port of Long Beach (POLB). The 2013 project consisted of 19 street segments, ~38,140-LF with ~1,520,000-SF of asphalt. The 2014 project consists of four street segments that, combined, are roughly 7,825-LF, with ~440,000-SF of asphalt. Street rehabilitation included pavement reconstruction, grind and overlay, and slurry seal.

**Senior Engineering Support/Staff Augmentation, Pomona, CA:** Senior Civil Engineer. Mr. Chamberlain provided Senior Project Management support to the City's Public Works Department. Mr. Chamberlain worked at the City three to four days a week acting as part of the City's staff managing the construction and contract administration of CIPs. He managed a team of six which included three public works inspectors working on many CIP Projects. Mr. Chamberlain's work included attending construction meetings, reviewing and approving field design changes, contractor change order requests, and managing the support of other City consultants.

**Alley Inventory & Rehabilitation, Pomona, CA:** Senior Project Engineer. Mr. Chamberlain's responsibilities included creation of an inventory system, street design, utility coordination, and construction support. This project was undertaken to provide the City of Pomona (City) with a complete inventory of the City's alleys. The compilation of data was completed and submitted to the City in 2003. PENCO was then awarded, in 2008, the Citywide Alley Improvement project, based upon our initial inventory. This project also consisted of performing walking surveys of each alley, taking photographs and noting the conditions of existing pavement, drainage devices, and utilities. Data was tabulated and bound by District. Data included AutoCAD exhibits, photos, and cost estimates for upgrading each alley. PENCO worked in conjunction with the City to complete this extensive improvement project that included the rehabilitation of 45 alleys, 24,000 linear feet of City alleys throughout the City. The 45 alleys were separated into seven projects, three were CDBG and four were non-Federal.

**Jeffrey Road Infrastructure Improvements, Irvine, CA:** Project Manager. PENCO provided civil engineering design and survey services including roadway rehabilitation, electrical conduits, cable/telephone improvements, right-of-way engineering, potholing, and grading for realignment of 1.5 miles of Jeffrey Road and improvement of 1.0 mile of Portola Parkway.

**Portola Parkway, Portola Springs & Modjeska Infrastructure Improvements, Irvine, CA:** Senior Project Engineer. PENCO provided civil engineering design for street improvements and rehabilitation including a PS&E and survey services for the public street backbone infrastructure on 2.1 miles of Portola Parkway, 1.2 miles of Portola Springs, and 0.5 mile of Irvine Boulevard.

3. Resumes and Qualifications of Personnel

**Brent Chamberlain, PE, LEED AP, QSD/QSP**

Project Manager (Continued)

**Artesia Boulevard Rehabilitation and Stanton Avenue Reconstruction, Buena Park, CA:** Senior Project Engineer. Project included street and storm drain design, specifications, construction support, and utility coordination. Scope consisted of civil engineering and surveying services for improving 1.1 miles of Artesia Boulevard. Project also provided pavement rehabilitation. Testing of pavement samples was conducted to design adequate asphalt concrete overlays, replace curbs and gutters, and construct new ADA access ramps.

**Bay Avenue Improvements, Newport Beach, CA:** Senior Project Engineer responsible for overseeing design and staff. PENCO provided civil engineering services for improvement of 1.0+ mile of streets and alleys rehabilitation. Project was divided into two phases to better coordinate concurrent undergrounding of electrical facilities. Project involved storm drain system design in an active neighborhood, requiring potholing of extensive underground utilities. PENCO also provided construction administration support.

**Artesia Boulevard Rehabilitation and Stanton Avenue Reconstruction, Buena Park, CA:** Senior Project Engineer. Mr. Chamberlain's responsibilities included street and storm drain design, specifications, construction support, and utility coordination. This project consisted of civil engineering and surveying services for the improvement of approximately 1.1 miles of Artesia Boulevard, an arterial in the City of Buena Park. The City's goal was to provide pavement rehabilitation, improve sidewalks and access ramps, and alleviate flooding problems in this residential neighborhood. This project involved conducting the testing of pavement samples to design adequate AC overlays, the removal and replacement of curbs and gutters, the construction of new ADA access ramps, and the design of a new storm drain system that discharged to an existing Orange County channel. Mr. Chamberlain's responsibilities included street and storm drain design, specifications, construction support, and utility coordination.

### 3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

Education:  
BS Civil Engineering  
Cal State Long Beach,  
1994

Licenses & Certifications:  
• EIT – 108604  
• LEED Accredited

Total Years Experience:  
20+

## **Carlos Norvani, EIT, LEED AP** Engineering Technician

Mr. Norvani is an Assistant Project Manager with over 21 years of experience in the civil engineering industry. His expertise in utility design and coordination, grading, drainage, LID BMP selection and implementation makes him a key member of the PENCO's team. He has coordinated the design production of civil engineering plans from conceptual design to final design drawings. He has also processed plans through various agencies including County, City Fire Department, State Architect, Water, Flood Control and Sewer Districts.

### Relevant Project Experience

**Port of Long Beach Pier B Rail Expansion; Long Beach, CA:** Senior Project Engineer. Mr. Norvani was responsible for providing existing and proposed condition drainage analysis for over 800 acres of drainage area. Specific tasks included analysis of existing storm drain systems and pump stations, determining deficiencies and recommending required upgrades to accommodate the proposed rail expansion facility, including making BMP selection recommendations. Coordinated with other design teams to determine proposed utility corridors, storm drain alignments, catch basin locations and rail yard sub-drain systems. Responsible for preparing project Drainage Report, including storm drain plans and profiles, hydraulic analysis, including in-line storage calculations for proposed storm drains to avoid upgrades to existing pump stations. Plans prepared using MicroStation design tools while adhering to POLB drafting design guidelines. This project was delivered on time.

**Olive View – UCLA Psychiatric Center; Sylmar, CA:** Senior Project Engineer. Mr. Norvani was responsible for providing conceptual and final engineering for grading and drainage improvements on this 3 acre medical campus. This project included preparing a Hydrology and Hydraulics Report and LID recommendations. This project was Certified LEED Gold and Water Quality and Quantity LEED points were achieved. Additionally, this project consisted of site civil engineering services for grading, drainage, water, sewer and water quality design and cost estimates for this Design-Build project. NPDES, WQMP and construction support and coordination were provided. This project was delivered on time and within budget.

**Kennedy Elementary School; Santa Ana, CA:** Senior Project Designer. Mr. Norvani was responsible for civil engineering and survey work for the addition of four, two-story modular buildings at this elementary school. Strict attention was paid to maintaining existing in-use facilities during school hours. This site required the design of a sewer lift station. Our design team was able to utilize the existing storm drain of on-site drainage. Coordination was done with the Santa Ana Fire Department to meet all necessary Fire requirements. This project was completed within schedule and on budget.

### 3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

Education:  
BS Civil Engineering  
University of California,  
Irvine, 2003

Licenses & Certifications:  
• Engineer in Training  
CA #118357

Total Years Experience:  
12+

## Sung Chang, EIT Design Engineer

Mr. Chang has more than 12 years of experience in the design of grading, street and underground utility improvements for commercial, residential, schools and mixed-use projects and has just over two years in project management experience. He is also knowledgeable in engineering design calculations and the preparation of engineering reports including WQMPs, SWPPPs, hydrology/hydraulics, sewer capacity studies and fire flow modeling. Plan check experience includes rough and precise grading plans, street improvement plans, sewer and water plans, storm drain plans, SWPPPs and LID/WQMPs, and hydrology/drainage reports. Mr. Chang started his engineering career in 2003.

### Relevant Project Experience

**City of Diamond Bar Civil Plan Check Services, Diamond Bar, CA:** Project Engineer. Completes the civil plan check services for the City of Diamond Bar. Project types include residential.

**Paragon at Old Town, Monrovia, CA:** Engineer. Was responsible for the complete design of grading and area drain system for the entire project site in addition to extensive coordination with the architect and structural engineer. The Paragon at Old Town is a 163 unit urban mixed-use apartment community located in the historic Old Town District of Monrovia. A four story attached parking garage occupies the southeast corner of the site with approximately 75 public parking spaces and 330 resident spaces.

**Riverside City College Student Services And Administration Building, Riverside, CA:** Engineer. Mr. Chang was independently responsible for the complete design of grading and underground utilities for the entire project site. The Student Services and Administration Building at Riverside City College is a two-story and partial one-story building located in the southwest sector of the campus at the corner of Magnolia Ave and Fairfax Ave. The project occupies a prominent location on the campus, strategically located at the campus "front door" and is one of the first facilities that greet students as they enter the upper region of campus. The facility is highly visible from the community along Magnolia Ave and the local residences along Ramona Dr. giving the facility a strong presence in the local community and complementing the family of existing campus buildings.

**The Paseos at Montclair, Montclair, CA: Engineer.** Mr. Chang assisted in the grading design of the project site. The Paseos at Montclair is a \$40M redevelopment of a former Sam's Club center into a 385 unit multifamily residential complex at the northeast corner of Monte Vista Ave. and Moreno St. in the City of Montclair. The Paseos offers one, two and three bedroom apartments with amenities such as semi-private courtyards, a ¼ acre public park, a community building with social and recreational spaces, pool, spa, and barbeque areas. The Paseos' landscape concept includes sustainable design in utilizing local materials, providing shade and treatment of storm-water. Mr. Chang assisted in the grading design of the project site.

### 3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

## Richard G. Pearlman Senior Designer

#### Education:

- In-Roads MDL V7 to In-Roads Select CAD V8, Denver, CO, Transportation corridor modeling, surface creation using newly developed Pen/Pencil method and customized toolbars.
- California State University, Pomona, CA, Geographical Information Systems (GIS), Modular GIS Environment (MGE), Oracle, SQL and Windows NT
- Bechtel Training classes, Norwalk, CA, Intergraph 2D.3D Piping Design
- Roger Williams College, Providence, RI, Civil Engineering Technology

Total Years Experience:  
15+

Mr. Pearlman has over fifteen years of experience in preparing steel and concrete structural plans, petro-chemical plant design plans, roadway improvement plans, grading, paving and drainage projects, parking lot layouts, state highway projects, large diameter sewer, water and utility relocation projects, light rail and subway station projects, heavy rail trench projects and large earthwork moving projects to accommodate construction of public works infrastructure.

#### Relevant Project Experience

**Port of Long Beach Mid-Harbor Expansion Project, Long Beach, CA:** Principal Designer. Using Bentley Power Inroads V8i (Series 3) I designed the existing, proposed subgrade, and proposed finished grade digital terrain models for the Phase 2 portion of the POLB expansion project. I also used Inroads to design the 3D composite utility model. This model included the proposed water, storm drain, and communications ductwork systems.

**Port of Long Beach Mid-Harbor Expansion Project, Long Beach, CA:** Principal Designer. Using Bentley Power Inroads V8i (Series 3), I created all drawings for Pier B St, Pier C St, and Queen-sway Bridge street improvement paving plans and traffic control drawings.

**GIS Section, LAWA Facilities Management, Los Angeles World Airport, Los Angeles, CA:** Sr. CAD Designer. The GIS Section provides complete ACAD, Mapping, GIS and Reprographics services for all LAWA Divisions. The responsibilities included GIS data management, mapping and reporting, field survey of lease space, presentation exhibits, and GIS support tools maintenance.

**SR-91 CIP Design Build Project, Riverside, CA:** Sr. CAD Designer. Responsible for interpreting utility as-built plans and preparing utility relocation plans involving power transmission and distribution systems, gas mains, telephone trunk lines, oil pipelines, water and sewer mains, cable TV and City fiber optic communication systems. Also responsible for preparing utility pothole plans, utility relocation plans and utility agreement exhibits for bid documents prepared for the SR-91 design build RFP.

**Expo LRT Phase 2, Los Angeles, CA:** Sr. CAD Designer. Prepared DWP water relocation plans for the proposed 6.6 mile light rail transit alignment from Culver City to Santa Monica, CA. Utility work involved relocation of water mains and fire hydrants and creation of all related plan and detail sheets using Microstation V8i software.

3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

Education:  
Land survey courses,  
Santa Ana College &  
CSU, Fresno, CA  
GPS class, Los Rios  
Community College, CA  
GIS class, Sierra College,  
CA

Licenses & Certifications:  
• Professional Land  
Surveyor, CA #8446

Total Years Experience:  
40+

## J Braley, PLS Survey Manager

J Braley has a strong background as a supervisor/lead surveyor on large infrastructure projects included mapping, map checking, and easements for public transportation, residential, and educational projects across Southern California. J also coordinates field crews and construction staking, prepares base maps, and coordinates detailed topographic surveys.

### Relevant Project Experience

**Torrance Unified School District, Torrance, CA:** Survey Manager. PENCO was contracted to provide detailed topographic survey maps for three (3) elementary and three (3) middle schools. Mr. Braley was responsible for GPS control, coordination with the aerial mapping consultant, logistics on the ground specific topography, boundary resolution and managing the drafting of the final products which were a compilation of the aerial mapping and the ground specific topography surveys.

**Covina Unified School District, Covina, CA:** Survey Manager. Covina Unified School District needed to upgrade the running tracks for the following three (3) high schools: Covina, Northview, and South Hill. Mr. Braley was responsible for coordination and project management for the ground specific topography base sheets to aid in the future design process for these three projects.

**Grand Avenue Reconstruction, Glendora, CA:** Field Survey Manager. Project included a field survey, preparation of design base sheets, and right-of-way documents for a new public street. A topographic contour map of the 210 Freeway crossing over Grand Avenue required collection of field data beneath the finished freeway overpass. Project included base maps, a topographic survey map, centerline intersection grid, and detailed ground-specific topographic survey map.

**Platinum Triangle, Anaheim, CA:** Field Survey Manager. Project included civil engineering and surveying services. PENCO provided design surveying to include aerial and ground-specific topographic mapping, on/off-site street dedication easements, easements for public utilities, and construction staking. Project also included pre-construction and post-construction ALTA survey mapping services.

**Garden Grove Unified School District, Garden Grove, CA:** Field Survey Manager. PENCO provided detailed boundary and topography surveys. Projects included a field boundary survey to retrace and verify property lines of record, and topography survey to locate walls and fences.

**Saddleback College, Mission Viejo, CA:** Survey Manager. Mr. Braley is overseeing the aerial mapping for the entire campus of Saddleback College. This is a large mapping project that will incorporate GPS survey (horizontal and vertical), ground specific topography to create a base map and for future design and asset management.



3. Resumes and Qualifications of Personnel

Company Name:  
PENCO Engineering, Inc.

**Mohammad R. Hariri, SE**  
**Structural Engineer**

Education:  
ME Civil Engineering  
(Structures)  
Virginia Polytechnic  
Institute & State  
University  
March 1984  
BS Civil Engineering  
University of Evansville  
March 1982

Mr. Hariri has over 30 years of professional design, production, and plan review experience in structural engineering. He is committed to assuring that compliance reviews and other assigned tasks meet code requirements, and additionally, to safeguarding clients by looking deeper for potential discretionary conditions that could require the Building Official's attention. He has both the extensive plan review and design experience necessary to carry out the complex nature of many reviews that come through jurisdictions. His experience encompasses the full spectrum of residential, commercial, and industrial project typologies and sizes. He has also worked as a Structural expert for the California Board for Professional Engineers and Land Surveyors for Reviewing & Evaluating other Structural Engineers' Work.

Licenses & Certifications:

- Registered Structural Engineer No. 3545, California.
- Registered Civil Engineer No. 40745, California.

Relevant Project Experience

**New 4-level open parking Structure, Newport Beach, CA:** 80,000 s.f. three-Story, Type I-B, S-2. Special concrete shear wall system, on Shallow footings.

**4-Story Apartment Building Over Subterranean parking, Newport Beach, CA:** 7 buildings, 524 apartment units, 760,000 s.f. Four to five-story over two to three-story garage, Type V-I, S-2. Wood shear wall, Special moment frame and Special concrete shear wall systems on Shallow footings.

Total Years Experience:  
30+

**New Bay Island Pedestrian Bridge, Newport Beach, CA:** New 130-ft, open 4-Chord steel truss, Concrete metal deck per the Guide Specifications for Design of Pedestrian Bridges by AASHTO including vibrations & fatigue check.

**LA County DSS 7-Story High-Rise (North), El Monte, CA:** 7-story Office Building, Tower A, Special Steel Moment Frames (Jay Allen web slotted connections), on pile cap and pile foundation.

**Kings-Lakers Practice Facility, El Segundo, CA:** 140,000 s.f., two-story Type III-1Hour, Special Concrete shear walls and SMRF systems, A2, A2.1, & A3 ice rinks, gym, and restaurant, M retails, B offices, H7 chiller room, S1 storages.

**Memorial Medical Pavilion Six-Story Parking Structure, Glendale, CA:** 278,000 s.f. Six-Story, Type I, S-4 over S-3, Special concrete shear wall system, on pile caps, grade beams and piles.

**West Covina Sportsplex, West Covina, CA:** Multi-Purpose Pavilion, Administration, Restaurant, Maintenance Building, Pedestrian Bridges, Batting Cages and over 2,000,000 sf baseball field.

3. Resumes and Qualifications of Personnel

Company Name:  
HDR

Education:  
Bachelor of Science,  
Civil Engineering,  
Michigan Technological  
University – 1986

Licenses & Certifications:  
• Professional Engineer  
- Civil, California No.  
48774

Total Years Experience:  
25+

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## Ronald S. Bacsikin, CE

### Traffic Engineering/ Traffic Control/ Traffic Signals

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Mr. Bacsikin began his career as a Civil Engineer designer in the County's Traffic and Lighting Division. His position allowed him the opportunity to work with other divisions within the County, working as a team successfully delivering the capitol program. This experience contributes to his arsenal of experience and skills. His professional expertise includes highway/roadway planning and design, linear and complex interchange and intersection planning and design, grade separations, transportation planning and design, program management, and a strong emphasis on traffic engineering planning, operations and design. He brings with him extensive knowledge of local, regional, state, and federal environmental regulations, permit requirements and acceptable mitigation measures.

Having managed multiple on-call contracts throughout his career, Mr. Bacsikin understands the importance of quick response on specific tasks and stands ready to respond to meet the County's particular needs. His task oriented approach allows him the opportunity to effectively manage both the budget and the schedule for each assignment. He embraces HDR's commitment to quality through our comprehensive quality program. To ensure adherence to HDR's quality control program, yearly quality audits are administered and this past year the Southern California region ranked number one across the country and a project Mr. Bacsikin managed was one of those reviewed during the audit.

#### Relevant Project Experience

**Port of Long Beach, Pier B Rail Facility Infrastructure Program, Long Beach, CA.** Design Oversight Manager. HDR is providing preliminary engineering and environmental support services for the Pier B On-Dock Rail Support Facility, which is the Port's largest rail project. The project is planned for construction in three major phases. Major design elements include realignment and reconstruction of Pier B Street and Pico Avenue to accommodate new yard tracks, an elevated grade-separated roadway connection between Pier B Street and Anaheim Street, approximately 160,000 feet of new rail yard trackage, bridge over the Dominguez Channel, retaining walls, and extensive utility relocations. HDR is coordinating with more than 80 utility owners and agencies, including LADWP, SCE, Southern California Gas, the City of Long Beach, LACFCD, and others. A comprehensive utility base map was developed using 3D terrain modeling in the critical Pico Corridor area of the project. The construction cost estimate is \$600 million.

City of Long Beach As-Needed Transportation Engineering, Transportation Planning, and Related Technical and Professional Services, City of Long Beach, CA, Project Manager. HDR was selected to provide transportation engineering, transportation planning, and related technical and professional services on an as-needed basis for various projects within the City.

**Transportation Corridor Agencies – All Electric Tolling Conversion, Orange County, CA.** Project Manager. The Transportation Corridor Agencies operates 52 miles of toll roads in Orange County. Payment options include both cash and electronic tolling. The All Electronic Tolling (AET) conversion project will eliminate the cash payment options and convert to all electronic tolling. HDR will analyze and determine the most efficient, safe, and cost effective alternatives for the conversion.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Hatch Mott MacDonald

Education:  
BS, Civil Engineering,  
University of Nebraska,  
1981

MS, Civil Engineering,  
University of Nebraska,  
1983

Licenses & Certifications:  
• Professional Engineer  
CA, C047437, 1991

Total Years Experience:  
27+

## Taher Jalal, PE Traffic Engineer

Mr. Jalal has 27 years of experience, during which he managed and oversaw numerous traffic engineering and transportation planning projects. As Principal Traffic Engineer he has managed the design of numerous traffic signal, and signing and striping plans. Mr. Jalal was involved in the review and approval of traffic impact studies, ITS elements, traffic signal and other infrastructural improvements for many landmark projects in Anaheim such as ARTIC, Disney's California Adventure, Anaheim Resort, Gardenwalk, Platinum Triangle, and Honda Center. Taher was the lead for the City of Anaheim in the design and construction of rail safety improvements that resulted in the implementation of quiet zones at 14 rail crossings on Orange and Olive rail subdivisions and an additional 8 rail crossings on BNSF railroad. He reviewed and approved Traffic Management Plans and PS&E submittals for four (4) grade separations of BNSF mainline as part of County's Orange County Bridges project.

### Relevant Project Experience

**Senior Project Manager, Hatch Mott MacDonald.** Task Manager for Alabama Street and Colton Avenue rail crossing improvements as part of SANBAG's Redlands commuter rail construction project between the proposed Transit Center in the City of San Bernardino and University of Redlands. As City of Anaheim On-call traffic engineering consultant, serves as Acting Traffic and Transportation Manager.

**Traffic Engineering Manager for the City of Anaheim, CA.** Led staff members and managed City's day-to-day traffic operations and programs. Managed the delivery of transportation planning, intelligent transportation systems and traffic operations. Developed specific studies, projects, and programs with input from stakeholders; managed review of development proposals and coordinated approvals with Planning Department and engineering staff. Directed scoping, planning and design of various public works capital projects such as roadway and intersection improvements, and freeway interchanges as related to activities in traffic engineering discipline. Participated in Orange County Grade Crossings Safety Enhancement project and secured implementation of Quiet Zone at 14 rail crossings in Anaheim. Oversaw development of City's ITS Mater Plan and operations of Traffic Management Center for commute and event traffic.

**Principal Traffic Engineer for the City of Anaheim, CA.** Responsible for review and approval of roadway signing and striping, traffic signals, communication, and transportation management plans for all capital projects in the City of Anaheim including landmark projects such as ARTIC, Disney's California Adventure, Anaheim Resort, I-5, SR-57, and SR-91 freeway widening projects. Since the inception of Measure M, identified transportation improvement needs in Anaheim and prepared concept plans for all mid-block and intersection projects for the Orange County Combined Transportation Funding Program grant applications. Represented the City of Anaheim in Technical Advisory Committee meetings for numerous projects, including County's Urban Rail Network Definition Study, Regional Commuter Rail expansion program and Caltrans' I-5, SR-57 and SR-91 widening projects. Prepared applications for State-Local Transportation Demonstration Program Funds (SB-140); OCTA's Regional Bikeway Program (SB-821); and other State and Federal programs such as Safe Route to School (SR2S) and Highway Safety Improvement Program (HSIP) and managed delivery of the successful grant fundings. reviewed numerous Environmental Impact Reports for major regional developments in Orange County. Conducted development reviews and conditioned transportation improvements in the City of Anaheim.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Hatch Mott MacDonald

Education:  
B.S. Transportation  
Engineering, Cal Poly,  
San Luis Obispo, CA,  
1976

M.S. Civil Engineering,  
University of Maryland,  
College Park, MD, 1979

Licenses & Certifications:  
• Traffic Engineer - CA  
No. 1549, 1989

Total Years Experience:  
37+

## J. Daniel Takacs, TE

### Lead –Traffic Impact Studies

Mr. Dan Takacs has a wide range of experience in traffic engineering and transportation planning, including extensive project management experience. Specific transportation planning experience includes preparation of transportation impact studies, general plan circulation studies, sub-area planning studies, corridor studies, interchange operations studies and transportation elements of environmental impact reports. For these studies, Mr. Takacs is responsible for travel demand forecasting and traffic operations analysis. Several of the projects that Mr. Takacs has completed involved detailed analyses of interchange and free-way operations, including mainline and ramp operations. Engineering experience includes traffic control device warrant studies, traffic control device inventory, parking studies, conceptual interchange design, pedestrian and bicycle studies and traffic signal design. Mr. Takacs has experience with a wide variety of traffic engineering software, including travel-forecasting tools such as Tmodel, Minutp and Tranplan. He is also very experienced with Synchro, Traffix and HCS. Projects directed by Mr. Takacs have involved a wide range of land uses including small retail and residential projects, office and industrial parks, regional retail malls, mixed-use activity centers and new towns.

#### Relevant Project Experience

**Pacific Coast Highway (SR 1) User-Based Microanalysis, Southern California Association of Governments, CA.** Project Manager. The project involves analysis of an 11-mile stretch of SR 1 in the South Bay Region of Los Angeles County, California. The purpose of the study was to identify short-term, low-cost improvements that could be implemented on State Route 1 between Imperial Highway and Crenshaw Boulevard. The study, which included conducting opinion surveys from users of the corridor, culminated in a Corridor Improvement Plan that recommended approximately 50 physical improvements and included conceptual plans of improvements at 10 intersections.

**Pajaro River Flood Risk Reduction Project, County of Santa Cruz, California.** Project Manager. The project involves preparation of a traffic study to determine the traffic impacts that will be caused by the replacement of four bridges along the Pajaro River and two of its tributaries. This analysis was incorporated into the project's Environmental Impact Statement / Report. Existing and project volumes were analyzed along with proposed temporary traffic control and detours.

**CSUMB Master Plan Update, Marina, CA. Project Manager.** The project included student and faculty housing which required analyses of both internal and external project trips. HMM prepared the traffic circulation section of the EIR document. The project included analysis of 37 intersections and 73 roadway segments within state, county and city jurisdictions. Weaving analysis at multiple freeway interchanges was performed. Conceptual improvement plans and preliminary cost estimates were also prepared based on the recommendations/mitigations from the traffic study.

**El Campo Road Interchange Project Study Report, San Luis Obispo County, California.** Project Manager. Mr. Takacs performed a traffic analysis for the Highway 101/El Campo Road interchange project located in the South County of San Luis Obispo County. The study involved the identification of the location and configuration of a future interchange on Highway 101 at the existing El Campo Road at-grade intersection in San Luis Obispo County.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Hatch Mott MacDonald

## Leo Trujillo, PE, TE

### Lead – Traffic Signal Design

Education:  
BS, Civil Engineering,  
California Polytechnic  
State University, San Luis  
Obispo, CA, 1998

Licenses & Certifications:

- Civil Engineer, CA, 63950, 2002
- Traffic Engineer, CA, 2458, 2008

Total Years Experience:  
16+

Mr. Trujillo has 16 years' experience, during which he has managed and designed numerous general civil and traffic-related engineering projects. His experience includes preparation of construction traffic control plans, preparation of special event traffic control plans, highway lighting design, traffic signal design, intersection geometrics design, lighted cross-walk design, intersection geometrics design, roadway design, pavement structural section design, pavement assessment, hydrology analysis/studies, storm drainage design, and grading / drainage / paving design. Mr. Trujillo has provided construction support services on many roadway and traffic signal improvement projects and has experience in the collection of topographic field survey data. He currently oversees all design work produced by Hatch Mott MacDonald's Gilroy office. In the last four years, Mr. Trujillo has also gained railroad alignment experience, while working on the Sylmar-to-Palmdale sub-section of the California High Speed Rail (HSR) Project. While actively managing and working on rail alignment and roadway grade separation design, Mr. Trujillo has also provided oversight support (QA / QC) for other HSR disciplines in the Sylmar-to-Los Angeles segment, as well as for alignment disciplines for the Fresno-to-Palmdale segment. Mr. Trujillo is proficient in MicroStation and AutoCAD. He is fluent in Spanish.

#### Relevant Project Experience

##### Preparation of Traffic Control Plans for Various Projects

Project manager and design engineer for the preparation of traffic control plans for the following roadway, traffic signal, and utility projects. Traffic Control Plans (TCP) have been submitted to and approved by various cities, counties, and the State of California (Caltrans).

- Bay Street Reservoir Water Replacement, Santa Cruz, CA (developed approximately 40 different traffic control measures, including detour plans)
- Scotts Valley Drive / Glenwood Drive / SB Hwy 17 Ramps Intersection Improvements, Scotts Valley, CA
- Camino Arroyo Roadway Improvements, Gilroy, CA
- Tennant Avenue Roadway Widening, Morgan Hill, CA
- Warm Springs / Warren Ave Roadway Improvements, Fremont, CA
- Cochrane Road Improvements, Morgan Hill, CA
- General Jim Moore Waterline Project, Monterey County, CA
- Mission Springs Bridge Replacement, Santa Cruz County, CA
- Sewer & Water Line Replacement, Mountain View, CA
- Aera Energy Roadway Improvements, San Ardo, CA

**State College Boulevard Railroad Grade Separation, Anaheim, CA.** Project Manager of 35% PS&E for traffic signal, signing and striping and street lighting for eleven intersections as a part of an undercrossing of the Metrolink rail line in Anaheim, California. Temporary traffic signals during construction are provided at two intersections. Conceptual geometric design support was provided as well.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Hatch Mott MacDonald

## Julie H. Oates, PE, TE Signals

Education:  
BS, Civil Engineering, San  
José State University, San  
José, CA, 2004

Licenses & Certifications:

- Professional Engineer (Civil), CA, 77288, 2010
- Traffic Engineer, CA, 2545, 2008

Total Years Experience:  
11+

Ms. Oates has performed numerous traffic impact analyses for a wide variety of projects, including housing subdivisions, parking structures and commercial developments, with an emphasis in the greater Monterey Bay Area. She has provided support with traffic signal and intersection geometric design, grading/drainage/pavement plans, and temporary traffic control plans. She has also performed traffic signal warrant analyses, parking studies, and intersection sight distance evaluations and has assisted in the collection of topographic field survey data. Ms. Oates is experienced in various traffic modeling and analysis software packages, including Synchro, SimTraffic, HCS+ and Traffix, and is proficient in AutoCAD and MicroStation.

#### Relevant Project Experience

**Pacific Coast Highway (SR 1) User-Based Microanalysis, Southern California Association of Governments, South Bay Region of Los Angeles County, CA.** Project Engineer. Provided support for this study of an 11-mile stretch of SR 1 in the South Bay Region of Los Angeles County, California. The purpose of the study was to identify short-term, low-cost improvements that could be implemented on State Route 1 between Imperial Highway and Crenshaw Boulevard. The study, which included conducting opinion surveys from users of the corridor, culminated in a Corridor Improvement Plan that recommended approximately 50 physical improvements and included conceptual plans of improvements at 10 intersections.

**State College Boulevard Grade Separation Project TIA & TMP, Anaheim, CA.** Project Engineer. Prepared traffic impact analysis and transportation management plan for the State College Boulevard Grade Separation Project in the City of Anaheim. The traffic study analyzed the potential traffic impacts of various road closure and detour alternatives during construction of an undercrossing at the State College Boulevard / Southern California Regional Rail Authority (SCRRA) at-grade railroad crossing, approximately 400 feet south of Howell Avenue. The closure and detour alternatives will involve major increases in traffic along the detour routes because all of the existing approximately 20,000 State College Boulevard daily trips will be required to use an alternate route. Traffic conditions during special events at nearby Angel Stadium (baseball) and Honda Center (hockey) were also analyzed. The study also included a Transportation Management Plan (TMP) to outline the process for minimizing traffic impacts and delays associated with the construction of the grade separation project.

**Lakeview Avenue Grade Separation Wayfinding Signs, Anaheim and Placentia, CA.** Project Engineer for a wayfinding sign program for a new overcrossing of BNSF railroad tracks and interchange with Orangethorpe Avenue. The project includes eight custom signs with coordination with street light pole manufacturer structural engineer and sign fabricator for the Orange County Transportation Authority.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Hatch Mott MacDonald

Education:  
BS, Civil Engineering, San  
Jose State University,  
2003

Licenses & Certifications:

- Civil Engineer, CA,  
72233, 2008
- Traffic Engineer, CA,  
2561, 2010

Total Years Experience:  
11+

## **Celina Lee, PE, TE** Design 2

Ms. Lee has 11 years of experience during which she has assisted with and designed numerous traffic-related and general civil engineering projects. Her experience includes streets and highway design, intersection geometrics design (including signing and striping), grading and drainage design, construction traffic control design, traffic signal design, traffic signal timing and coordination, traffic impact and parking analyses. Ms. Lee is proficient in AutoCAD, MicroStation, InRoads, RailTrack, Synchro, and Traffix. Ms. Lee also has experience in the collection of topographic survey data.

### Relevant Project Experience

**State College Boulevard Railroad Grade Separation, Anaheim, CA.** Project Engineer for a traffic analysis and traffic signal, signing and striping design of 11 intersections to determine the traffic related design requirements of an undercrossing of the Metrolink rail line in Anaheim, California. Prepared traffic signal design and modifications, street lighting design, and signing and striping design at multiple project intersections, including design of temporary traffic signals for various construction phases. Planning level cost estimates were also prepared for the project.

**California High Speed Train: Bakersfield to Sylmar and Palmdale to Sylmar Sub-Sections, California High Speed Rail Authority, Los Angeles, CA.** Project Engineer. Prepared alignment alternatives for the sub-sections stated above. Explored numerous alignment alternatives using Quantm software. Compiled information for the Alternative Analysis (AA) Report. Currently working on the 15% alignment design for the Palmdale to Sylmar sub-section. Station alternatives were designed for Palmdale. Designed rail realignment, roadway realignment and grade separation alternatives for HST alignment at most freeway, highway, streets and rail crossings for the Palmdale to Sylmar sub-segment at 15% design level.

**Front St (SR 146) Traffic Signal & Intersection Improvements, Soledad, CA.** Project Engineer. Conducted topography surveys at the project intersections and provided support for the PS&E preparation for four intersections [Front Street (SR 146) / Nestles Road, Front Street (SR 146) / H. De La Rosa Street (formerly 4th Street), Front Street (SR 146) / Oak Street, and Front Street (SR 146) / East Street (SR 146)] in the City of Soledad. Since the intersections are located on a state highway, the PS&E packages were prepared to meet Caltrans standards and were reviewed and approved by both agencies. Improvements for the Front Street (SR 146) / H. De La Rosa Street intersection included right-of-way acquisition. Hatch Mott MacDonald provided the City with plans and quantities needed to determine right-of-way costs and information necessary for right-of-way acquisition. Improvements for the Front Street (SR 146) / Oak Street intersection included the design for the installation of a right northbound right turn lane on Front Street (SR 146). The roadway widening associated with these improvements included the removal of an existing sloped concrete wall and installation of a new vertical retaining wall. The project also included the relocation of underground and aboveground utilities.

3. Resumes and Qualifications of Personnel

Company Name:  
Diaz•Yourman &  
Associates (DBE)

Education:  
BS, Civil Engineering, San  
Jose State University,  
2003

Licenses & Certifications:  
• Civil Engineer , CA,  
72233, 2008  
• Traffic Engineer, CA,  
2561, 2010

Total Years Experience:  
11+

## Gary K. Gilbert, PE, GE, ENV SP

### Geotechnical Manager

Mr. Gilbert has 17 years of geotechnical engineering experience, including streets, highways, bridges, rail, pavements, buildings, pipelines, airports, and port terminal facilities. He has practical experience in all aspects of geotechnical engineering, including street and highway widening, pavement design, and major and minor arterials in counties and cities. In addition, his experience includes site selection, site investigation, engineering analysis, construction observation and testing, and project management.

#### Relevant Project Experience

**Sepulveda Blvd. Bridge Widening, Manhattan Beach, CA:** Geotechnical manager for a project to widen Sepulveda Blvd. between Rosecrans Blvd. and 33rd Street, including an existing bridge structure. DYA prepared a preliminary foundation report (PFR) in accordance with Caltrans' criteria, based on existing available geotechnical data and as-built drawings, and prepared a preliminary geotechnical design report (PGDR) based on the findings of a supplemental field exploration. DYA also performed a preliminary environmental screening evaluation for aerially-deposited lead (ADL), lead-based paint, heavy metals, and asbestos-containing material. The primary geotechnical consideration for the PFR and PGDR was the seismicity at the site and its impact on the retrofitting of the bridge structure. Mr. Gilbert was responsible for the environmental portion of the project and performed a site reconnaissance; reviewed historical aerial photographs, topographic maps, environmental data base, report, and agency files; and summarized the findings in an ISA report in general accordance with ASTM Designation E 1527.

**Washington Boulevard Reconstruction, Commerce, CA:** Geotechnical manager for final engineering and design recommendations for a road widening and pavement rehabilitation project along Washington Boulevard. DYA's services included a field exploration including soil borings and falling weight deflectometer studies, laboratory testing, engineering analyses to develop pavement and earthwork recommendations, and a report with final design recommendations. Mr. Gilbert provided project supervision, developing the investigation program and preparing the analyses, geotechnical recommendations and report.

**OC Public Works Turkey Springs Road, Trabuco Canyon, CA:** Senior geotechnical engineer for an emergency fire access road repair at Joplin Youth Center that has been damaged by erosion. The project includes a drainage structure extending beneath the existing roadway to improve drainage of stormwater run-off during low to moderate flows. The primary geotechnical consideration is erosion of the artificial fill supporting the existing roadway and protecting the cross roadway drainage ways from future erosion. Mr. Gilbert performed engineering analyses and provided input to the recommendations.



### 3. Resumes and Qualifications of Personnel

Company Name:  
Paragon Partners, LTD

Education:  
B.S., Agricultural  
Economics and minor in  
Genetics, University of  
Nebraska, Lincoln  
LEAD, Nebraska LEAD  
Program Graduate,  
fellowships in China,  
Japan, and Hong Kong

Licenses & Certifications:

- State of California  
Real Estate Broker  
License, No. 01174480
- Relocation  
Assistance Certified  
IRWA Relocation  
Specialist (R/W-RAC)
- SR/WA Designation,  
International Right of  
Way Association

Total Years Experience:  
26+

## Kent Jorgensen Right-of-Way

Mr. Jorgensen brings over 26 years of experience in project management and business development in the right of way and real estate industries. He has managed and executed nearly 5,000 acquisition, relocation, and property management cases. Mr. Jorgensen has written more than 250 acquisition, relocation, and property management policies and procedures for federal, state, and local agencies. His written work is also inclusive of over 350 feasibility, budget, and cost studies for numerous government organizations. Mr. Jorgensen is highly-recognized for his ability to strategically formulate innovative solutions. Drawing on his knowledge and tenure in the Professional Real Estate and Right of Way industries, Mr. Jorgensen is extremely successful at evaluating revenue generating opportunities, then creating a marketing and development plan to secure business objectives.

### Relevant Project Experience

**OCTA Tustin Rose Grade Separation Project, 44 Acquisitions, 25 Relocation.** Orange County Transportation Authority (OCTA) OC Bridges Projects consists of a grade separation program to separate vehicle and train traffic at the existing at-grade railroad crossings along approximately a 5-mile stretch of the Orangethorpe Corridor. The Orangethorpe Corridor is located in north Orange County and approximately runs parallel to Orangethorpe Avenue between SR-57 and SR-90. Mr. Jorgensen provided OCTA with Cost Data Sheets, Project Cost Estimates, as well as acquisition, and relocation advisory services.

**City of Irvine – Sand Canyon Grade Separation – 13 parcels.** The City of Irvine’s Sand Canyon Grade Separation Project consists of lowering Sand Canyon Avenue under the BNSF Railway to provide a grade separated crossing. The improvements also include the realignment and widening of the roadway from four to six lanes between the I-5 and Oak Canyon/Laguna Canyon Road. Funding for the \$6.5 million right of way costs will come from State and Federal funds. Mr. Jorgensen provided project management, design review, appraisal, acquisition, and relocation services. Project assignments include providing cost analysis; project reports; and negotiation of road, slope, aerial, utility, railroad, and construction easements in the middle of a highly-developed area of Irvine.

**City of Santa Ana – Fairview and MacArthur Intersection Project.** As Project Manager, Mr. Jorgensen’s responsibilities include design review, title analysis, legal descriptions and plats, oversight of appraisal function and partial acquisitions. Ability to address sensitive severance damage issues was a critical component in meeting a very aggressive project schedule.

**City of Santa Ana, Phase I – Bristol St. Widening: Pine to McFadden.** 96 parcels. Mr. Jorgensen provided his expertise in management on this \$225 million project, one of the largest road widening projects in Orange County. Responsibilities began by completing a detailed cost analysis, project schedule, completion of right of way certification, preparation of a relocation plan, and project presentations to community outreach groups. Additional responsibilities included title research, oversight of the appraisal process, complex property acquisitions and relocation of commercial businesses. Mr. Jorgensen was responsible for the management of 12 other consultants over a three-year period. As a result of Mr. Jorgensen’s work, this project to date has come in \$8 million under budget and one year ahead of schedule.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Paragon Partners, LTD

Education:  
Long Beach City  
College - Long Beach,  
CA, 1992-1994

Licenses & Certifications:

- IRWA SR/WA Designation
- California Real Estate License No. 01313731
- California Notary Public
- Signing Agent Certificate

Total Years Experience:  
15+

## **Jeff Wellcome, SR/WA, R/W-RAC**

### **Right-of-Way: Principal Acquisition / Relocation Agent**

With over fifteen years of right of way experience, Mr. Wellcome is well rounded agent knowledgeable of federal and state regulations relating to acquisition, relocation assistance, and property management. He is experienced in property negotiations on behalf of the private and public sectors to obtain right of way, easements, permits, leases, temporary work space agreements and land acquisitions; inspect and review appraisals and title reports; use engineering plans and parcel maps to determine the location and alignment of various roads, and utilities. Other responsibilities include preparation of right of way certifications per Caltrans guidelines; and ability to prepare and present board items that go before the County Board of Supervisors for various approvals.

#### **Relevant Project Experience**

**Acquisition Agent, Orange County Transportation Authority (OCTA) – SR22 Expansion Project** – Managed 15 parcels and assisted with the negotiations on part-take and full-take acquisitions. Acquired 12 easements and joint use permits from on and off site residential owners and assisted with project close out.

**Senior Land Acquisition / Relocation Agent**, Jeff negotiated with property owners on behalf of the private and public sectors to obtain right of way, easements, permits, leases, temporary work space agreements and land acquisitions; inspect and review appraisals and title reports; use engineering plans and parcel maps to determine the location and alignment of various roads, and utilities; coordinate and supervise the collection and analysis of various deeds and recorded documents; responsible for agent contracts, project and status reports; management of files and keeping accurate notes; facilitate recording of all necessary documents with various county recorder's offices; provide relocation assistance to businesses and residential homeowner/tenants; knowledgeable of federal and state regulations relating to acquisition, relocation assistance and URA benefits; experienced in preparation of right of way certifications per Caltrans guidelines.

**Land Acquisition Specialist/Right of Way Agent**, Negotiate with property owners in various locations, to obtain right of way, easements, permits, leases, temporary work space agreements and land acquisitions; facilitate recording of all necessary documents with various county recorder's offices; file management and record keeping; document preparation; and other various duties as assigned.

### 3. Resumes and Qualifications of Personnel

Company Name:  
TTG Engineers

## **Nestor Ignacio, Jr., P.E.** Electrical Engineer

Education:  
B.S. Electrical  
Engineering

Licenses & Certifications:  
• PE – CA #E16934

Total Years Experience:  
23+

Mr. Ignacio has over 23 years of electrical engineering experience for commercial, health-care, retail, educational, and government facilities. His responsibilities include all aspects of electrical engineering and design, construction cost estimating, specification writing, construction administration, bidding and negotiation. He has designed several projects for various cities, such as Rancho Cucamonga, Moreno Valley, Orange, El Segundo, Riverside, and many others.

#### Relevant Project Experience

**Fontana Campus East, West & Sheriff's Parking Lots, Fontana, CA,** County of San Bernardino (3) Parking lots Remodel.

**Victorville Courthouse, Victorville, CA.** Parking Lot Remodel.

**Ontario International Airport, Ontario, CA,** Parking Lot Lighting

**Howard Elementary School, Ontario Montclair SD, CA,** New Multi-purpose Room- Parking Lot Lighting

**Corona Elementary School, Ontario Montclair SD, CA,** New Multi-purpose Room- Lighting for Parking Lot Addition

**Nuview Elementary School, Nuview, CA,** New Parking Lot Lighting

**New Parking Lot Lighting Mead Valley Library, County of Riverside EDA:** Electrical Engineer. Complete electrical design for a new facility included power and distribution, interior and exterior lighting systems, parking lot lighting, off-site street lighting and coordination with utility, fire alarm system, voice/data conduit and J-box system. This is a LEED Certified Facility.

**Yucaipa Police Station, Yucaipa, CA:** Electrical Engineer. Complete electrical design to include power and distribution, emergency generator system, interior and exterior lighting, parking lot lighting, fire alarm system, voice/data cabling system, coordination with Police/ Sheriff's communication systems for power and conduit requirements.

### 3. Resumes and Qualifications of Personnel

Company Name:  
David Volz Design  
Landscape Architects,  
Inc.

Education:  
BS, Landscape  
Architecture, 1981,  
California Polytechnic  
University, Pomona

Licenses & Certifications:

- Landscape Architect,  
California, #2375,  
1983
- LEED Certified, 2008
- QSD/P, 2011

Total Years Experience:  
34 +

## David Volz, LEED AP, QSD/P Electrical Engineer

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

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

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

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

### Relevant Project Experience

**Village Park, Manhattan Beach, CA.** Principal in Charge. The natural grass soccer field at Village Park was so much in demand that the use was overburdening the grass. Typical wear patterns for stressed soccer fields were very evident especially at the goal mouths and across the center of the pitch. The city commissioned David Volz Design to refurbish the field in a manner that would accommodate the many teams who played at this park. A synthetic turf soccer pitch was designed by the DVD team. Site preparation, new boundary walls a permanent soccer field stripping were addressed in the plans. The field, an infilled synthetic turf surface with an engineered subsurface drainage system was installed. The beautiful new soccer pitch accommodates U12 play along the length of the field and is overlaid with two smaller size fields for 7 on 7 matches.

**El Cariso Regional Park, County of Los Angeles, CA:** Principal in charge. This 80 acre park features a universally accessible playground, a new concession building, synthetic turf field for soccer and football, a sensory garden maze, group picnic areas with shade structures, shade canopies over four park play areas, new restrooms and parking facilities.

**Beach Blvd/West Coast Highway, City of Newport Beach, CA:** Principal in charge. Community Outreach design approach, architectural details, cohesive design along multiple streets, accent planting, low impact/stormwater management, traffic calming medians, low maintenance and drought tolerant plantings.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Saf-R-Dig

Certifications: Ground Penetrating Radar, Certified 40-hr hazmat training & Confined-Space Safety training, Caltrans and San Diego County Work Zone Traffic Control. Residential and Commercial Waste water lateral survey and CCTV documentation. Project Management Certification

Total Years Experience:  
16 +

## Donald Whitman Potholing

Subsurface Utility Designating, Locating & Documenting. Proactive Project Management skills include planning and coordination with utility companies, railroads, and local, state and federal agencies; as is inherent in SAF-r-DIG SM Utility Surveys' daily functions and protocol. Aggressive Negotiator; as Liaison Utility Project Coordinator. Experienced in field Quality Control, CGA "Best Practices", Traffic Control, All- Permit Acquisitions, OSHA Field Safety meetings Facilitator. Practical hands-on, on-the-Job experience track record from completing projects ahead of schedule and under budget.

Donald Whitman's multi-task ability provided his unique and reliable skilled talents on Caltrans District 8 potholing on State Route 138 and Caltrans District 7 and Los Angeles County Design Engineers on the Highway 30 Extension Project. For utility records research, designating, locating, exposing existing subsurface utilities and documenting, or otherwise, mapping the underground utilities, Donald used SAF-r-DIG SM non-destructive, minimally invasive damage prevention, air/vacuum soil-extraction process on other projects such as, San Diego's Mission Valley Light Rail, Kinder Morgan Energy gas pipelines, Praxair hydrogen plant facilities, City of Ontario's New Model Colony, City of Pomona Water & Sewer Capital Improvement Program and City of Riverside's Waste Water Treatment Plant Expansion.

### Relevant Project Experience

**Project Manager Roles:** Extensive Utility location duties with Southern California Water Districts on Water Improvement Plans & Designs; Water Reclamation Pipelines, Waste Water Treatment Plants. Pipeline relocation projects. Yucaipa Valley Water District, San Diego County Water Authority Projects, Rancho California Water District, Eastern Municipal Water District. Inland Empire Utility Agency, Western Municipal Water District, San Bernardino Municipal Water District, Jurupa Community Services District, Rubidoux Community Services District, Metropolitan Water District, Imperial Irrigation District, Coachella Valley Water District

**Project Manager – Capital Improvements Sewer & Water/Street Improvement Projects:** Cities within Donald's experience portfolio; Moreno Valley, Pomona, Corona, Chino, Riverside, Ontario, Colton, Redlands, Yucaipa, Fontana, Rialto, Rancho Cucamonga, Upland, Montclair, San Bernardino, every city in the Coachella Valley, Escondido, Carlsbad, San Diego, Chula Vista.

**Project Manager, Sub-consultant Utility Conflict Assessment, Location and Documentation:** For multi-phase Otay Mesa Transmission Main Pipeline Project, San Diego County Water Authority. Subsurface utility designating/locating and potholing for utility conflicts for bridge design over flood zone. Site exploration for the new Morongo Tribal Casino project, in Cabazon, CA, Student Housing, University of California, Cal Poly, Pomona.

3. Resumes and Qualifications of Personnel

Company Name:

HDR

Education:

B.A. U.C. Irvine - Social  
Ecology – Environmental  
Health and Planning,  
1989

Total Years Experience:

34 +

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## Tim Gnibus

### Development Land Use Application Processing & Environmental Assessment/NEPA/CEQA

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Tim Gnibus has over 25 years of professional experience preparing environmental documentation pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for a variety of agencies in southern California. His experience also includes regulatory permitting under Clean Water Act Sections 404 and 401, Department of Fish and Game Code Section 1600 Streambed Alteration Agreements and Coastal Development Permits. He has prepared a variety of land use and planning documents including General Plans, Housing Elements, Specific Plans, and Master Plans.

#### Relevant Project Experience

**On-Call Planning Services.** Throughout his career, Mr. Gnibus has been retained by various jurisdictions to serve as an extension of staff for the processing of a variety of development entitlement applications. His duties included application completeness review, review comments and coordination with other City departments, CEQA adequacy review of environmental documents, staff report preparation, public noticing and Planning Commission, City Council, and Board of Supervisors (for County agencies) presentations:

- Imperial County Planning and Development Services Department
- City of Lake Forest Planning Department
- County of San Diego Department of Planning and Land Use
- Staff Services- City of San Marcos
- Staff Services- City of Poway

**Raymer to Bernson Double Track Project, Metrolink/Los Angeles MTA.** Project Manager for the preparation of the NEPA documentation and supporting technical studies for the Metrolink/Southern California Regional Rail Authority (SCRRA) and the Los Angeles County Metropolitan Transportation Authority (LACMTA) Raymer to Bernson double-track project. This project involves the construction of an approximately 6.4-mile long segment of second main track, thus creating two main continuous tracks. The proposed project improvements also include reconstruction of nine at-grade crossings, construction of two bridges, construction of a new side platform and pedestrian underpass at Northridge Station, reconstruction of auxiliary tracks, relocation and upgrade of existing mainline tracks, drainage improvements, and other minor improvements.

**Orange County Great Park Program EIR, City of Irvine.** Prior to joining HDR, Mr. Gnibus served as the Project Manager for the preparation of the Program EIR for the Orange County Great Park in the City of Irvine. The proposed project involved a reuse plan for the 4,693-acre former MCAS El Toro property. The Orange County Great Park plan proposed the development of a maximum 3,625 dwelling units, a school, 6,585,594 square feet of non-residential uses, and supporting infrastructure.

### 3. Resumes and Qualifications of Personnel

Company Name:  
Platinum PR

Education:  
1987-1991. Monash  
University, Melbourne,  
Australia. B.A.,  
Journalism  
1996 Marketing  
Communications  
Extension Classes at UC,  
Irvine

Total Years Experience:  
25 +

## **Trish Pietrzak** **Public Relations & Public Inquiries**

Trish Pietrzak founded Platinum PR in 2003 to provide public relations, community outreach, marketing and communication services to municipalities and public agencies throughout Southern California. Platinum PR currently utilizes the expertise of long-term partners to provide grant funding and administration, graphic art, web development and printing services. As a Community Outreach Specialist for over 15 years, Trish routinely meets with neighborhood and community organizations, individuals, churches, civic groups and schools to understand issues affecting quality of life in city neighborhoods and communities as well as promoting an understanding of programs or projects offered by her clients. Her expertise in understanding and meeting the needs of multiple stakeholders has been a trademark of her success. With superior strategic planning and organization skills, Trish has valuable experience in strategic planning, organization and developing and implementing comprehensive Public Relations and Community Relations Master Plans to outline short and long term goals for departments, elected officials and citizens that have measurable results. She liaises well between keeping communities informed and clients aware of public attitudes.

### Relevant Project Experience

#### **City of Irwindale Community Relations/Public Relations on Various Street Rehabilitation Projects**

- Coordinated community outreach meetings for scheduled street projects
- Assisted with community buy-in processes for scheduled street projects
- Evaluated community input and prepared report for City Manager
- Prepared powerpoint presentations and fact sheets for council and community meetings for design projects

#### **San Gabriel Valley Cities - ACE Grade Crossing. Jumpstart Safety Program**

- Prepared and presented PowerPoint slideshow for community meeting and Council Meetings at several cities.
- Prepared articles for city newsletters and press releases for local newspapers

#### **City of La Puente CIP Program**

- Prepared and presented PowerPoint slideshow for community meeting and Council Meetings for various projects, mostly in conceptual stage,.
- Prepared articles for city newsletter websites and press releases for local newspapers

#### **CVAG – Grade Separation Studies**

- Worked with the DPW to prepare and present PowerPoint slideshow for elected officials regarding citywide traffic calming alternatives.
- Worked with the DPW to prepare and present PowerPoint slideshow for elected officials and communities in the project areas regarding conceptual grade separation alternatives for CVAG cities.
- Processed input and prepared report for CVAG based on input.

3. Resumes and Qualifications of Personnel

Company Name:  
Avant Garde Inc. (DBE)

Education:  
B.S. Business  
Management, University  
of Phoenix, 2001, CA

Total Years Experience:  
25 +

**Ana Marie LeNoue**  
**Grant Applications & Fund Tracking**

Ms. Ana Marie LeNoue has 25 years of experience in municipal services. She is the President and C.E.O. of Avant-Garde. Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach and Grants program with projects in the Cities of Industry, Montebello, Bell Gardens, La Mirada, and Hawaiian Gardens. Mrs. LeNoue directs the Community Outreach team in support of various capital projects for our clients throughout the southland. Merging sound marketing and public relations techniques to her decades of experience in municipal project management, Ms. LeNoue identifies appropriate community outreach strategies, directs program implementation and manages project outcomes to meet the client's objectives. Ms. LeNoue also oversees the Grant Program to ensure proper resource allocation in the research and development of grant opportunities, grant applications, and project development for various clients.

**Relevant Project Experience**

**57/60 Confluence, City of Industry, CA:** Project Director. Outreach services include design of project logo and branding, development of point of contact materials including project brochures, folders, handouts, design and development of the Freetheway.org website, project video, and community outreach efforts inclusive of presentations and public hearings to garner local and congressional support for the project.

**Whittier Boulevard Revitalization, City of Montebello, CA:** Outreach Director. In an effort to improve the downtown business district, the City of Montebello undertook a project to fully revitalize Whittier Boulevard in the heart of downtown Montebello. Due to the number of businesses and residents impacted, a comprehensive community outreach and awareness campaign was implemented which included ongoing resident and business notification, convenient community input meetings, monthly project newsletter, construction impact support to businesses, and development of a community festival held at project completion, which became an annual event for many years.

**Kauffman & Dorothy Ave. Street Widening and Telegraph Rd. Median, City of South Gate, CA:** Project Director. In concert with the construction of a new elementary school, the City of South Gate needed to widen streets to accommodate the anticipated increased traffic and therefore the planned widening had a significant impact on residences landscaped yards, irrigation systems, driveways and walkways. Outreach services include the design and development of project brochures (communicating the project's purpose, need, benefits, description, and schedule) and meeting notices; facilitation of numerous community meetings; production of presentation materials and power point.

**City of Montebello, CA:** Directed and implemented Project Management duties alongside the City Engineer and Public Works Department. Services required extensive coordination between Public Works, Finance, Transit, Redevelopment, Planning, Building and Safety, Community Services, and Administration Departments.

**City of La Puente, CA:** In concert with the City Engineer, directed and implemented Project Management duties. Services required extensive coordination between Public Works, Finance, Planning, Building and Safety, Parks and Recreation, and Administration Departments.



### 3. Resumes and Qualifications of Personnel

Company Name:  
HDR

Education:  
BS, Civil Engineering,  
California State Univ  
Sac, 1996

Licenses & Certifications:

- Professional Civil Engineer, CA #59859
- Qualified SWPPP Developer (QSD) CGP, No. 21663

Total Years Experience:  
18 +

## Clay Walker, PE, QSD

### Public Works Inspection

Mr. Clay Walker is a professional civil engineer with transportation and environmental experience including management of project design and construction inspection staff, providing technical guidance, and representing owners throughout project delivery processes. He is a member of APWA, ASCE, & NSPE. His experience includes design and construction on port facilities; Class 1 and commuter rail; interstate highways; SWPPP compliance and environmental permitting; final approval (sealing) of engineering plans and specifications; providing clients with engineering expertise and experience while leading highly effective project delivery teams; and assisting municipalities, local agencies, and commissions to comply with local, state, and federal government laws, regulations, and standards.

#### Relevant Project Experience

**SCRRRA/MetroLink, Tunnels 26 and 27. Chatsworth, CA.** Resident Engineer. Clay provided construction engineering services for an intrusion detection system installation at the ends of two tunnels on a Class 1/commuter rail line. The project included construction of electrical and communication systems, installation of 30 foot towers with foundations, placement of remote controlled electronic monitoring system equipment, integration of communication equipment with client's existing systems, and coordination with signal and power utility providers during commissioning. Construction Value: \$2.2M.

**Orange County Transportation Authority, Sand Canyon Grade Separation Construction Management & Inspection. Irvine, CA.** Resident Engineer. HDR is providing full construction management for this grade separation project where the existing city street is lowered and a new grade separation bridge constructed with steel girders and deck and concrete substructure and foundations. Clay is responsible for all contact change orders, contractor meetings, determination on field issues, claims resolution and oversight of progress payments, and contract administration. \$25M.

**Orange County Transportation Authority, SR 57 Widening, Yorba Linda to Lambert, Construction Management. Brea, CA.** Senior Construction Engineer. Clay provided OCTA with construction engineering and inspection services for highway and bridge construction along the northbound SR 57. He is responsible for assisting the construction team with writing change orders, managing the CPM schedule, coordinating project inspection needs with Caltrans and field staff, and assisting with field and contract dispute issue resolution. The project includes construction of a new general purpose lane of concrete pavement along with an asphalt concrete shoulder for approximately 2.5 miles of roadway. Project elements include 22 retaining walls, multiple concrete barriers with sound walls, an extension of an existing concrete box culvert, and widening of five existing bridges during multiple project stages. Construction Value: \$30M.

**City of Anaheim, Grand Plaza. Anaheim, CA.** Clay provided storm water pollution prevention (SWPPP) inspection support to the City's project delivery team during 4 phases of construction operations to deliver a 100,000 sq. ft. outdoor event and meeting space. The project consisted of street improvements, landscaping, hardscape, water features, and large fountains. Monitored site conditions to ensure contractor compliance with the contract's SWPPP requirements. Project completed December 2012. Construction Value: \$15.8M.

4. References



## 2013 Slurry Seal & Rehabilitation & 2014 Roadway Rehabilitation Programs, Port of Long Beach

Long Beach, California

### Contact

Port of Long Beach  
Jeremy Groves  
(562) 283-7868

### Project Highlights

- Civil Engineering and Traffic Engineering Services
- 19 Street Segments throughout the Long Beach Harbor District to be Rehabilitated
- 38,140-Linear-Feet of Combined Segments
- 1,520,000-Square-Feet of Asphalt
- Street Rehabilitation including Pavement Reconstruction, Grind and Overlay, and Slurry Seal
- Traffic Control and Detour Plans
- Multi-Agency Coordination

PENCO provided civil and traffic engineering services to prepare construction documents for the Port of Long Beach (POLB) for these two different projects- 2013 Slurry Seal and Pavement Rehabilitation Program and 2014 Roadway Rehabilitation Program. The 2013 project consisted of 19 street segments, ~38,140-LF with ~1,520,000-SF of asphalt, located throughout the Long Beach Harbor District. The 2014 project consists of four street segments that, combined, are roughly 7,825-LF, with ~440,000-SF of asphalt. Street rehabilitation included pavement reconstruction, grind and overlay, and slurry seal. Traffic design consisted of detailed traffic detour plans.

During design, we had only one change order which was due to additional coordination and design for entries to private operators. For the 2013 roadway rehabilitation, we had no major design changes during construction. Also no construction change orders due to design. Minimal contractor RFIs. Project was completed within the client master schedule for both design and construction.



## Artesia Blvd Rehabilitation and Stanton Ave Reconstruction

Buena Park, California

### Contact

City of Buena Park  
Nabil Henein  
(714) 562-3685

### Project Highlights

- 1.1-Miles of Street Improvements
- Testing of Pavement Samples
- Replacement of Curbs and Gutters
- New ADA Access Ramps
- New Storm Drain System
- Extensive Potholing
- Relocation of a Sanitary Sewer Line
- Permits from the City of Buena Park and the OCFCD
- Extensive Traffic Control
- Relocation of 12" Sewer

PENCO Engineering, Inc. (PENCO) provided civil engineering design and survey services for the rehabilitation improvement of approximately 1.1-miles of Artesia Boulevard, an arterial in the City of Buena Park. The City's goal was to provide pavement rehabilitation, improve sidewalks, access ramps, and alleviate flooding problems in this residential neighborhood.

The project involved conducting the testing of pavement samples to design adequate AC overlays; the removal and replacement of curbs and gutters; the construction of new ADA access ramps; and the design of a new storm drain system (dual 60-inch RCP, 72-inch RCP, 60-inch RCP, 54-inch RCP, dual 36-inch RCP, and dual 36-inch elliptical concrete pipe) that discharged to an existing Orange County Channel. The construction of the storm drain required extensive potholing to confirm the location of existing utilities; the relocation of a 12-inch and 8-inch VCP sanitary sewer line and all sewer laterals to existing homes; and extensive traffic control.

## 4. References



### Contact

City of Irvine  
Mark Carroll  
(949) 720-6000

### Project Highlights

- Civil Engineering Design & Survey Services
- Construction Document Preparation for Extensive Infrastructure Improvements
- Design and Relocations of Underground Utilities
- Plans, Specifications, and Cost Estimates
- Horizontal and Vertical Control
- GPS-Based Aerial Strip Topographic Map & Base Maps
- Traffic Control Plans and Traffic Detour Plans
- Office Survey Mapping
- SWPPP/WQMP
- Bid Assistance
- Construction Staking
- Construction Management

## Jeffrey Road Infrastructure Improvements Irvine, California

Design began August 2006, and Street Improvement Plan approved June 2012. Construction began October 2012 and completed in September 2014. PENCO was retained to provide civil engineering design and survey services for the preparation of infrastructure plans, including roadway rehabilitation, storm drain, sewer line, water line, reclaimed water, Edison electrical conduits, Cox cable and telephone improvements, right-of-way engineering, potholing and grading for realignment of 1.5-miles of Jeffrey Road, from a four-lane to a six-lane roadway, and improvement of 1.0-mile of Portola Parkway.

Both Jeffrey Road and Portola Parkway include realignments and street design, from a four-lane to a six-lane highway, with raised medians, curbs, sidewalks, ADA compliant ramps, and pedestrian undercrossing.

Jeffrey Road included pavement reconstruction with full use of asphalt material for base replacement. Portola Parkway included grind and overlay for pavement construction.

PENCO services included design and relocations of 8-inch sewer; 12-inch domestic water; 12-inch reclaimed water; new 18-inch to 72-inch storm drain; new 36-inch reclaimed water; new 16-inch reclaimed water; 8-inch medium pressure gas line; undergrounding of 2x66 kV and 12 kV electrical overhead lines; joint trench cable telephone; and 12 kV SCE line, CACI line. Improvement plans were processed and approved by the City of Irvine and Irvine Ranch Water District (IRWD). The project included three new traffic signal designs and four traffic signal modifications. PENCO prepared traffic detour plans for four phases of construction.

PENCO's survey group provided horizontal and vertical control; design survey with GPS-based aerial strip topographic map; 25-foot cross sections; and prepared base maps for civil engineering design. Office survey mapping included new street right-of-way and street vacations. No significant revisions to the design and with less than 2% in construction change orders.

#### 4. References



#### Contact

City of Irvine  
Mark Carroll  
(949) 720-6000

#### Project Highlights

- Civil Engineering Design & Survey Services
- Storm Drain Improvements
- Construction Document Preparation for Extensive Infrastructure Improvements
- Street Rehabilitation
- Design and Relocations of Underground Utilities – water, reclaimed, sewer, cable, electric & gas
- Street widening and median improvements - right-of-way engineering
- Traffic Signal Design
- Traffic Detour & Traffic Control
- Office Survey Mapping
- Bid Assistance
- Construction Staking
- Construction Management

### Portola Parkway, Portola Springs & Modjeska Infrastructure Improvements Irvine, California

PENCO provided civil engineering design, including plans, specifications, and estimates (PS&E), and survey services for the design and construction of the public street backbone infrastructure for the 2.1-miles of Portola Parkway, 1.2-miles of Portola Springs, and 0.5-miles of Irvine Blvd. in the City of Irvine. The improvements for Portola Parkway included the design of a variable-thickness pavement overlay, new curb and gutter, raised median, an extensive storm drain system, the undergrounding of electrical poles, CATV, telephone, and gas utilities, and design of one mile of two new collector roads, Portola Springs and Modjeska, which included right-of-way takes along Irvine Company property.

PENCO prepared new street infrastructure for 1.2-miles of Portola Springs Road and 0.7-miles of Modjeska Parkway that included new a 4-lane roadway and curb, gutter, and storm drain design. Our services included survey mapping including right-of-way base maps, and right-of-way dedications for Portola Springs Road and numerous easements for various utilities. PENCO also provided the design of capital water and sewer facilities, with sizes ranging from 12-inches to 36-inches, and non-capital facilities including 8-inch domestic water, 5,400-linear feet of 8-inch and 1,500-linear feet of 10-inch poly vinyl chloride (PVC) sewer lines to meet master plans prepared by the Irvine Ranch Water District (IRWD). We also prepared a hydrology and hydraulics report and design of three miles of storm drain, up to 96-inches, and 8-foot x 12-foot storm drain boxes. In addition, PENCO prepared Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) for all project design components.

PENCO obtained approvals from the City of Irvine, Irvine Ranch Water District (IRWD), and was completed on schedule.

#### 4. PENCO Engineering References

##### Contact

City of Anaheim  
Rudy Emami  
(714) 765-5065

##### Project Highlights

- Analysis of Existing Sewer Pipes
- Plans, Specifications, and Estimates
- Sewer Manhole Additions
- Realignment and Upsizing of Main Sewer Trunk
- Replacement of Several Sewer Laterals
- Addition of Sewer manholes
- Reconstruction of a Sewer Manhole at the OCSD Trunk Line Connection
- Traffic Controlling

##### Key Staff

- Miguel Hernandez, PE
- Jeff Cooper, PE

##### Project Highlights

- Survey of Existing Lines and Street Topography
- Removal and Repair of City's Sewer System
- ROW Mapping
- Topographic Survey Map
- Vertical and Horizontal Control
- Field Locations and Elevations
- Utility Agency Research
- Preliminary Design, Final Plans, and Project Specifications
- Traffic Control Plans
- Construction Cost Estimate
- RFI Clarification
- Construction Observation
- Bidding Support
- Record Drawings
- Post Construction Video Review
- 

##### Key Staff

- Brent Chamberlain, PE
- Jeff Cooper, PE

### City of Anaheim Group 5 - Sewer System Design and Rehabilitation Anaheim, California

PENCO Engineering Inc. (PENCO) was retained by the City of Anaheim to analyze the adequacy of existing sewer pipes within Lincoln Avenue, between Gilbert Street and Magnolia Avenue (Model system 38), for current and ultimate development conditions. PENCO then recommended improvements to meet the City of Anaheim's Master Plan design criteria and prepared Plans, Specifications, and Estimates for the implementation of the improvements.

The analysis resulted in the realignment and upsizing of the main sewer trunk to 12-inches to 18-inches in diameter, and 2.800 feet long or 3,800 feet long; the replacement of several sewer laterals; the addition of sewer manholes; and the reconstruction of a sewer manhole at the connection with an Orange County Sanitation District (OCSD) Trunk line.

The Project Manager utilized project progress meetings and scheduled updates on a monthly basis, to keep the project on track. The construction cost for the Project was \$1,200,000.

During the design PENCO had sub-contracted another company to locate the existing sewer and gas lines by means of potholing. While the sewer alignment was located properly, during construction it was discovered that a portion of the gas line had been constructed with a jog as it neared an intersection. This jog put the gas line too close to the proposed sewer replacement. In order to solve this problem, PENCO worked closely with the contractor and the City of Anaheim to realign the affected portion of sewer replacement thereby minimizing downtime on the contractor's side.

### City of Anaheim Phase II, Group 3, Sewer System Repair and Rehabilitation Anaheim, California

The project consisted of the removal and repair of the City of Anaheim's sewer system at various locations throughout the City. This project included a sewer system study and recommendations for repair and sewer rehabilitation design for a major sewer system involving 44 sewer pipeline segments located throughout the westside of the City of Anaheim.

PENCO Engineering, Inc. (PENCO) reviewed and made recommendations for the existing sewer system including videotaping. PENCO performed a survey of the existing lines to establish the flow line elevations and street topography for "repair and replace" segments. PENCO also performed CCTV inspection of lines to establish damage of existing lines and to recommend repairs of these sewer lines. The design of the sewer line system included the replacement of the existing lines or lining of existing sewer lines.

PENCO prepared preliminary engineering alignment indicating utility conflicts and established a potholing plan to verify utility locations. This information was used to finalize the plan and profiles which minimized construction utility conflicts. PENCO provided right-of-way mapping, vertical and horizontal control, field locations and elevations, topographic survey map, utility agency research, preliminary design, final plans, traffic control plans, project specifications, construction cost estimate, bidding support, Request for Information (RFI) clarification, construction observation, record drawings, and post construction video review.

#### 4. PENCO Engineering References

##### Contact

City of Hermosa Beach  
Diane Strickfaden  
Interim Director of Public Works  
(310) 318-0202

##### Project Highlights

- Sewer Charge Study
- Database Preparation
- City Council Workshops



##### Contact

City of Pomona  
Brian Henslee  
(909) 620-3792



##### Contact

City of Lake Forest  
Dennis H. Jue, PE  
(949) 461-3488

### Hermosa Beach Sewer Service Charge Study

Hermosa Beach, California

PENCO was responsible for the analysis of the potential annexation of the City's sewer system to the County of Los Angeles. PENCO interviewed cities currently utilizing the County for maintenance of sewers through the Consolidated Sewer Maintenance District (CSMD). PENCO reviewed sewer charges of cities near or adjacent to Hermosa Beach, then met with the County to discuss details of annexing into the CSMD. PENCO determined a rate and method for a City Sewer Service Charge for the City of Hermosa Beach. They also determined revenues generated at different rates for the City and determined revenue to the County if the City annexed to the CSMD. A Summary Report was delivered and presented at the City Council Workshop. PENCO has now been hired to assist the City in forming a sewer fee district in 2015.

### Alley Inventory and Rehabilitation

Pomona, California

PENCO provided the City of Pomona with a complete inventory of the its alleys. In 2008, PENCO was awarded the Citywide Alley Improvement Project based upon the initial inventory. PENCO then proceeded to work in conjunction with the City to complete this extensive improvement project that included the rehabilitation of 45 alleys totaling 24,000-linear feet throughout the City.

##### Project Highlights

- Rehabilitation of 45 Alleys
- Rights of Entries from Residents
- Community Outreach and Individual Meetings with Property Owners

### ADA Access Ramp Improvements, Phase IV

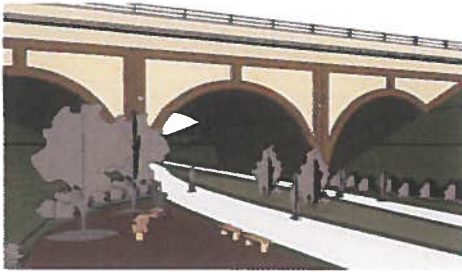
Lake Forest, California

PENCO provided design and construction phase services for this multi-phased project to reconstruct existing sidewalk ramps to comply with California building code (Title 24) requirements and ADA requirements. PENCO's construction phase support included bidding assistance, construction as-built plan preparation, and the one-year warranty inspection.

##### Project Highlights

- Extensive Caltrans coordination (four ramps)
- Sidewalk reconstruction at 40 locations including heavily damaged ADA access ramps
- Field measurements and survey
- Ramp design

4. Subconsultant Engineering References



**Contact**  
Edward Kao  
Project Manager  
310-802-5358

### City of Manhattan Beach, Sepulveda Bridge Widening Project

Manhattan Beach, California

**HDR** is providing design services for this project. The Sepulveda Bridge is a five-span, 165-foot long and 43-foot wide structure. Built in 1930, the City is planning to add one additional traffic lane and remove and reconstruct the sidewalks, meeting Americans with Disabilities Act (ADA) requirements. HDR proposed an innovative solution that will accomplish the widening without need for any retrofit of the existing structure, and hence will eliminate the traffic disruption that any construction activity at the street level would have. HDR's approach called for construction of a buried arch culvert under the existing bridge structure and backfilling the space between the arch and the existing bridge with cellular concrete. This will convert the bridge to a three-span culvert. The arch spans will be constructed using precast concrete arch sections supported on spread footing. Once the precast arches are installed, decorative headwalls with architectural textures will be installed to confine cellular concrete fill. This buried arch culvert will provide an aesthetically pleasing architectural feature that provides a gateway to the local greenbelt area and completely eliminate traffic disturbance during construction, seismic retrofit or bridge replacement associated with conventional widening techniques of the bridge structures



**Contact**  
City of Long Beach  
Sumire Gant  
562.570.6555

### City of Long Beach, As-Needed Transportation Engineering & Planning, and Professional Services Contract

Long Beach, California

**HDR** is currently providing on-call civil engineering services for multiple-transportation improvements. Recently, HDR performed a feasibility study for future streetcar service, potential alignments, and estimated costs and feasibility options. HDR worked with project stakeholders to identify project goals and objectives, developed a Purpose and Need Statement, and evaluation criteria. We identified and evaluated potential alignments based on their cost and economic opportunities/impacts. Additionally, HDR identified funding alternatives and analyzed their potential. Finally, an Executive Summary was prepared to address the initial feasibility determination, alignments, cost estimates, and organizational and funding options.

4. Subconsultant Engineering References



**Contact**  
City of Carlsbad  
Don Neu, Planning Director  
(760) 602-4601

### Quarry Creek Master Plan Environmental Impact Report Carlsbad, California

**HDR** prepared the EIR for the proposed Quarry Creek Master Plan project in the City of Carlsbad. This highly-controversial project involves the construction of 656 residential units, a 2.5 acre nature/education center, a 1.5 acre community facilities site, a 1.3 acre park and ride site, and supporting infrastructure. The project includes 72 acres of natural open space which would be placed into a biological conservation easement. Primary issues addressed in the EIR included potential direct and indirect impacts to highly sensitive upland biological resources and wetland communities associated with the Buena Vista Creek, cultural resources including significant archaeological sites and a National Register of Historic Places eligible Adobe, and the "El Salto Falls" a formally-designated Native American Sacred Site. Other key issues included traffic and proposed mitigation improvements within an adjacent jurisdiction, water quality, aesthetics, hillside development and land use compatibility.

### City of Anaheim On-call Traffic Engineering Services Anaheim, California

**HMM** project manager conducted review of City's traffic related capital projects; managed City's Measure M Eligibility Submittal; as Acting Traffic and Transportation Manager between July 2014 and December 2014 managed traffic engineering staff and daily functions and played a significant role in City's Measure M grant application submittals. All five applications were subsequently funded by OCTA, exceeding \$8 million.

**Contact**  
City of Anaheim  
Rudy Emami  
(714) 765-5183

### City of Morgan Hill On-call Traffic Engineering Services Morgan Hill, California

**HMM** has provided both on-call and project specific traffic engineering related services for the City of Morgan Hill. Services provided have included the Cochrane Road Widening and Signal Modification, Britton Middle School Pedestrian Improvements, Coyote Creek Bike Trail Connection, Madrone Channel Pedestrian & Bike Trail, Watsonville Road Speed Zone Study, the NB US 101 / Tennant Avenue Ramp Modification project and plan checking services for a variety of design projects within the City.

**Contact**  
City of Morgan Hill  
Scott Creer  
(408) 776-7337



4. Subconsultant Engineering References



**Contact**  
HDR  
Mr. Camilo Rocha, PE  
714-730-2339

## Manhattan Beach Sepulveda Blvd. Bridge Widening

Manhattan Beach, California

**Diaz•Yourman & Associates (DYA)** provided geotechnical and Phase I environmental services for a project to widen Sepulveda Boulevard between Rosecrans Boulevard and 33rd Street, including an existing bridge structure. The purpose of the project was to provide an additional northbound travel lane to alleviate traffic congestion. DYA's geotechnical scope consisted of preparing a preliminary foundation report (PFR) and preliminary geotechnical design report (PGDR) in accordance with Caltrans' criteria. The PFR was prepared based on existing available geotechnical data and as-built drawings and provided recommendations for seismic/geologic hazards, earthwork, shallow and deep foundation design for the proposed bridge widening and Caltrans non-standard retaining walls, and lateral earth pressures. The PGDR was prepared based on the findings of a supplemental field exploration and provided recommendations for roadway earthwork, shallow foundation design for Caltrans standard retaining walls, underground utility pipelines, and pavement design. The primary geotechnical consideration for the PFR and PGDR was the seismicity at the site and its impact on the retrofitting of the bridge structure. DYA also performed a preliminary environmental screening evaluation for aerially-deposited lead (ADL), lead-based paint, heavy metals, and asbestos-containing material as part of the supplemental field exploration for the PGDR.



**Contact**  
Rick Engineering  
Mr. Barry Cowan  
949-588-0707

## Westminster Street/Drainage Improvements

Westminster, California

**DYA** performed geotechnical services for street and drainage improvements for several streets, including pavement overlay or reconstruction. The project also included the construction of curb and gutter, sidewalk, driveway approaches, wheelchair ramps, and improvements in private properties to match with street improvements as necessary. DYA conducted subsurface investigation, laboratory testing, engineering analyses and recommendations regarding site preparation and grading, and pavement thickness for flexible pavements.

4. Subconsultant Engineering References



## Alameda Corridor-East Construction Authority

The ACE Project – The “Gateway to America”

**Paragon Partners.** The Southern California Alameda Corridor is a 20-mile, \$2.4 billion consolidated grade separated rail corridor connecting the Ports of Los Angeles and Long Beach to the rail network east of downtown Los Angeles. Paragon completed multiple projects for highway and rail grade separations and improvement projects pursuant to FHWA and Caltrans procedures and regulations. Paragon provided project management, right of way acquisition services, right of way engineering, environmental and railroad coordination, right of way certification, and property management. The projects impacted over 300 parcels. Paragon acquired full and part takes, railroad, access and utility easements, temporary rights, and relocation of complex businesses.

### Contact

Victoria Butler, JD  
Program Manager  
(626) 962-9292

### Project Highlights

- Program/Project Management
- Right of Way Procurement Studies
- Title Coordination, Review and Escrow Services
- Railroad Title Research
- Fee, F&E, Goodwill Appraisals and Appraisal Review
- Acquisition of Right of Way & Real and Personal Property
- Property Management, including Maintenance and Demolition
- Environmental Services
- Right of Way Acquisition/Relocation Status Reports
- Document/Project Control
- Cost Tracking/Cost Reporting
- Right of Way Engineering/Surveying
- Right of Way Base Map and Parcel Map Preparation
- Legal Description Preparation
- Relocation Assistance



## Newport Boulevard and 32nd Street Intersection Widening

City of Newport Beach

**Paragon Partners.** The project’s proposed improvements will improve traffic circulation and reduce existing traffic congestion to an acceptable level of service. Paragon Partners provided appraisal services, negotiations, title due diligence, preparation of legals and plats, and preparation of offers of dedications. Primary objectives of the proposed project include:

### Contact

Andy Tran, P.E.  
Senior City Engineer  
(949) 644-3315

- Introducing an additional northbound through lane along Newport Boulevard from 30th Street to 32nd Street;
- Introducing an additional southbound through lane along Newport Boulevard from Via Lido to 32nd Street;
- Modifying the intersection of Newport Boulevard and 32nd Street to improve traffic operations;
- Introducing raised, landscaped medians to improve safety; and,
- Introducing 6-foot-wide bike lanes along both sides of Newport Boulevard.

#### 4. Subconsultant Engineering References



**Contact**

Prem Kumar, PE, MBA, Deputy Public Works Director/Assistant City Manager  
City of Moreno Valley  
(951) 413-3116

### City Hall Remodel & Renovations

Moreno Valley, CA

TTG provided complete Mechanical, Electrical, Plumbing, and Structural Engineering Services along with Project Management Construction Services for replacement of existing HVAC equipment at the existing City Hall building. Scope of work included thorough analysis of existing zoning within the building and design for new zoning plan with reheat, new Direct Digital Control (DDC) system and new HVAC for MVTV-3 studio.

Electrical design included analysis of the existing power systems to accommodate the new HVAC equipment, design for new power and control connections for new HVAC equipment and development of construction documents (plans and specifications).



**Contact**

Tim Maloney, ASLA  
Community Works Design Group  
(951) 369-0700

### Harada Heritage Park - Jurupa Community Services District – New Park, Phases 2 & 3

Corona, CA

TTG performed electrical load calculations for Phase 2 & 3, 32 acre park with parking lot and concession/restroom building. TTG also reviewed Southern California Edison drawings and coordinated with MUSCO Lighting, and incorporated JCSD comments, TTG provided walkway and parking lot lighting plans and photometric calculations, electrical design for concession building, miscellaneous site lighting, construction observation and provided revised drawings/bulletins as requested.



**Contact**

Shahen Begoumian  
City of Glendale  
(818) 937-8231

### Pacific Park

Glendale, CA

David Volz Design Landscape Architects's role was Preliminary Design, Construction Documents, Bidding and Assistance. A beautiful new soccer pitch was constructed to replace an overused natural grass field at Edison Elementary School. The new joint use facility known as the Pacific Park soccer field features a subsurface drain system, select crushed aggregate base course and rubber infield synthetic turf surfacing. The main soccer pitch runs north to south, with two small fields' overlaid perpendicular to the main field. Inlaid field lines demarcate these fields and the goals were selected to meet the latest safety regulations. New concrete and metal bleachers provide spectator seating, new plantings and shade trees surround the field and screen the new security fence. The facility includes emergency access for school evacuations. David Volz Design was responsible for design, permitting, DSA approvals, and construction administration.

4. Subconsultant Engineering References



## Westside Gateway Landscape Improvements

Newport Beach, CA

**David Volz Design** was commissioned by the City of Newport Beach to lead a Citizen's Advisory Panel (CAP) to design new and improved western gateway landscapes for the city. The project included 5 miles of arterial streets and the critical intersection of West Coast Highway and Balboa Boulevard. Through a series of public meetings, the ideas for a new aesthetic treatment along these streets emerged. A new major gateway with entry monuments, walls, upgraded sidewalks, and beautiful new landscape enhancements were envisioned and approved. The two mile stretch of West Coast Highway received all new landscape treatments with new medians, and right-of-way plantings. Innovative storm water retention and cleaning strategies will be a part of the envisioned low impact design implementation. The intersection of West Coast Highway at Balboa will be accented with new bus stops, landscaped screen walls and new monument signage. This landscape and street enhancement will highlight Hoag Hospital's frontage and the commercial zone. Awards won: ASCE Community Improvement Project of the Year 2015 and OCEC Project Achievement 2015. Firm Role: Community Outreach, Design Development, Construction Documents, Construction Period Services.



**Contact**  
Iris Lee  
City of Newport Beach  
(949) 644-3323

**Contact**  
Steve Huang  
City of Redondo  
Beach  
(310) 318-0661

## Water Pipe Removal & Replacement in Harbor Area

Redondo Beach, California

**Platinum PR.** This project involved the removal and replacement of water pipes in the harbor area, a highly populated space with heavy pedestrian traffic. Parking was restricted, as were bike/pedestrian pathways, and at times water supply was not available to businesses and residents in the project area. Due to the age of the pipes, there was also a HazMat element to the project involving air quality. Our role was to develop point of contact materials including project brochures, fact sheets, handouts, and to develop community outreach efforts inclusive of public presentations at City Hall to build buy-in for the project to mitigate the possibilities of project delays due to public concerns. Our team set up and responded to a 24 hour hotline and walked door-to-door in the affected project area to discuss details or concerns with citizens and business owners. We liaised between residents, businesses, chambers of commerce, homeowner associations, political, religious and minority community leaders to keep management aware of public attitudes. We were responsible for responding to the 24 hour hotline queries from residents, business owners and media. A written report was delivered to City staff and the project ran ahead of schedule.

## 5. Overview & Approach

### Work Plan

The following general approach describes our typical approach to defining scopes and executing a civil engineering design project. At this time, each task has been simplified, but once provided with a specific project, a more detailed description of each task will be provided. Our scope of the Design Stage usually consists of the following phases: Data Collection and Base Plan Preparation, Preliminary Engineering, Construction Documents – Final Engineering, and Bidding and Construction Assistance. And please note that we exceeded the City's DBE goal. Our Geotechnical and Grant Applications/Fund Tracking we estimate will be 10%.

**Data Collection and Base Plan Preparation.** During this phase, PENCO will meet with the City staff and hold a kickoff meeting to identify project goals, schedule, criteria, and constraints, obtain city records, and establish the lines of communication. Also during this phase, PENCO will identify all utility companies, permitting agencies, and required environmental clearances needed for the project. In addition, PENCO will proceed to conduct specific Topographic Surveys of the project site and, in some cases, obtain aerial topographic map. The scope of the survey will depend on the Project. In some cases, cross sections will be obtained in order to aid in the design of the proposed improvements. We will also include Right-of-Way information based on record maps and proceed to prepare Base Plans using the City standard format. The base plans will be the standard 24" x 36" size sheets and will include topographic surveys, right-of-way, and underground utility information.

**Preliminary Engineering.** During this phase of the Project, PENCO will apply general information obtained for the project will proceed to present detailed recommendations and alternative designs. We will also perform a detailed field review of the Project Site to verify the accuracy of the base plan and to identify any additional constraints that may affect the design. PENCO will then proceed to develop alternative conceptual designs to meet the City's Project goals. This will include preparing additional studies (alignments, hydrology, and hydraulics) required to develop such alternatives and will then evaluate the alternatives based on cost and constructability. To complete this phase, PENCO will meet with the City and present the alternatives and



provide our recommendations based on the pros and cons of each of the alternatives presented. We will then incorporate City comments and obtain approval before proceeding in the preparation of the Construction Documents.

PENCO is aware that the projects may range from the preparation of improvement plans for street rehabilitation, widening, realignment, traffic control, traffic signals, or other related street improvements; upgrades, modifications, extensions and/or replacement of water, wastewater, and storm drain facilities; to the preparation of studies and supporting documentation for the areas listed, including hydrology and hydraulic analysis, water and sewer studies, network analysis, the preparation of NPDES, WQMP and SWPPP Reports, and the processing of CEQA compliance and NEPA documentation.

PENCO Engineering will review and coordinate with our transportation sub-consultant HDR/HMM for traffic engineering and transportation planning. Their services include traffic control, traffic signals, signing and striping, and ADA compliant curb ramps.

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**“PENCO has provided civil engineering and surveying services for numerous projects for Orange County. The product that PENCO delivers is always well designed and cost-effective. They accommodate the needs of their client and provide timely responses.”**

Ignacio Ochoa, PE  
Retired Interim Director, Public Works/  
Chief Engineer for OC Public Works

## 5. Overview & Approach

PENCO Engineering will review and coordinate with our geotechnical sub-consultant Diaz-Yourman & Associates (DBE) to produce the appropriate geotechnical report for each project. Their services include pavement engineering, material testing, design and pavement evaluations.

PENCO Engineering will review and coordinate with Paragon Partners, Ltd. for right-of-way acquisition, appraisal, relocation and related services. Paragon understands the need for timely assistance within the constraints of funding requirements and has an established rapport with federal, state and local agencies including Caltrans, FTA and FHWA.

PENCO Engineering will review and coordinate with our environmental sub-consultant HDR for historical research necessary to determine possible environmental issues within the project boundary prior to design.

PENCO Engineering is prepared to provide community outreach assistance by appearing at public meetings to provide exhibits and answer technical questions or any other assistance the City may need.

PENCO has prepared all of the above for not only city and county agencies, but for architects and other engineering firms. The team we are presenting is extremely experienced in the design of streets and roadways, storm drainages systems and channels, sewer systems, water systems and all surveying services.

**Construction Documents – Final Engineering.** PENCO will prepare the Construction Documents in compliance with the City requirements and specific funding guideline requirements. The Construction Plans will typically include a title sheet, quantity and index plan sheet, plan and profile sheets, detail sheets, erosion control sheet, signing and striping, and traffic control sheets, etc., as



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**“I highly recommend PENCO Engineering, who successfully completed civil engineering design and survey services on the Lincoln Avenue project.”**

Natalie Meeks, Director of Public Works  
City of Anaheim

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needed. The plans will be prepared on our previously prepared base plans, clearly defining the limits of work, limits of removals, and clearly defining the new construction items. PENCO will prepare the Project Specifications in the City’s required format, using the City “Boiler Plate,” the “Green Book,” or Caltrans Standard Specifications. Project Specifications will be prepared and submitted to the City using Microsoft Word. We will also prepare a detailed Engineer’s Construction Cost Estimate for the Project. The estimate will be prepared using all funding and location breakdowns, and will serve as the basis of the bid sheet for the Project.

During this phase of the Project, PENCO will coordinate with all Utility Companies, Caltrans, Railroad Companies, and other Cities and obtain the required permits for the specific projects. In addition, during this Construction Document phase, all Environmental clearances and NPDES applications will be processed and secured. Submittals of the Construction Plans, Specifications, and Estimates to the City are anticipated at the submittal requirements.

**Bidding and Construction.** During the bidding phase, PENCO will attend the pre-bid meeting, answer bidder questions, attend job walks, assist in the preparation of the addenda, analyze bids, and recommend award. PENCO could also provide construction staking for the Project, and for this item, we will coordinate with the City staff and the selected Contractor. Once the project is awarded, PENCO will attend the preconstruction meeting, visit the site, review shop drawings and submittals, and respond to RFI’s to interpret plans or to provide resolutions to changed field conditions. Once construction is completed, PENCO will utilize redlines provided by the Contractor and any other available information to prepare “As-Built” drawings.

### PROJECT MANAGEMENT PLAN (PMP)

Successful completion of the project will require a well-conceived management and control plan, based on past successful strategies. Mr. Brent Chamberlain, PE, LEED AP, QSD/QSP, Project Manager, will have responsi-

## 5. Overview & Approach

bility for project management activities to meet the specifics for this project. The PENCO team's PMP will be the summation of PENCO's past successful strategies and Mr. Chamberlain's role as Project Manager. PENCO's PMP will include special emphasis on project communications procedures, preparation of Scope of Work, and the submittal process. Upon Notice-to-proceed (NTP), and before initiating any work, our team will prepare and submit a PMP for the City's review and approval. The specific elements of the PMP can be categorized into three key areas: Progress Report Systems, Cost/Design Schedule Control, and QA/QC.

**Project Delivery Process.** A successful project begins with an effective Scoping Meeting to establish project expectations, assumptions, scope, schedule, and budget. PENCO's staff will meet with City Staff early in the process to determine project criteria such as design criteria, engineering standards, project constraints, schedule requirements, and potential coordination with other projects within the area. This information will be used by the PENCO team to develop a concise and detailed scope of work, schedule, and budget for the project.

**Progress Reporting Systems.** Mr. Chamberlain's proactive communication style means that he will always be available to the City's Project Manager. This accessibility, combined with our team's understanding of the City's needs, generates a team that is ready to mobilize quickly and assign the right staff to a given task.

1. **Document Control.** Before initiating any task order, PENCO will complete a checklist that includes a list of project deliverables and submittal formats. Adherence to Document Control Plan requirements assures quality and speeds up project delivery. Our PMP will also include a detailed Document Control Plan for the



**“Brent Chamberlain in particular has been instrumental to the success of the 2013 Roadway Program. His responsiveness, attention to detail, and superb engineer skills are very much appreciated.**

**“Brent has communicated and coordinated all issues, as well as recommended viable solutions. He has stayed on top of the budget and we have no design issues in the field.”**

Jeremy Groves, PE, PMP, LEED AP  
Program Manager, POLB

project. The Document Control Plan specifies procedures for documenting, transmitting, and storing communication items for the project including meeting minutes, correspondence, submittals, and filing of hard copies and electronic files.

2. **Progress Reporting.** The PENCO team will provide the City's Project Manager with a monthly status report. This report will include project management status, work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and issues and concerns raised during the reporting period.
3. **Communication Plan.** Recognizing that effective project communication is the key component for a successful project, our team will once again focus on clearly defining project team communications. As demonstrated on the organization chart in Section 3, Mr. Chamberlain will be the single point-of-contact for the City's Project Manager and all team communication.
  - A Project Communications Plan will be developed as part of the overall PMP. This Communications Plan will include a list of contact information for all team members, their roles, and responsibilities of the project.
  - The Project Communications Plan will be monitored closely. At each Project Development Team (PDT) meeting, the team will discuss any success and failures of the team's communication with the City of Menifee and/or the City's staff members, and will proactively look for opportunities to improve the project team's communication.

## 5. Overview & Approach



Cost Control / Design Schedule Control. Upon receipt of the Notice-to-Proceed (NTP), our team will develop a Work Base Structure (WBS) budget and schedule program to monitor the project budget and schedule. PENCO's accounting system is designed to assist Mr. Chamberlain and financial managers in efficiently monitoring project costs. Project cost sheets will be available weekly for Mr. Chamberlain, and will show all labor and indirect costs by task. This information, and a detailed estimate of physical progress made during each reporting period, will be used to prepare status reports and update an earned value report. The project will be reviewed at each project milestone or bi-monthly.

Our Project Management team will conduct monthly project schedule reviews to identify potential deviations and formulate a plan of action to minimize impacts to the schedule. Schedule updates will be made available to City Staff for review. Mr. Chamberlain will use an Action Item Checklist as a management tool to track the responsibilities of PENCO team project personnel. Each item will identify the responsible individual and due date, and will be diligently tracked by Mr. Chamberlain to assure completion. Mr. Chamberlain will monitor progress of the designing team members, on a weekly basis.

Completion will be tracked and compared to the baseline schedule; slippage will be identified and corrective actions taken to restore the schedule to original forecasted completion dates. PENCO is committed to a preparing a project for the City of Menifee that is not only

technically successful, but fiscally responsible as well. Accordingly, all project expenditures will be tabulated and monitored, on a weekly, basis by Mr. Chamberlain, who will be responsible for taking corrective action on the baseline budget, as required.

To conduct the project control effort, PENCO will utilize Microsoft Office software for project management scheduling, and cost control. Microsoft Project will be used to establish the master project schedule in accordance with the agreed-upon work breakdown, so that the schedule can be integrated into discrete work elements for budgeting and monitoring purposes. The master project schedule will provide essential information necessary to determine the project's critical path and to report the project's status.

QA/QC Process Procedures. The Project Team is committed to providing the City with the best possible product, on schedule and within budget. To accomplish this, the Team has a Quality Assurance/Quality Control (QA/QC) Program that is organized in a manner that will accommodate the specific needs and requirements of the Project. PENCO's QA/QC program is generally divided into two phases:

a. **Design Team Review.** This review is performed by members of the Project Team as the work progresses. Prior to the start of any design work, an analysis is made to determine the technical requirements, the needs and requirements of the Client, jurisdictional requirements, and any fiscal constraints or schedule requirements of the Project. At this time, specific quality control requirements and internal review procedures are established for the Project. The quality control requirements usually include the following:

- Analyzing design requirements and assigning work tasks to specific design or drafting staff. This is conducted by personnel of equal or higher classification than the Staff accomplishing the work.
- Establishing internal review procedures with PENCO's checklist. All designs are reviewed by members of the Design Team. Review of work, both completed tasks and those tasks in progress during the project design. This will include review by the design staff.
  - The Project Manager reviews all quality control steps and revisions with the Project Engineer before incorporating in the final

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**“PENCO should be commended for their fine effort to keep construction on schedule and traffic impacts effectively controlled.”**

Mark Carroll, PE  
City Engineer, City of Irvine



## 5. Overview & Approach



plans. The Project Manager reviews the monthly project budget and the project schedule to ensure the project complies with established goals and the City's requirements.

- The City is encouraged to be involved in the QA/QC process. PENCO will maintain regular contact with City Staff and will schedule project status meetings to insure that the project objectives are met.

b. **Independent Peer Review.** This review is conducted at various project phases such as the preliminary, 60%, and 90% by design personnel who are outside of the regular Project Design Team. Peer review consists of a detailed review of project work products. This process involves the assignment of senior personnel, including Principals of the Team member firms, to perform detailed, independent reviews of the work being performed on the Project. The selection of senior personnel for this task is based on professional expertise, specific knowledge of similar projects, and years of experience. The detail reviewer's responsibility will include: Evaluation of the overall project concept at preliminary phase; Verification of the adequacy of the design to achieve the project goals; Evaluation of possible design alternatives; Review of QA/QC by the Design Team Review; Review the project for constructability. Review with a contractor set of eyes; Recommendations made by the independent reviewer are made directly to the Project Manager, who has the responsibility to evaluate the recommendations and implement changes, as required.

Following, please see PENCO's resources and tools we will utilize to ensure that we will be very responsive to the City's request.

### PENCO Resources

To better serve the City of Manhattan Beach, PENCO will utilize Microsoft Office software for project management, scheduling, and cost control. Microsoft Project will be used to establish the master project schedule in accordance with the agreed-upon work breakdown, so that the schedule can be integrated into discrete work elements for budgeting and monitoring purposes. The master project schedule will provide essential information necessary to determine the project's critical path and to report the project's status.

PENCO's accounting system, Deltek Vision, is designed to assist the project managers and financial managers in efficiently monitoring project cost. Project cost sheets are available bi-weekly to the project managers and will show all labor and indirect costs separated by tasks. This information and a detailed estimate of physical progress made during each reporting period will be used to prepare status reports and update an earned value report. Our project management team will conduct monthly project schedule reviews to identify potential deviations and formulate a plan of action to minimize impacts to the schedule.

PENCO's in-house office equipment includes Autodesk Civil 3D 2014, MicroStation v8i and InRoads, Carlson Survey 2014, and Leica Geo Office software to facilitate ALTA, Topographic Mapping, and preparation of legal descriptions.

PENCO has a Xerox and Toshiba color copier, multiple HP printers and an OCE Plotwave 300 for plotting larger plans. The OCE Plotwave 300 prints and scans black and white and color plans on various media types such as check plot bonds, matte films, etc. PENCO also utilizes their vendor, Santa Ana Blueprint, for blueprint/reprographics production to cut in-house costs.

PENCO Engineering, Inc.'s Survey Department utilizes cutting edge technology to further facilitate timely and accurate data assessment for our clients.

All of our survey field crews are equipped with the following equipment:

- Leica TCRP-1203 Total Station Robotic Survey Instruments
- Allegro Data Collectors with Carlson Software
- Leica i-Rover network GNSS – GPS with CS15 controllers

## 5. Overview & Approach

- Leica – DNA10 Digital Level
- Lap top computers with full wireless connections, printers and scanners
- Digital cameras
- Four wheel drive survey vehicles

Our field crew and office staff are linked with wireless connections from field laptop computers directly to our office operations, thus enabling data to be transmitted both ways instantaneously. This provides our clients with more efficient and cost effective field surveying and office mapping services.

PENCO Engineering has very close relationships with other consultants that support and compliment our engineering and survey services such as Aerial Mapping, geotechnical, traffic planning and esign, structural, landscape and dry utilities.

PENCO Engineering, Inc. utilizes state of the art computer design programs including:

- Autodesk Civil 3D – Infrastructure Design Suite
- Microstation v8i
- Microstation InRoads
- AES All Counties in Southern California
- Microsoft Office
- Microsoft Project
- Flow Master
- Retain-Pro

Our engineers received full training in utilization of these programs and are mentored by our senior engineers.

Our hardware computers consist of:

- Intel I7 Processors
- Dual Monitors – 22"
- Dell T1700 Professional
- Top of the line graphic cards
- Secured Network System with dual data back-up – locally and on cloud.



6. Compensation/Payment Schedule

**Hourly Rates**

Please refer to our separate envelope that contains this information. Thank you.



# City of Manhattan Beach

## Public Works Department

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

### REQUEST FOR PROPOSAL Addendum No. 1

BID NUMBER: RFP# - 1027-15  
BID TITLE: ON-CALL PROFESSIONAL DESIGN SERVICES  
REQUESTING DEPARTMENT: Public Works – Engineering Division  
RELEASE DATE: February 11, 2015  
DUE DATE: Thursday, February 26, 2015 @ 3:00 p.m. PST

The City has received the following questions and comments regarding this proposal. The City responses are shown in italics.

1. Please confirm that technical qualifications and hourly rates are to be submitted as part of this RFP. The detailed fee proposal with total lump sum fee would be required once the consultant is selected.

*Response: Yes, technical qualifications and an hourly rate schedule is required as part of the response to the RFP. See section 2.6 Compensation/Payment Schedule. The detailed fee/rate schedule will be used to determine the final cost of the individual task order required to complete specific projects.*

2. Do any of the listed projects require full CEQA review or a negative mitigated declaration would suffice?

*Response: The City has not studied any of the potential projects to determine the level of environmental review required. As part of the task order for the specific project, the consultant will provide the required environmental review as a work item in the task order for that specific project if environmental review is required.*

3. Will consultant be responsible for any public outreach required by the City?

*Response: Depending on the specific project, Consultants may be asked to attend and make presentations at public meetings. Public outreach will be included as a work item in the task order if it is anticipated that public outreach would be needed for that specific project. Public outreach will only be required for more complex projects that involve a larger community impact.*

4. Does the City intend to provide any existing utility information for the project area?

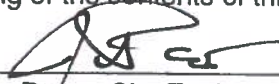
*Response: The City will provide utility information only for City owned utilities as specific projects are assigned to consultants.*

5. Do sub consultants need to sign proposal forms referenced in section 2.7?

*Response: No*

Prospective consultants shall sign this Addendum and include it with their RFP submittal to acknowledge receipt and understanding of the contents of this Addendum.

2/20/15  
Date

  
Joe Parco, City Engineer

Consultant  
  
Signature



# City of Manhattan Beach

## Public Works Department

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Phone: (310) 802-5568  
FAX: (310) 802-5590  
TDD: (310) 546-3501

### REQUEST FOR PROPOSAL Addendum No. 2

BID NUMBER:	RFP# - 1027-15
BID TITLE:	ON-CALL PROFESSIONAL DESIGN SERVICES
REQUESTING DEPARTMENT:	Public Works – Engineering Division
RELEASE DATE:	February 11, 2015
DUE DATE:	Thursday, February 26, 2015 @ 3:00 p.m.. PST

The City has received the following questions and comments regarding this proposal. The City responses are shown in italics.

- 1) If we have DBE firms that will fill over 4% of the work as part of our sub-consultants, are we still required to perform the Good Faith Effort?  
*If you are using DBE subcontractors for at least 4% of the work, then you do not need to submit Exhibit 15 DBE Information - Good Faith Efforts.*
- 2) By "hard cover" do you mean three ring binders for the covers for our submittals?  
*"Hard cover" in this case just means we want your submission to be bound in some way. Coil Binding, Comb Binding, Strip Binding or a 3-ring binder are acceptable.*

Please include a signed copy of this addendum in your proposal to show you have received it and included its provisions in your proposal.

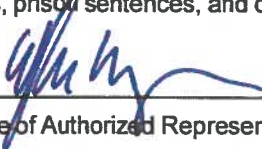
  
Joe Parco, P.E.



**APPENDIX 2 – NON-COLLUSION AFFIDAVIT**

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

  
\_\_\_\_\_  
Signature of Authorized Representative

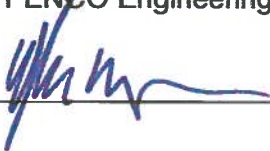
Jeffrey M. Cooper, PE  
Name of Authorized Representative

Vice President  
Title of Authorized Representative

**APPENDIX 3 – CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES**

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Jeffrey M. Cooper, PE, Vice President Name (Please Print or Type)  
PENCO Engineering, Inc.

By:  Consultant's Signature

Date: February 26, 2015

**This executed form must be submitted with Scope of Work proposal.**

**APPENDIX 4 - CERTIFICATION OF PROPOSAL**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) NO. 1027-15.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: PENCO Engineering, Inc.

By:   
(Authorized

Signature) Type Name: Jeffrey M. Cooper, PE

Title: Vice President

Date: February 26 2015



**APPENDIX 7 - EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL**

**MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at [http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: PENCO Engineering, Inc.

Indirect Cost Rate: 170% \* for fiscal period 1-1-2015 to 12-31-2015 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Manhattan Beach

Contract Number: RFP #1027-15

Project Number:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 5.5 million and the number of states in which the firm does business is 1.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ Not known at this time

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ Not known at this time

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Jeffrey M. Cooper, PE

Title: Vice President

Consultant Certification Signature \*\*:

  
\_\_\_\_\_

Date of Certification (mm/dd/yyyy): 2-26-2015

Consultant Contact Information:

Email: jcooper@pencoeng.com

Phone number: 949-289-5414


**\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**APPENDIX 8 - EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>City of Manhattan Beach</u>			
2. Project Location: <u>Manhattan Beach, CA</u>			
3. Project Description: <u>RFP # 1027-15 - On-Call Professional Design Services</u>			
4. Consultant Name: <u>PENCO Engineering, Inc.</u>			
5. Contract DBE Goal %: <u>10%</u>			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert Number	9. DBE %
Geo-technical	Diaz-Yourman & Associates (DYA)	#20160	5%
Grant Applications & Fund Tracking	Avant-Garde, Inc.	#36060	5%
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____		 11. Preparer's Signature	_____ %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		12. Preparer's Name (Print) <u>Jeffrey M. Cooper, PE</u>	
19. Local Agency Representative Name (Print)		13. Preparer's Title <u>Vice President</u>	
20. Local Agency Representative Signature	21. Date	14. Date <u>2-26-2015</u> 15. (Area Code) Tel. No. <u>949-753-8111</u>	
22. Local Agency Representative Title	23. (Area Code) Tel. No.		

**Distribution:** (1) Original – Consultant submits to local agency with proposal (2) Copy – Local Agency files

**APPENDIX 9 - EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract    N/A</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application    N/A</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial    N/A</p> <p><input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b>    N/A</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    N/A</p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b>    N/A</p>	<p><b>7. Federal Program Name/Description:</b>    N/A</p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b>    N/A</p>	<p><b>9. Award Amount, if known:</b>    N/A</p>	
<p><b>10. Name and Address of Lobby Entity</b>    N/A (If individual, last name, first name, MI)</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b> (including    N/A          address if different from No. 10a)          (last name, first name, MI)</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>	
<p><b>12. Amount of Payment (check all that apply)</b>    N/A</p> <p>\$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b>    N/A</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b>    N/A</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____          Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>    N/A</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>    N/A    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: </p> <p>Print Name: <b>Jeffrey M. Cooper, PE</b></p> <p>Title: <b>Vice President</b></p> <p>Telephone No.: <b>949-753-8111</b>                      Date: <b>2-26-2015</b></p>
<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		

**Federal Use Only:**

# Xerox WC 7545 SMTP Transfer Report



**Job Status: FAILED** Job canceled by system.

## Job Information

Device Name: PWCopier  
Submission Date: 04/29/15  
Submission Time: 08:31 AM  
Images Scanned: 0  
Size: 0  
Attachment Name:  
Format: Image-Only PDF  
Encrypted E-mail: No

## SMTP Server

Address: 172.20.5.88:25

## Message Settings:

Subject: Scanned from a Xerox multifunction device  
From: PWCopier@citymb.info  
Reply To: PWCopier@citymb.info  
To:

1. kkim@citymb.info