

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
W.G. ZIMMERMAN ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this 13th day of January, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and W.G. ZIMMERMAN ENGINEERING, INC., a California corporation ("Consultant").

**WITNESSETH**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-site staff support services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

matters of concern;

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Consultant's Billing Rate Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant's total compensation shall not exceed Forty-Nine Thousand Dollars Four Hundred Seventy Dollars (\$49,470.00).

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

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

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on January 12, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

## 5.0. INSURANCE

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

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

“claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

W.G. Zimmerman Engineering, Inc.  
17011 Beach Boulevard, Suite 1240  
Huntington Beach, CA 92647  
Tel: (714) 799-1700  
Attn: Bill Zimmerman

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5000  
Attn: Public Services Dept.

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Department

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

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,



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

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

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

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

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

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

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

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA

Thomas Kelly  
City Manager

Date: 1/25/17

CONSULTANT

William G. Zimmerman  
Signature

Date: 1/18/17

William G. Zimmerman, President  
Name and Title

33-0860369  
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green  
City Clerk



Date: 1-26-17

APPROVED AS TO FORM:

[Signature]  
City Attorney

Date: 01/23/17

APPROVED AS TO INSURANCE:

[Signature]  
Risk Management

Date: 1/19/17

APPROVED AS TO CONTENT:

Raja Sethuram  
Project Manager

Date: 1-19-17

DEPARTMENTAL APPROVAL

Raja Sethuram  
Public Services Director

Date: 1-19-17

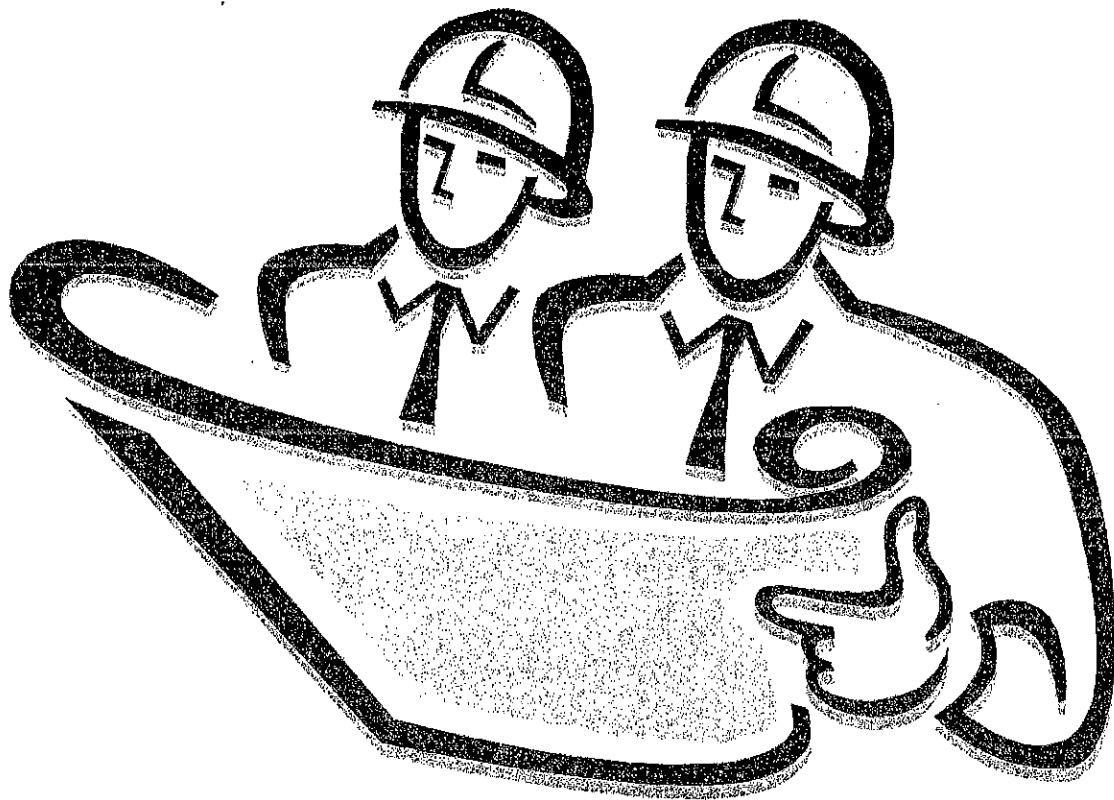
APPROVED AS TO PURCHASING:

Stephen Dumivent  
Interim Finance Director

Date: 1-19-17

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**CITY OF COSTA MESA  
STATEMENT OF QUALIFICATIONS  
TO PROVIDE  
ON-SITE STAFF SUPPORT SERVICES**



Submitted to:  
**City of Costa Mesa**

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Submitted by:  
W.G. Zimmerman Engineering, Inc.

January 5, 2017

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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Mr. Raja Sethuraman, P.E.  
Interim Public Services Director  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

**RE: Statement of Qualifications to On-Site Staff Support Services for the City of Costa Mesa**

Dear Mr. Sethuraman:

W.G. Zimmerman Engineering Inc., a certified **Small Business Enterprise (SBE)** by the State of California, is a full service Transportation/Traffic/Civil Engineering firm, recognized by Local, State, and Federal Agencies for providing quality professional project management and engineering services. We are very excited about the opportunity to provide the City of Costa Mesa Professional Services. We have served agencies in the same capacity and still continue to provide these services to various agencies.

As a focused and solely public-agency-serving civil and transportation engineering firm established in 1995, our company's mission is ***"To provide traffic, civil, and transportation traffic engineering services as well as project management and staff augmentation services to assist public agencies achieve their goals"***. We are uniquely qualified to provide Professional Services for the City of Costa Mesa since we have real and relevant experience directly applicable to these services. Our experience includes the cities of: Norwalk, Signal Hill, Seal Beach, Stanton, Westminster, Mission Viejo, and Norco as well as serving Orange County Transportation Authority and Western Riverside Council of Governments.

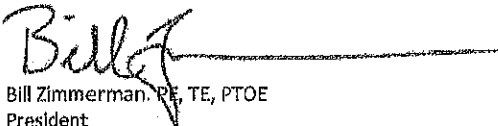
Our diversified Agency project experience includes municipal projects such as corporate yard enhancements to bridge rehabilitation projects. These projects have been through either our "On-Call" services or project specific Agency requests. The Agencies served for these projects include the cities of; Carson, Long Beach, Signal Hill, Santa Monica, Downey, Norwalk, Pasadena, Camarillo, Cypress, Seal Beach, Westminster, Stanton, Brea, Fullerton, Yorba Linda, Garden Grove, Orange, Santa Ana, Fountain Valley, Huntington Beach, Newport Beach, Irvine, Mission Viejo, San Diego, Lake Elsinore, and Norco.

Please address all correspondence concerning this statement of qualifications and items requiring contractual authority and negotiations to my attention at the following address:

Bill Zimmerman, PE, TE, PTOE, President / CEO  
W.G. Zimmerman Engineering, Inc.  
17011 Beach Boulevard, Suite 1240  
Huntington Beach, CA 92647  
Phone: 714-799-1700 x 100 / Cell: 714-412-1597  
E-mail: [wgzimmerman@wgze.com](mailto:wgzimmerman@wgze.com)

If you have any questions, please do not hesitate to contact me at 714-799-1700 ext. 100.

Respectfully Submitted,  
**W.G. Zimmerman Engineering, Inc.,**

  
Bill Zimmerman, PE, TE, PTOE  
President

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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**City of Costa Mesa**  
**Request for Qualifications – Annual On-Call Consultant Services**

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**SECTION 1.0 – FIRM BACKGROUND**

As a Certified Small Business Enterprise (SBE) Traffic / Transportation / Civil Engineering firm, W.G. Zimmerman Engineering has provided Professional Traffic, Transportation Engineering, and Project Management services to agencies in Southern California, including the cities of: Aliso Viejo, Brea, Camarillo, Carson, Chino, Costa Mesa, Cypress, Downey, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Lake Forest, Long Beach, Mission Viejo, Newport Beach, Norco, Norwalk, Orange, Pasadena, Santa Ana, Santa Monica, San Diego, Signal Hill, Stanton, Westminster, Yorba Linda, as well as the Orange County Transportation Authority, Western Riverside Council of Governments, LACMTA, and County of Orange. Our experience with these agencies is well-rounded and includes short and long project development timelines as well as *immediate* emergency responses to critical issues.

W.G. Zimmerman Engineering, Inc., was established in 1995 and has been a solely agency-serving firm since its inception 21 years ago. The firm is certified as a Small Business Enterprise by the State of California, OCTA, LAC METRO, and the Port of Long Beach.

Our traffic engineering experience includes:

<ul style="list-style-type: none"><li>• Fiber Optic Communication Plans</li><li>• Traffic Signal Plans</li><li>• Traffic Signal Timing Plans</li><li>• Engineering and Traffic Surveys</li><li>• Neighborhood Traffic Management Plans</li><li>• Citizen Complaint Investigations</li><li>• Traffic Signal/Stop Sign Warrant Analysis</li><li>• Traffic Management Programs</li><li>• Traffic Calming Devices</li><li>• Traffic Control Plans</li><li>• Construction Management</li></ul>	<ul style="list-style-type: none"><li>• Traffic Signal Systems</li><li>• Signal Communication Systems</li><li>• Signal Synchronization</li><li>• Street Lighting</li><li>• Signing and Striping</li><li>• Traffic Impact Reports/Reviews</li><li>• Utility Coordination</li><li>• CALTRANS Coordination</li><li>• Funding Obligations and Support</li><li>• Traffic Plan Checking Services</li><li>• Grade Separation Traffic Studies</li></ul>
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**1.1 Staff Experience**

Mr. Bill Zimmerman will serve as the Project Manager/Lead Traffic Engineer for City of Costa Mesa's On-Site Support Services. He has over 30 years of traffic and civil engineering experience. He is a California Registered Civil and Traffic Engineer. His experience includes working with various agencies for regional traffic signal coordination, traffic signal design, fiber optic communication design, traffic signal management systems, traffic control plan development, signing and striping plans, and funding management. Supporting Mr. Zimmerman will be Amy Tran, EIT, as On-Site Staff Support and other WGZE staff as needed. Ms. Tran has provided on-site traffic engineering support services to OCTA through the Regional Modeling Traffic Operations Support Services contracts since 2011 and to the City of Carson as On-site Engineering Support. Ms. Tran is well-versed in OCTA Project P closeout procedures. She also has experience with fulfilling Caltrans requirements to obtain Notice to Proceed (E-76) through the Request for Authorization process for both Preliminary Engineering and Construction phases.

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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**1.2 History and Structure**

The Company commenced operations in 1995 and was formalized as an "S" Corporation in 1999 in the State of California. Our Corporate office is located in the City of Huntington Beach. The firm currently has 11 staff members. Our contact information is provided below:

Corporate Offices:

W.G. Zimmerman Engineering, Inc.  
 17011 Beach Boulevard, Suite 1240  
 Huntington Beach, CA 92647  
 Fax: 714.333.4712

Firm President / CEO: Bill Zimmerman, P.E., PTOE  
 Phone: 714.799.1700 ext. 100  
 Email: [wgzimmerman@wgze.com](mailto:wgzimmerman@wgze.com)  
 Website: [www.wgze.com](http://www.wgze.com)

**1.3 Project Team**

Key W.G. Zimmerman Engineering staff members assigned to the City of Costa Mesa are provided below:

- Bill Zimmerman, P.E., T.E., PTOE** – Project Manager/Lead Traffic Engineer
- Amy Tran, EIT** – On-Site Traffic Engineering Support
- Antonio Magana** – Traffic Engineering Support
- Chris Cordero, PE** – QA/QC Manager/Construction Management Support
- Kamal Bhayal** – Traffic Engineering Support
- Michael Brust** – Construction Management Support
- Seyl Ojuri** – Traffic Engineering Support

**1.4 Range of Services**

W.G. Zimmerman Engineering, Inc. offers the following services:

<p><b><u>Traffic Engineering</u></b></p> <ul style="list-style-type: none"> <li>• Contract Traffic Engineer</li> <li>• Traffic Impact Studies</li> <li>• Traffic Studies</li> <li>• Traffic Signal Timing</li> <li>• Corridor Signal Coordination</li> <li>• Traffic Signal/System Design</li> <li>• PSR/PR/Alignment Studies</li> <li>• Signing, Striping and Traffic Control</li> <li>• Interagency Coordination</li> <li>• Funding Obligation/Management</li> <li>• Construction Management</li> </ul>	<p><b><u>Transportation Planning / Engineering</u></b></p> <ul style="list-style-type: none"> <li>• Feasibility Studies</li> <li>• Transportation Planning</li> <li>• Concept Alignments</li> <li>• Street Planning</li> <li>• Circulation Elements</li> <li>• Intersection Widening</li> <li>• Roadway Widening</li> <li>• Freeway Ramp Design</li> <li>• Grade Separations (roadway)</li> <li>• Plans, Specifications, and Estimates</li> <li>• Construction Management</li> </ul>
<p><b><u>Intelligent Transportation Systems</u></b></p> <ul style="list-style-type: none"> <li>• Traffic Signal Systems Management</li> <li>• Master System Interface Design</li> <li>• F/O Communication Design</li> <li>• TP Communication Design</li> <li>• Field Controller Design</li> <li>• CCTV / VIDS Design</li> <li>• TMC Design</li> <li>• ITS Feasibility Design</li> <li>• Consultant Management</li> </ul>	<p><b><u>City / Municipal Engineering</u></b></p> <ul style="list-style-type: none"> <li>• Agency Coordination</li> <li>• Water and Waste Water Systems</li> <li>• Parking Lot Design</li> <li>• Development Plan Reviews</li> <li>• Drainage Systems</li> <li>• Hydrology Analysis</li> <li>• Storm water Pollution / Infiltration System Design</li> <li>• Project Management</li> <li>• Construction Management</li> </ul>

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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***1.5 Project Commitment***

As a small business and agency-serving company, we are able to quickly mobilize our staff and team to assist the City of Costa Mesa on any high priority project to meet the City's needs or compressed schedules. In addition, our staff experience is very diverse and experienced in public traffic and transportation-related projects. Our traffic engineering knowledge includes traffic signal operations and implementation, signal communication design and review, traffic studies, and development coordination. We are dedicated to the City of Costa Mesa and enjoy solving engineering problems.

***1.6 Financial Condition***

W.G. Zimmerman Engineering, Inc. is a financially stable firm. We have continually enjoyed good growth opportunities since the company's inception and predict strong revenues for the current fiscal year (FY 16/17) and the upcoming FY 17/18. Our financial stability is credited to the firm's implementation of a strong business plan in conjunction with an effective project management program as well as a record of providing quality services to our clients. The firm does not have any impending litigation and / or planned bankruptcy.

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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**SECTION 2.0 – FIRM’S EXPERIENCE**

**2.1 Similar Projects**

W.G. Zimmerman Engineering, Inc. has previously provided similar traffic project management and traffic engineering services to Southern California agencies. These agencies include: the Orange County Transportation Authority, cities of Signal Hill, Norwalk, Long Beach, Seal Beach, Fountain Valley, Mission Viejo, Burbank, and the County of Los Angeles. We have selected similar projects to demonstrate our experience and expertise.

<b>Project:</b>	<b>Interim City Engineer</b>
Client:	City of Norwalk
Address:	12700 Norwalk Boulevard Norwalk, CA 90650
Contact:	Kurt Andersen, Community Development Director
Telephone:	(562) 929-5744
Project Budget:	Open
Project Timeline:	2014-present
Key Staff Members:	Bill Zimmerman – Interim City Engineer
Support Staff:	Chris Cordero, Kamal Bhayal, Amy Tran, Michael Brust, and Seyl Ojuri
Subconsultants:	As-Needed

Served as City Engineer (on-site), performing general engineering duties including City Staff management, City Council Agenda Presentation, Managing CIP, responding to residents and businesses, funding coordination, representing City at interagency meeting, responsible project construction, and public workshops.

<b>Project:</b>	<b>Consultant Services to Support Regional Modeling Traffic Operation Project</b>
Client:	Orange County Transportation Authority
Address:	600 South Main Street, Second Floor Orange, CA 92868
Contact:	Anup Kulkarni, Section Manager
Telephone:	(714) 560-5867
Contact:	Ron Keith, Project Manager III
Telephone:	(714) 560-5990
Project Budget:	\$249,000
Completion Date:	April 2017
Key Staff Members:	Bill Zimmerman and Amy Tran
Subconsultants:	Shirley Land, Land CM Corp.

W.G. Zimmerman Engineering, Inc. provided traffic engineering support for the Consultant Services to Support Regional Modeling Traffic Operations Project. The project included: on-site staffing, development of a document control system, project file reorganization for hardcopies and electronic files, Traffic Operations contract and invoice management, On-Call Consultant services RFP, management support of OCTA-led TSSP corridors, coordination with CAMM for the procurement of Agency Cooperative Agreements and Contract Task Orders, support services for Measure M Application reviews, update project status for current OCTA-led TSSP projects for Semi-Annual Review Reports, Measure M2 funded RTSSP reimbursement forms, Measure M2 Match reporting, Traffic Forum meeting

**City of Costa Mesa**  
**Statement of Qualifications – On-Site Staff Support Services**

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support, agency coordination, SYNCHRO corridor reviews, assist other OCTA staff to gather RTSSP information for reporting needs, 2011-16 Call for Projects support, and presentations as required.

**Project:** *On-Call Traffic Engineering Services*  
**Client:** City of Downey  
**Address:** 11111 Brookshire Avenue  
Downey, CA 90241-7016  
**Contact:** Edwin Norris, Deputy Public Works Director  
**Telephone:** (562) 904-7109  
**Project Budget:** Task Order  
**Completion Date:** As Required  
**Key Staff Members:** Bill Zimmerman, Chris Cordero, Amy Tran, Kamal Bhayal, Seyi Ojuri,  
Michael Brust  
**Subconsultants:** None

W.G. Zimmerman Engineering has performed projects for the city of Downey under this On-Call contracts, these projects include: traffic signal design, HAWK Signal design, scramble crosswalk analysis, lighting design and analysis, Federal and State grant funding applications, community meetings, and small emergency projects.

**Project:** *Marquardt and Rosecrans Grade Separation, Traffic Study, Traffic Signal Design, and Area-wide Traffic Management Plan*  
**Client:** LACMTA (METRO)/Biggs - Cardosa & Associates  
**Address:** 500 S. Main Street, Suite 400  
Orange, CA 92868  
**Contact:** Eric Pheifer, P.E.  
**Telephone:** (714) 352-8312  
**Email Contact:** epheifer@biggscardosa.com  
**Project Budget:** \$250,000  
**Completion Date:** February 2017  
**Key Staff Members:** Bill Zimmerman, Kamal Bhayal, Amy Tran, Seyi Ojuri, Antonio Magana,  
Chris Cordero  
**Subconsultants:** None

W.G. Zimmerman Engineering was a part of the Team to design the Grade Separation at Marquardt and Rosecrans in the City of Santa Fe Springs. The project was administered through LACMTA (METRO). METRO proposed to install the Grade Separation at this Intersection in support of Further High Speed Rail and also provide safety enhancements. W.G. Zimmerman Engineering was responsible for Traffic Engineering in support of the project. The project evaluated 23 Intersections for impact, during and after construction to determine mitigation measures. These measures included striping enhancements, signal timing, and installation of two traffic signals. In addition, a corridor and area-wide SYNCHRO analysis was conducted to determine optimal signal timing for the affected streets during and after construction. A Traffic Management Plan was prepared for four different alternatives including construction phasing, pedestrian safety, and impacts to local businesses. The project required close coordination with the cities of Santa Fe Springs and La Mirada, METRO, and BNSF.

**EXHIBIT B**

**CONSULTANT'S BILLING RATE SCHEDULE**

**W. G. ZIMMERMAN ENGINEERING, INC.**

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**Billing Rate Schedule  
2016**

<b><u>Classification</u></b>	<b><u>Rate</u></b>
Principal	\$ 215.00/Hr
Registered Traffic Engineer	\$ 215.00/Hr
Senior Project Manager (Registered)	\$ 210.00/Hr
Project Manager (Registered)	\$ 190.00/Hr
Senior Project Engineer (Registered)	\$ 180.00/Hr
Project Engineer	\$ 145.00/Hr
Senior Associate Engineer	\$ 125.00/Hr
Associate Engineer	\$ 115.00/Hr
CADD Manager/Senior Designer	\$ 102.00/Hr
Microstation CADD/Technician	\$ 110.00/Hr
AutoCADD/Technician	\$ 95.00/Hr
Administration/Office Support	\$ 75.00/Hr

**Non-Labor Expenses**

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%