

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2018 ("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 traffic engineering consulting services on an as-needed basis, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall, on an as-needed basis, provide traffic engineering consulting services relating to traffic signal timing, traffic signal modifications, and related design services. The Scope of Services is further described in 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed upon in writing by the parties, 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 through June 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

5.0. INSURANCE

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

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

after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" 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 Blvd., Suite 1240
Huntington Beach, CA 92647
Tel: (714) 799-1700 ext. 100
Attn: Bill Zimmerman

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

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

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

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

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

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

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

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

from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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


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

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

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


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

CONSULTANT



Signature

Bill Zimmerman, President
[Name and Title]

Date: 1/12/18


Social Security or Taxpayer ID Number

CITY OF COSTA MESA


to Thomas Hatch
City Manager
ACM

Date: 1/29/18

ATTEST:



Brenda Green 1-30-18
Brenda Green
City Clerk

APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 01/29/19

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 1/25/18

APPROVED AS TO CONTENT:

[Signature]
Jennifer Rosales
Project Manager

Date: 1/23/18

DEPARTMENTAL APPROVAL:

[Signature]
Raja Sethuraman
Public Services Director

Date: 1-23-18

APPROVED AS TO PURCHASING:

[Signature]
Stacy Daugherty
Finance Director

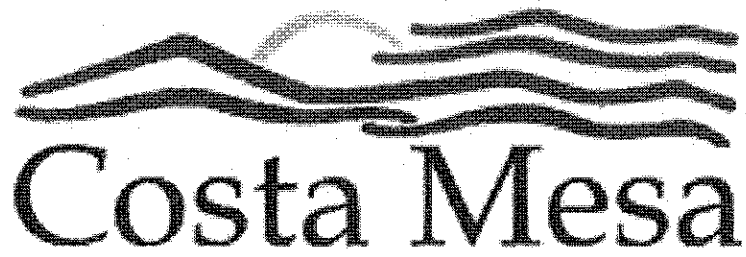
Date: 1/25/18

EXHIBIT A
CONSULTANT'S PROPOSAL

City of Costa Mesa

Proposal to Provide

On-Call Traffic Engineering Consultant Services



August 18, 2017

**Submitted to:
The City of Costa Mesa**

WGZE

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

August 18, 2017

Mr. Raja Sethuraman
Public Services Director
City of Costa Mesa
Transportation Services Division, 4th Floor
77 Fair Drive
Costa Mesa, CA 92626

Re: Proposal to Provide "On-Call Traffic Engineering Consultant Services"

Dear Mr. Sethuraman:

W.G. Zimmerman Engineering Inc. (WGZE), a certified Small Business Enterprise (SBE) by the State of California, is a full service Civil/Traffic/Transportation Engineering firm, recognized by Local, State, and Federal Agencies for providing quality professional services for contract On-Call and As-Needed civil, transportation, traffic engineering, staff augmentation, ITS projects, roadway, storm systems, water and wastewater systems, and transit systems.

As a focused and solely public-agency-serving civil and transportation engineering firm established in 1995, our company's mission is *"To provide civil, transportation, and traffic engineering services as well as project management and staff augmentation services to assist public agencies achieve their goals"*. We are uniquely qualified to perform the On-Call Traffic Engineering Consultant Services for the City Costa Mesa for which we performed similar services on a Contract Task Order basis to the cities of Long Beach, Signal Hill, Norwalk, Downey, Pasadena, Westminster, Stanton, Seal Beach, Cypress, Mission Viejo, and Newport Beach. Our experience in providing traffic engineering services to agencies provides us a clear understanding of impacts to the infrastructure and surrounding businesses and residents. Our experience includes working with Agencies and Caltrans on high profile projects. We have a Project Management Program in place to allow us to quickly respond to the City's immediate needs with short timelines. These are the services WGZE provides on an "On-Call" basis to agencies:

- Roadway Improvements
- Intersection Widening
- Traffic Impact/Circulation Studies
- Pedestrian and Bicycle Circulation Studies
- Traffic Signal Timing and Coordination
- Communication Systems
- Safety and Video Surveillance Systems
- Pavement Rehabilitation Projects
- Capital Improvement Project Management
- Traffic Management Plan
- Parking Lots
- Signing and Striping
- Pavement Rehabilitation
- Drainage Systems
- Funding Management (State/Federal)
- Grant Writing
- Development Plan Check Services
- Staffing

Representing W.G. Zimmerman Engineering, Inc., I will serve as the Project Manager. I have worked in this capacity for the cities of Norwalk, Downey, Long Beach, Pasadena, Seal Beach, Signal Hill, Carson, Stanton, Mission Viejo, Norco, and Chino. My experience includes on-site and off-site project management, civil and transportation engineering, traffic engineering, State and Federal projects coordination, project design, Consultant management, and funding management. My experience as the City Traffic Engineer to Signal Hill and other Agencies in Los Angeles and Orange County will be an asset to the City of Costa Mesa.

WGZE

W.G. Zimmerman Engineering, Inc.
17011 Beach Blvd, Suite 1240
Huntington Beach, CA 92647
(714) 799-1700 / (714) 333-4712 Fax

Supporting us will be LAND CM as a subconsultant. W.G. Zimmerman Engineering and LAND CM have worked together on numerous successful ITS projects and grant applications. LAND CM contact information is provided below:

LAND CM CORP (DBE/SBE)
29642 Alta Terra
Laguna Niguel, CA 92677

(949) 705-6445/(949) 933-3561 cell
Email: shirley@landcmgroup.com

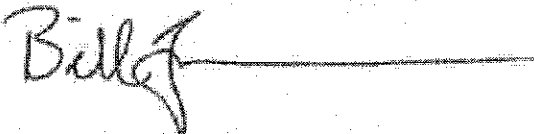
Please address all correspondence concerning this proposal and items requiring contractual authority to my attention at the following address:

Bill Zimmerman, P.E., T.E., PTOE
President / CEO
W.G. Zimmerman Engineering, Inc.
17011 Beach Blvd, Suite 1240
Huntington Beach, CA 92647
(714) 799-1700 x 100 / (714) 333-4712 fax
Email: wgzimmerman@wgze.com
Website: www.wgze.com

Our Proposal shall remain valid for 90 days from the date of submittal. With the signature below, I am attesting that all information in this proposal is true and correct and that I have the authority to bind the Company to the terms of the proposal.

We look forward to discussing our qualifications in person. 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, P.E., T.E., PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
17011 Beach Blvd, Suite 1240
Huntington Beach, CA 92647
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1 COMPANY OVERVIEW

W.G. Zimmerman Engineering, Inc. (WGZE) is a full service transportation/traffic/civil engineering firm established in 1995. Our company's mission is *"To provide traffic, transportation, and civil engineering services as well as project management and staff augmentation services to assist local agencies achieve their goals"*.

Since the firm's inception, W.G. Zimmerman Engineering, Inc. has successfully provided On-Call Traffic Engineering Services to local agencies. We have performed similar engineering services for the cities of Chino, Norco, Downey, Norwalk, Signal Hill, Long Beach, Seal Beach, Carson, Mission Viejo, Brea, Stanton, Westminster, and Newport Beach as well as the Western Riverside Council of Governments and Orange County Transportation Authority. In addition, we are the Contract Traffic Engineers for the City of Signal Hill and Interim City Engineer for the City of Norwalk, which augments our Public Agency experience and expectations.

1.1 History and Structure

The Company was established in 1995 as a Sole Proprietorship and formalized as an "S" Corporation in 1999 in the State of California. Our contact information is provided below:

Corporate Offices:

W.G. Zimmerman Engineering, Inc.
Firm President / CEO: Bill Zimmerman, PE, TE, PTOE
17011 Beach Boulevard, Suite 1240
Phone: 714-799-1700 x 100
Fax: 714-333-4712
Huntington Beach, CA 92647
Email: wgzimmerman@wgze.com
Website: www.wgze.com

WGZE is certified as a **Small Business Enterprise (SBE)** by the State of California and various California Agencies including the LACMTA, Port of Long Beach, OCTA, and Caltrans. The firm's founder Mr. Bill Zimmerman is a licensed Civil and Traffic Engineer. He will be our proposed Project Manager for the City of Costa Mesa's On-Call Traffic Engineering Services. He has over 31 years of traffic and civil engineering experience. His experience includes working with residents to resolve neighborhood traffic issues, intersection design, traffic studies, City coordination meetings, and funding management. His experience in intersection design (PS&E) will be an asset to the City of Costa Mesa. Our current staff level is comprised of 10 employees ranging from engineers, technicians, and administrative staff members.

1.2 Financial Status

W.G. Zimmerman Engineering, Inc. is a financially stable company with twenty one years of providing transportation and traffic solutions to local agencies. The firm credits its financial strength through our implemented project management program to track budgets and deliverables.

1.3 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 projects to meet community 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 and enjoy solving engineering problems.

2 FIRM QUALIFICATION AND EXPERIENCE

2.1 Firm's Experience

W.G. Zimmerman Engineering has provided "On-Call" and Project Specific Consulting Services to local agencies. We have an outstanding reputation for immediately responding to agency issues or emergencies such as traffic signal systems, legal depositions, neighborhood and community meetings, neighborhood traffic management programs, traffic safety and commission meetings, and funding assistance. W.G. Zimmerman Engineering, Inc. offers the following services:

Range of Services	
<p>Traffic Engineering</p> <ul style="list-style-type: none"> • Contract Traffic Engineer • Traffic Impact Studies • Traffic Studies • Traffic Signal Timing • Corridor Signal Coordination • Traffic Signal/System Design • PSR/PR/Alignment Studies • Signing, Striping and Traffic Control • Interagency Coordination • Funding Obligation/Management • Construction Management 	<p>Transportation Planning / Engineering</p> <ul style="list-style-type: none"> • Feasibility Studies • Transportation Planning • neighborhood traffic claiming • Concept Alignments • Street Planning • Circulation Elements • Intersection Improvement • Roadway Widening • Freeway Ramp Design • Grade Separations (roadway) • Grant Writing
<p>Intelligent Transportation Systems</p> <ul style="list-style-type: none"> • Traffic Signal Systems Management • Master System Interface Design • F/O Communication Design • TP Communication Design • Field Controller Design • CCTV / VIDS Design • TMC Design • ITS Feasibility Design • Consultant Management 	<p>City / Municipal Engineering</p> <ul style="list-style-type: none"> • Agency Coordination • Water and Waste Water Systems • Development Plan Reviews • Drainage Systems • Hydrology Analysis • Low Impact Design (LID) • Project Management • Construction Management • Funding Assistance

2.2 Similar Work Experience

The WGZE Team is uniquely qualified to perform On-Call Traffic Engineering Consultant Services for the City of Costa Mesa. As Contract Traffic Engineers for local agencies, we are responsible for traffic signals

design and maintaining traffic signal systems, signal timing, traffic studies, warrant analysis, traffic calming programs, bikeways, parking lots, municipal projects, public workshops, community meetings, roadway and intersection design, funding management, Caltrans coordination, plan review for development projects, traffic impact analysis reviews, traffic impact analysis reports, project management, and construction management and utility coordination through many of our On-Call Service contracts. Since we work directly for cities as traffic engineers, we have first-hand knowledge of the potential issues which allows us to quickly respond with solutions to any possible problem that might occur. Since our work is entirely with local agencies, we understand the commitment to the City of Costa Mesa in protecting public health and safety.

The Scope of Work efforts defined in "Scope of Services" is similar to the on-going services we have provided to the following agencies;

- City of Downey
- City of Camarillo
- City of Carson
- City of Stanton
- City of Seal Beach
- Western Riverside Council of Governments
- City of Mission Viejo
- City of Signal Hill
- City of San Diego
- City of Norwalk
- Orange County Transportation Authority
- City of Costa Mesa

2.3 Relevant Project Experience and Project Reference

The following lists of projects are a selected listing of similar projects and do not represent the full capabilities of W.G. Zimmerman Engineering.

On-Call Traffic Engineering Services

Project: *Interim City Engineer and Support Services*
Client: City of Norwalk
Address: 12700 Norwalk Boulevard
 Norwalk, CA 90755
Contact: Kurt Anderson, Community Development Director
Telephone: (562) 929-5744
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

Serves as Interim City Engineer and provided Support Engineering Services. As the Interim City Engineer, responsible for directing and managing City Staff, managing the CIP, attend and represent the City of Norwalk at regional meetings, manage CIP budgets and funding programs, manage outside consultants, and attend and present at City Council Meetings. Support services include development of plans specifications for minor projects, review project plans, assist City on specific projects as directed by the City, prepare applications for grant funding.

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 Bhaya, Seyl Ojuri, Michael Brust
Subconsultants: None
Project Elements: Neighborhood Traffic Studies, Funding Grant Application, Intersection Improvements, Street Lighting

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

Projects:

- Firestone Boulevard and Woodruff Avenue Traffic Signal Reconstruction
- Woodruff Avenue and Via Amorita "HAWK" System signal design
- Lakewood Boulevard and Florence Avenue Intersection Upgrades
- Woodruff Avenue and Foster Road Intersection Upgrades
- Florence Avenue and Old River Road Intersection Upgrades
- Firestone Boulevard and Downey Scramble Crosswalk Analysis
- Downey Avenue Street Lighting conversion to LED
- Staff Support for Neighborhood Traffic claiming

Project: *On-Call Traffic Engineering Services*
Client: City of Signal Hill
Address: 2175 Cherry Avenue
 Signal Hill, CA 90755
Contact: Charlie Honeycutt, City Manager
Telephone: (562) 989-7375
Project Budget: Task Order
Completion Date: 2004 to present and as required
Key Staff Members: Bill Zimmerman, Chris Cordero, Amy Tran, Kamal Bhaya, Seyl Ojuri, Michael Brust
Subconsultants: None
Project Elements: Neighborhood Traffic Studies, Funding Grant Application, Engineering and Traffic Surveys, Intersection Improvements, Plan Checking Services, Warrant Studies, Signal Communication, Signal Timing

Serves as City Traffic Engineer and as-needed traffic engineering services which include: city-wide signing and striping plans, speed zone studies, traffic studies, plan and study review, development coordination, traffic signal plans, roadway alignment plans, traffic signal coordination and timing plans, Caltrans Coordination, city representative, Federal and State grant funding applications, and grant funding management.

Projects:

- Cherry Avenue/Willow Street Corridor Signal Timing and Coordination review

- Cherry Avenue and 20th Street Offset Traffic Signal Design (HSIP)
- Willow Street and Orange Avenue PPLT Conversion Design
- Cherry Avenue and 21st Street PPLT Conversion Design
- Traffic Signal Timing and Coordination
- Traffic Signal Communication Design
- Discovery Park Parking Analysis
- City-wide Circulation Analysis
- City-wide speed survey (2004, 2009, 2016)
- 23rd Street One-way to Two-way Street Conversion
- PCH and Junipero Directional Split Traffic Signal Modification
- Cherry Avenue and 20th Street Traffic Signal Split Phasing
- Spring Street Signing and Striping
- Traffic Control Plan Review
- Traffic Studies Review
- Support for Neighborhood Traffic claiming

Project: *On-Call Traffic Engineering Services*
Client: City of Mission Viejo
Address: 200 Civic Center
 Mission Viejo, CA 92691
Contact: Phillip Nitollama, TE, Traffic Engineer
Telephone: (949) 470-3068
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

Provided as needed services through Task Orders. The following is a partial list of signing and striping projects:

- Acropolis Drive Striping Plan
- Melinda & Heather Glen Striping - This project consists preparing Striping Plans for a refuge lane at the intersection of Heather Glen and Melinda Road Intersection.
- Olympiad and Alicia Striping - Prepared Striping Plans for an exclusive NB right turn lane on Olympiad Road at Alicia Parkway
- Via Fabricante at Peter A. Hartman Way Striping (Intersection Reconfiguration)-
- Vista Del Lago Striping - Prepared striping plans to switch the location of the left turn lane with the chevron markings in order to provide a pedestrian refuge for the eastbound approach for the un-signalized intersection of Vista del Lago and Formentor.
- Staff support

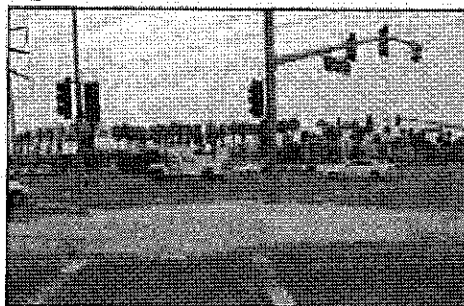
Project: *On-Call Engineering Services*
Client: City of Stanton
Address: 7800 Katella Avenue
 Stanton, CA 90680
Contact: Allan Rigg, Director of Public Works
Telephone: (714) 890-4203
Project Budget: N/A, based upon work assigned

Completion Date: N/A, since 2008
 Project Manager: Bill Zimmerman
 Key Staff Members: Chris Cordero, Amy Tran, Kamal Bhaya, Michael Brust, Seyi Ojuri

Our On-Call Services includes; traffic engineering, municipal engineering, traffic studies, Caltrans coordination, developer coordination, plan reviews, preparation of conditions of approval, storm drain design, grading design, roadway design, street lighting design, pavement rehabilitation, signing and striping plans, and public workshops.

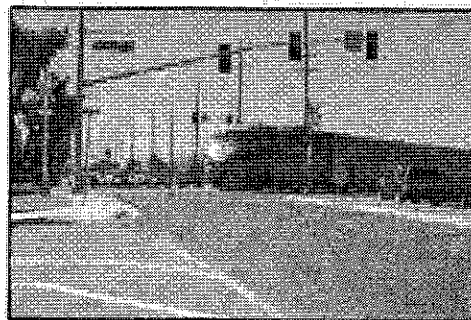
Traffic Signal and Street Lighting Projects

Project: *Jamboree Road and Barranca Parkway Intersection Improvements*
Client: City of Irvine/SubConsultant to BKF Engineers
Address: 1 Civic Center Plaza
 Irvine, CA 92606
Contact: Darrell Hartman (City)/Chris Rideout (BKF)
Telephone: (949) 724-7556 (City)/(949) 526-8478 (BKF)
Project Budget: \$51,000 Fee
Completion Date: May 2017
Key Staff Members: Bill Zimmerman, Chris Cordero, Kamal Bhaya, Amy Tran
Subconsultants: None



This project widens Jamboree Road at Barranca Parkway by adding an additional northbound lane. WGZE's responsibilities included modifying the existing traffic signal from a split phase on Barranca to an eight phase operation, relocate the west signal pole, SCE coordination for location of the mast arms under High Voltage wires, hydrology analysis, storm drain design, and coordinate signal timing with the cities of Irvine and Tustin.

Project: *Rosecrans / Marquardt Grade Separation Project*
Client: Los Angeles County Metropolitan Transportation Authority
Address: One Gateway Plaza, Los Angeles 90012
Client: Biggs-Cardosa & Associates, Inc.
 500 S. Main St., Suite 400
 Orange, CA 92868
Contact: Michael Thomas, SE – Biggs-Cardosa Associates
Telephone: 714-550-4665
Project Budget: Phase 1 – \$89,000
 Phase 2 – \$120,000
Completion Date: Phase 1: May 2016
 Phase 2: 65% Design, March 2017
Key Staff Members: Bill Zimmerman, Chris Cordero, Kamal Bhaya, Michael Brust, Seyi Ojuri
Subconsultants: None



The project proposes to construct a grade separation at the intersection of Rosecrans Avenue and Marquardt Avenue and the BNSF right-of-way. W.G. Zimmerman Engineering (WGZE) is a subconsultant to Biggs Cardosa Associates providing Traffic Engineering services. WGZE's role in the project is to develop the Traffic Impact Study during Phase 1 and prepare the Traffic Management Plan, design the traffic signals for two intersections, and prepare the street lighting plan for Phase 2. Phase 1 was completed in May of 2016 and the 65% (Phase II) is submitted in March 2017.

Project:	High Intensity Activated Crosswalk "HAWK" System
Client:	City of Downey
Address:	11111 Brookshire Avenue Downey, CA 90241-7016
Contact:	Edwin Norris, Deputy Public Works Director (enorris@downeyca.org) (562) 904-7109
Telephone:	(562) 904-7109
Project Budget:	\$25,000 Design/\$250,000 Const.
Completion Date:	June 2014
Key Staff Members:	Bill Zimmerman, Chris Cordero, Amy Tran, Michael Brust, Kamal Bhayal
Subconsultants:	None



The project installed a HAWK System at East Middle School for the intersection of Woodruff Avenue and Via Amorita. Originally designed as a traffic signal for the intersection and based upon traffic signal warrants. A HAWK system was recommended after a Public Workshop and feedback from the community. The system was designed to be compatible with the current City signal system including the use of a 170 controller and wapiti software for the control of the signal heads. An intersection analysis and crosswalk study was conducted to determine the number of pedestrians and crossing times necessary, and vehicle volumes and times of day to develop signal timing.

GRANT ADMINISTRATION

Our Grant Funding experience included application preparation for different funding sources such as IMD, STPL, AHRP, EEM, TE, HSIP, ATP, ST2S, BTA, HFL Tiger, and State Parks and Recreation. We have the technical experience to complete the required specialized technical analysis including cost-benefit, modeling, emission reduction, accident analysis, and interpretation of tools such as CalEnviroScreen. W.G. Zimmerman Engineering, Inc. also provides funding obligation, reviews, and support to Western Riverside Council of Governments for TUMF and Federal funding; and OCTA for Measure M funding.

Our success with grant funding can be contributed to WGZE's experience in managing project that are recipients of various regional, state and federal grant programs including the design and construction of transportation related projects including; intersection widening, roadway widening, highways and ramp improvements, bike and pedestrian ways, traffic signal and communication systems, transit systems, and general civil engineering. This experience is helpful to understand the funding and how to optimize grants for specific projects.

We assist these cities in preparing the grant application and advising on the scope that will best competes with various grant programs. The following are some of more recent applications for these agencies.

City of Norwalk

12700 Norwalk Boulevard

Norwalk, CA 90650

Contact: Randy Hillman - rhillman@norwalkca.gov

HSIP -Signal Upgrades & Communication Systems for 8 Corridors

2013,2015 & 2016

The project included signal poles, timing, equipment, fiber optic communications, traffic signal management system upgrades, left turn signals, and ADA Ramps:

- Rosecrans Avenue – Studebaker to Carmenita
- Studebaker Road - Alondra to Rosecrans
- San Antonio, Civic Center Drive, and Bloomfield Avenue
- Alondra Boulevard – Piuma to Shoemaker
- Firestone Boulevard – WCL to Rosecrans
- Studebaker Road – Rosecrans to Cecilia
- Pioneer Boulevard - 166th (SCL) to Lakeland (NCL)
- Norwalk Boulevard - 166th (SCL) to Rosecrans; Adoree to Lakeland (NCL)



**Total Awarded Project Funds:
\$12.87 Million**

The project included Benefit Cost Analysis, Accident Data Analysis, Accident Diagrams, Concept Plans, Costs Estimates, and Field Analysis. All required Application documents prepared by the W.G. Zimmerman Engineering and LAND CM Team.

2.4 Project References

WGZE provides On-call Traffic Engineering services including the preparation of grant applications and project management of multiple projects in support of local communities such as Carson, Downey, Signal Hill, and Norwalk as presented for project references.

W.G. ZIMMERMAN ENGINEERING, INC. REFERENCES WORKSHEET			
Agency	Contact	Telephone / E-Mail	Description of Services
City of Norwalk	Kurt Anderson, Community Development Director	(562) 929-5744 kanderson@norwalkca.gov	Interim City Engineer Services 2012 to Present
City of Downey	Edwin Norris, PE, Deputy Public Works Director	(562) 904-7109 enorris@downeyca.org	On-Call Civil & Traffic Engineering Services 2011 to 2016
City of Signal Hill	Charlie Honeycutt, City Manager	(562) 989-7375 choneycutt@cityofsignalhill.org	On-Call Civil & Traffic Engineering Services 2003 to Present
City of Carson	Raymond Velasco, Sr. Civil Engineer	(310) 952-1700 x 1812 Rvelasco@carson.ca.us	Staff Augmentation

3 PROJECT TEAM

3.1 Project Management

Mr. Bill Zimmerman, PE, TE, PTOE will represent the W.G. Zimmerman Engineering Team as Project Manager for the City of Costa Mesa's On-call Traffic Engineering Consulting Services. Mr. Zimmerman has extensive civil and traffic engineering experience in Los Angeles, Orange, Ventura, and Riverside counties. He is currently serving as Interim City Engineer at the City of Norwalk and City Traffic Engineer at the City of Signal Hill.

Mr. Zimmerman is well versed in Federal and State funded programs and has worked with Caltrans District 12 for the Environmental (NEPA) approvals, funding obligation and management, permitting, and ROW Certifications. His funding experience includes Management of Measure M funds for Orange County Transportation Authority and TUMF funds for Western Riverside Council of Governments.

Project Manager Contact Information:

Bill Zimmerman, PE, TE, PTOE
17011 Beach Boulevard, Suite 1240
Huntington Beach, CA 92647
Phone: 714-799-1700 ext. 100
E-Mail: wgzimmerman@wgze.com

3.2 WGZE Staff

W.G. Zimmerman Engineering proposes four Key Staff Members: Bill Zimmerman as Project Manager, Christopher Cordero as QA/QC Manager-Sr. Project Engineer, Kamal Bhayal as Project Engineer, and Amy Tran as Sr. Design Engineer.

Key Staff Information:

Key Staff	Agency Experience (years)	WGZE Experience (years)
Bill Zimmerman, PE, TE, PTOE	31	21
Christopher Cordero, PE	13	10
Kamal Bhayal, M.S., MBA	10	6
Amy Tran, EIT	6	6
Michael Brust	5	5
Seyi Ojuri, MS	3	2

3.3 Sub Consultant

Land CM Corp has been added to our team to provide additional resources to the City of Costa Mesa in Transportation Planning, Traffic Signal Operations/Maintenance, Funding Obligations, Project Management, Construction Management and Inspection Services. LAND CM is well respected for providing Transportation and Traffic related services to agencies, who has been transportation professional in public agencies for over 35+ years. She has worked with Mr. Zimmerman on various projects over the last 20 years. Land CM’s information is listed below:

Corporate Office:

Land CM Corporation
 29642 Alta Terra
 Laguna Niguel, CA 92677
 Phone: (949) 705-6445
 E-Mail: Shirley@landcmgroup.com

Firm President/CEO:

Shirley Land, LEED AP

3.4 Project Team Resumes

Bill Zimmerman, PE, TE, PTOE

Project Manager

WGZE**Summary**

Mr. Zimmerman has 30 plus years of experience in traffic, highway, and transportation projects. His professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering. Bill has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. His funding management experiences includes: HBRR, STPL, HES, IMD, SRTS, Seismic, Discretionary, and ARRA, HSIP, and BTA.

Years with Firm: 21**Years with Other Firms: 10****Education/Training:**

B.S. Civil Engineering - University of Colorado, Boulder, CO

Licenses/Certifications:

Registered Civil Engineer:

California – #48667

Registered Traffic Engineer:

California – #2254

Project Experience

Interim City Engineer, Norwalk, CA. Interim City Engineer responsible for City Staff management, developing 8-year CIP, City representative, Funding Manger, project management, consultant management, Design Review, traffic engineering and support, CIP management. As Interim City Engineer, responsible for City issues, attending and presenting at City Council and Commission meetings, attending Public Workshops, and represent City at inter-agency meetings. In addition, responsible for seeking Federal and State funding for CIP projects from Caltrans and MTA. *July 2015-Present*

Contract Traffic Engineer, Signal Hill, CA. Contract Traffic Engineer for the City. Responsibilities include: City – Wide Speed Zone Studies, project studies, traffic studies, development studies, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, lead traffic safety committee, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations. *February 2003-Present*

Contract Traffic Engineer, Seal Beach, CA. Contract Traffic Engineer for the City. Responsibilities include: City-wide Speed Zone Studies, project studies, traffic studies, development studies, fiber optic communication system, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations. *March 1999-August 2014*

Traffic Engineering Services for City of Mission Viejo, CA. Provided traffic engineering support for a wide range of services including review of traffic studies, traffic signal plans, project reports, and environmental reports; performing traffic studies, assessing impact of proposed projects, assessing and reviewing community safety concerns, preparation of Agenda Reports for the Traffic and Transportation Commission and City Council, responding to citizen inquiries, and supporting the City's transportation Engineer. Represented the City at interagency coordination meetings.

Christopher Cordero, PE
Senior Project Engineer/QA-QC Manager



Summary

Mr. Cordero has over 12 years of design experience in traffic and civil engineering. He has been the project engineer for projects in the Cities of Downey, Signal Hill, Camarillo, Pasadena, Cypress, Long Beach, Carson, Brea, Newport Beach, Seal Beach, and Stanton. His experience includes traffic studies, circulation studies, parking lots design, grade separation studies, traffic signal design, communication design, roadway design, site grading, retaining wall design, preparation and review of SUSMP/WQMP, low impact development design, drainage design, hydrology studies, PS&E development, and construction inspection.

Years with Firm: 10

Years with Other Firms: 3

Education/Training:

B.S. Civil Engineering – California State Polytechnic University, Pomona, CA

Licenses/Certifications:

Registered Civil Engineer:

California – #84651

Hawaii – #17134

Project Experience

Jamboree Road and Barranca Parkway Intersection Improvements, Irvine, CA. Senior Project Engineer for the modification of the existing traffic signal from a split phase on Barranca Parkway to an eight phase operation, relocation of the west signal pole, coordination with SCE for the location of the mast arms under High Voltage wires, hydrology analysis, storm drain design, and coordinate signal timing with the cities of Irvine and Tustin. *December 2014 – November 2016*

Upgrade Six Traffic Signals Project, Downey, CA. Project Engineer for preparing traffic signal upgrades for six traffic signals funded through HSIP Grants. The traffic signal upgrades included installation of countdown pedestrian heads, curb ramps, new signal poles, intersection lighting, services upgrades, signing and striping, and operation and phasing (PPLT). *September 2015 – December 2015*

Woodruff and Via Amorita High-Intensity Activated Crosswalk (HAWK) Beacon, Downey, CA. Project Engineer for the design of a HAWK traffic signal (HSIP Grant) adjacent to Doty Middle School. To determine the pedestrian walk interval a pedestrian study was conducted to determine the number of students within a platoon was crossing Woodruff Avenue. Timing was then developed and entered into the controller utilizing HAWK software developed by Wapiti Micro Systems. The project included traffic counts, timing, signal design, ADA ramps, SCE coordination, and Caltrans Request for Authorization coordination for construction. *March 2013 – December 2013*

Cherry Avenue Offset Traffic Signal at 20th Street, Signal Hill, CA. Project Engineer for developing concept and final construction plans for an offset intersection traffic signal. This project was federally funded through the HSIP grant program and was man dated to adhere to the federal requirements for design and construction. The traffic signal is located adjacent to Jesse Nelson Middle School and provides two separate school crossings on Cherry Avenue. Coordination with the City of Long Beach was required to develop signal timing. *November 2012 – March 2013*

Kamal Bhayal, MS, MBA

Project Engineer

WGZE**Summary**

Mr. Bhayal has over 10 years of experience as a design engineer specializing in transportation planning and municipal traffic engineering projects. He has participated in a variety of traffic related research, analyzed traffic signal timing projects, and conducted various traffic impact reports utilizing software such as SYCNHRO, HCS, CORSIM, and VISSIM. His project experience includes corridor traffic signal synchronization, ITS, traffic management, timing plans, traffic studies, concept alternatives, bikeway projects, intersection improvements, roadway widening, highway ramp improvements, traffic signal systems, and AHRP projects.

Years with Firm: 6**Years with Other Firms:** 4**Education/Training:**M.S. Transportation Engineering –
University of Colorado, Denver, COMBA – Southern States University,
San Diego, CA**Licenses/Certifications:**Engineering in Training (EIT) –
Pending**Project Experience**

On-Call Traffic Engineering Services, Signal Hill, CA. Project Engineer to provide the traffic engineering support to the City of Signal Hill. These services include: supervised Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

Marquardt/Rosecrans Avenue Grade Separation Project, Santa Fe Springs, CA: Project Engineer for the development of traffic impact study, traffic management plan, traffic signal and street lighting of a grade separation project located at the intersection of Rosecrans Avenue and Marquardt Avenue. Responsible for managing preparation of traffic impact study and traffic management plan, traffic signal design, street light design, project deliverables, schedule, and budgets. *March 2015 – Present*

Woodruff and Via Amorita HAWK Traffic Signal, Downey, CA. Design Engineer for the design of a HAWK traffic signal (HSIP Grant) adjacent to a Middle School. Responsibilities include; preparing project plans, developing signal timing, engineer's estimate and specification preparation. *March 2013 – Dec 2015*

Traffic Signal Modification at Old River School Rd and Stewart and Grad Rd, Downey, CA: Design Engineer for traffic signal modification of a PPLT signal at the intersection. Responsibilities include; preparing project plans, new conduit runs, upgrading controller unit, developing signal timing, engineer's estimate and specification preparation. *February 2015 – July 2015*

Field-observation study for pedestrian Scramble Phase, Downey, CA. Design Engineer for the preparation of a Field observation study to determine the feasibility of pedestrian scramble phase at the intersection of Firestone Boulevard and Downey Avenue. Responsibilities include: field observation of pedestrian movements, developing Synchro models to determine intersection impacts and signal timing plans, crosswalk warrant analysis, queue analysis, and report preparation. *April 2014 – June 2014*

Amy Tran, EIT

Sr. Associate Engineer

WGZE**Summary**

Ms. Tran's experience includes providing on-site traffic engineering support to OCTA for the regional traffic signal modeling projects since July 2011. In addition, her civil and traffic engineering projects include San Antonio/Norwalk Boulevard Street Rehabilitation for the City of Norwalk, Santa Rosalia Avenue Pavement Rehabilitation project for the City of Stanton, 20th Street and Cherry Avenue Offset Traffic Signal for the City of Signal Hill, and Six HSIP Intersection Signal Upgrades for City of Downey. Ms. Tran also has experience with ATP and HSIP Grant applications and funding guidelines.

Years with Firm: 6

Years with Other Firms: 0

Education/Training:

M.S. Civil Engineering – California State University, Long Beach, CA

B.S. Civil Engineering – University of California, Irvine, CA

Licenses/Certifications:

Registered Civil Engineer:

California – Pending

Project Experience

Regional Modeling Traffic Operations, OCTA: On-Site Traffic Engineering Support for the Regional Modeling Traffic Operations project. As On-Site traffic support, duties include assessing existing hardcopy and electronic files systems for previous Traffic Signal Synchronization Corridors, developing a document control system for hardcopies and electronic files, reviewing and updating files, coordinating missing documents with agencies and consultants, developing OCTA lead meeting Agendas, assisting in the preparation of Meeting Minutes, Interagency coordination, providing support in the development of corridor projects funded through Measure M Project P, reviewing Synchro files, assisting in the development of RFP's for On-Call Traffic Engineering Services and ITS Update, providing project management services, and support OCTA Staff. *February 2010 - Present*

Staff Support, Carson, CA: On-Site Engineering Support for the City of Carson. Ms. Tran provided support for Capital Improvement projects, ATP and HSIP Grant development and submission. Other tasks included filing paperwork to obtain Authorization to Proceed with Design and Construction (E-76) and reviewing development plans (lot mergers, lot line adjustments, ROW dedication, off-site improvement plans, signal design, etc.). *June 2016 – October 2016*

Cherry Avenue and 20th Street Offset Traffic Signal, Signal Hill, CA: Design Engineer for the design and traffic signal timing for this offset traffic signal. The design included separate phases to enable clearance of the intersection timing to accommodate two crosswalks on Cherry Avenue for students accessing two schools, and coordination timing for Cherry Avenue corridor. *March 2012 – March 2013*

Six HSIP Intersection Signal Upgrades, Downey, CA: Design Engineer for the upgrade of six intersections including new signal pole, operations, conduits, controllers, countdown pedestrian signal heads, ADA ramps, signing. The project consisted of Aerial Mapping, Design Surveys, ROW Surveying and Legal Description/Exhibit preparation.

Michael Brust

Associate Engineer

WGZE**Summary**

Mr. Brust has over 4 years of experience as an engineer technician providing engineering support to engineers at WGZE. Projects he has worked on include Westminster Residential Area Improvements, Stanton Citywide Improvement Projects for fiscal years 2013-14 and 2014-15, Santa Rosalia Roadway Improvement Project for the City of Stanton, Bridge Retrofit and Roadway Improvements for the City of Huntington Beach, TUMF Field Reviews for WRCOG, Survey and Legal Descriptions for Foster Channel in the City of Norwalk, provide On-Call traffic engineering assistance for the City of Signal Hill, HSIP and Tiger Grant Field Review and cost/benefit analysis, Field Review and Street Lighting documentation for the City of Downey, and interim inspection services for the City of Carson.

Years with Firm: 5**Years with Other Firms: 0****Education/Training:**

B.S. Civil Engineering – California State University, Long Beach, CA

Licenses/Certifications:

Engineering in Training (EIT):

Pending

Project Experience

TUMF Review for Western Riverside Coalition of Governments, Riverside, CA. Design Engineer conducting field and plan reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Staff Support, Carson, CA. Design engineer to provide staff support to the City of Carson by providing inspection services for the City's CIP and Permit projects. Services included: review shop drawings, coordination with the contractor, traffic control plan review, and public works inspections.

On-Call Traffic Engineering Services, Signal Hill, CA. Provided the City of Signal Hill traffic engineering support as a design engineer. These services include: perform Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

Marquardt/Rosecrans Avenue Grade Separation Project, Santa Fe Springs, CA. Design Engineer for the development of traffic impact study, traffic management plan, traffic signal, and street lighting of a grade separation project located at the intersection of Rosecrans Avenue and Marquardt Avenue. Responsible for traffic signal design, street light design, and project deliverables.

Seyi Ojuri, MS

Associate Engineer

WGZE**Summary**

Mr. Ojuri has 3 years of experience in transportation planning and engineering projects. His professional experience includes highway and arterial planning, traffic signal and local street design, regional corridor studies, traffic modeling, hydrology design, traffic impact analysis and ITS design. He has conducted a diverse array of traffic related research and prepared traffic impact reports utilizing software such as Synchro and TransCAD.

Years with Firm: 2**Years with Other Firms:** 1**Education/Training:**

M.S. Civil Engineering – University of California, Irvine, CA

M.S. Urban & Regional Planning – University of California, Irvine, CA

B.S. Urban Planning, Policy & Design – University of California, Irvine, CA

Licenses/Certifications:

Engineering in Training (EIT):

Pending

Project Experience

Marquardt/Rosecrans Avenue Grade Separation Project, Santa Fe Springs, CA: Design Engineer for the development of traffic impact study, traffic management plan, traffic signal, and street lighting of a grade separation project located at the Intersection of Rosecrans Avenue and Marquardt Avenue. Responsible for traffic signal design, street light design, and project deliverables. *March 2015 – Present*

TUMF Review for Western Riverside Coalition of Governments, Riverside CA. Design Engineer conducting field reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Traffic Signal Upgrades, Downey, CA. Assisted in project as design engineer for multiple intersections requiring traffic signal upgrades such as video detection and ITS hardware improvements. Worked on the intersection of Firestone Boulevard/Woodruff Avenue to reduce congestion between intersections. Synchro was used to analyze phasing, timing, and lane configurations in order to improve mobility.

Downey Avenue Street Lighting Project, Downey, CA. Assisted in project as design engineer for the installation of ornamental street lights for the city's downtown area. Conducted analysis of potential luminaire locations to provide adequate illumination for sidewalks and roadways. Assisted in completion of plans, cost estimate, and specifications.

Signal Hill Traffic Engineering Services, Signal Hill, CA. Served as on-call support for the traffic engineer of the City of Signal Hill. Provided services such as traffic control plan review, field review work, accident analysis, sight distance analysis, warrant analysis, intersection traffic analysis, and traffic signal design.

Shirley Land, LEED

Project Management, Transportation Planning and ITS



Shirley Land has over 35 years of Project Management, Transportation Planning, and Intelligent Transportation System experience in the public sector including the cities of Mission Viejo, Irvine, Anaheim and Costa Mesa. As project manager of high profile transportation projects, she has successfully worked with other agencies, developers, local businesses, and residents to resolve complex and challenging issues resulting in the delivery of the projects construction. She has a diverse background in transportation including regional planning, traffic safety, operation, and traffic signal system management. She understands and works well with local and intergovernmental coordination including grant funding administration.

Expertise Highlights

- Project Management
- Advanced and Current Transportation Planning
- Project Development for Local Arterial Street and Regional Freeway Interchange Improvement Projects
- Development Reviews and Analysis – Site, Traffic Studies, Environmental, Mitigation Measures and Conditions of Approval
- Funding and Grant Applications
- Intergovernmental Liaison/Coordination
- Traffic Signals Operation, ITS, and Maintenance
- Traffic Safety and Collision Analysis
- Neighborhood and School Safety Reviews
- Special Studies
- Budget Preparation/Management
- City Council/Planning and Transportation Commission Reports and Presentations

Professional Experience

OCTA On-call Traffic Modeling Services - OCTA

On call technical and project management support to Orange County Transportation Authority for administering tasks associated with M2 - Project P Regional Traffic Signal Synchronization Program (RTSSP) development and implementation. Includes working with local agencies and various consulting teams.

Professional Consulting Services – Transportation Planning & Project Development - Irvine

On call professional services to provide staff assistance in completing tasks such as grant applications, M2 Eligibility submittal, HPMS, environmental documents, research as required to support the development and delivery of City capital improvement projects.

Fiber Optic and Traffic Signal Controller Upgrades – Mission Viejo

Project Manager for the construction/implementation of a citywide replacement of 100 traffic signal controllers with a full transition to the fiber optic communication system. Project includes new CCTV locations, integration of a new Centracs central master, and arterial corridor coordination updates.

Project Management on Major Projects - Irvine

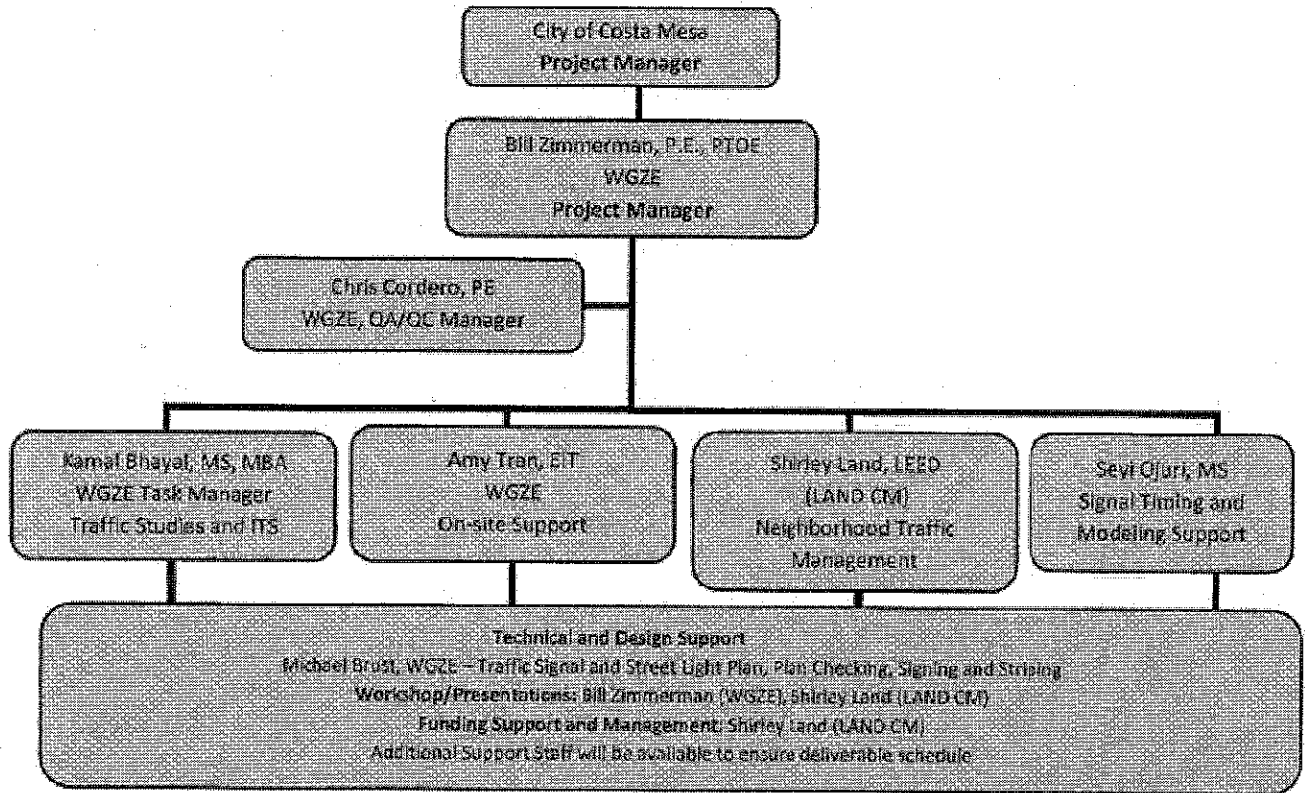
Administered the Irvine Business Complex \$84 million capital improvement fee program and mitigation measures. Included major projects such as 15/1405 Confluence, Jamboree Road through the Tustin Air Base and the widening of Main Street and MacArthur Boulevard.

Grant Applications – Various Agencies

Preparation, submittal, and administration of grant applications for various funding programs such as Highway Safety Improvement Program, OCTA Combined Transportation Funding Program (M2), Active Transportation Program (ATP), and Transportation Investment Generating Economic Recovery (TIGER).

3.5 Organizational Chart

W.G. Zimmerman Engineering’s Traffic Engineering Services projects are very extensive. Since the firm’s inception 21 years ago, W.G. Zimmerman Engineering has prepared project plans either through its “On-Call” contract services or RFP process. Most of our projects were Federally Funded or on a State Route requiring coordination or approval through Caltrans. The following team members will support W.G. Zimmerman Engineering in the successful conclusion of On-call Traffic Engineering Consultant Services for the City of Costa Mesa.



4 PROJECT MANAGEMENT APPROACH

Management Approach Overview - Objectives: Our team will establish a communication protocol, distribute information to project partners, assist with public presentation, control project schedule, track project progress, and maintain project budget.

Since W.G. Zimmerman Engineering’s client base is 100% public agencies with 85% as an On-Call basis, we have developed a project management program which interfaces with Quickbook and Excel to provide project status information on a daily basis. It allows tracking of project tasks and subtasks, percent complete per task/subtask, tracking of milestones and deliverables, staff utilization, and creates invoices. This program is supplemented by our documented Project Management Procedure Manual. Our Manual is based upon product delivery, budgeting, staff allocation, quality control procedures, and procedural checklists for each project stage. This program has been applied to every project WGZE has undertaken providing us with a tracking record to achieve on-time and within budget project delivery.

Supplementing our Project Management Program, is the use of a Critical Path Method (CPM) diagram linked to a Microsoft Projects' Gantt chart. Its purpose is to track project progress and identify special issues and constraints. The CPM and Gantt Chart will be presented at Monthly Progress meetings as a discussion item for project progress and projected future activities. At these meetings, issues and constraints will be discussed along with possible solutions.

Deliverables: Monthly Progress Reports, Monthly Updated CPM and Project Schedule, Monthly Invoices, Earned Value Reports, Meeting Agendas, Draft and Final Meeting Minutes.

Project Management Approach - WGZE has managed civil and transportation engineering On-Call projects from small to large-scale for Southern California Agencies. In addition, our project experience includes projects which follow; City, County, State, and Federal guidelines for funding and plan development. We understand how the various pieces of the puzzle fit together, which agency approvals are required and when each phase must begin and end. A project schedule for each project assignment or Task Order will be prepared to address delivery expectations such a major milestones, deliverables, meetings and coordination activities between different disciplines.

Kick-off meetings will be set between the appropriate Team members, the City of Costa Mesa's project management staff, and other stakeholders with a purpose of identifying special needs and concerns, communication protocol, design issues and scope of work, establishing project criteria, deliverables and milestones, discussing the expectations of the City, and the exchanging of project information.

Monthly progress meetings will be held with the City to discuss timelines and project progress, as well as to resolve issues and concerns to maintain the project schedule. Team meetings will be held initially at two intervals, then reducing to one monthly meeting to discuss project issues. Interim meeting will be set as necessary to resolve concerns.

A continual Project Deposition of Comments/Responses will be maintained for the project. This approach has been successfully implemented on our other successful projects and provides direct feedback on issues and assigns responsibility for resolution to our associated Team Members. It is updated on a monthly basis and provided with our Progress Report.

Team Communication - A project communication plan will be utilized to provide project information and track project submittals and responses. A project ftp site can be hosted at WGZE or the City's website. We have used a proven system to track deliverables, comments, information requests, and discussions. In addition, a communication log with e-mails, phone conversations, and letters will be maintained at WGZE and provided to the City on a monthly basis. Communication with the City will be established through the WGZE Project Manager.

A successful project depends not only on the technical and managerial competence of the WGZE Team, but on how well the WGZE team communicates with each other and the City staff. WGZE would endeavor to discuss the project status and key issues, on a weekly basis, either by phone or in person. The WGZE Team proposes that weekly meetings and/or conference calls be held between relevant team members and Port staff to maintain project and task schedules.

Agency Coordination - Agency coordination is an important element of the project development. We understand the significance of inter-jurisdictional project coordination and the impacts to costs and schedules. Our management system has a coordination component incorporated into the overall project with updates as often as necessary. Currently, we use both emails and in-person meetings on our projects with the City of San Diego which located 1.5 hours away. It has worked very successfully on our high profile Talbot Street Slope Restoration project, Memorial Park Infiltration Project and the Dalbergia and Thor Infiltration Project.

Document Control - WGZE will implement a computerized project information database for the team at the inception of each project and provide the skilled support staff to maintain the database and to control the timely input of appropriate project information. A project web page may be developed to allow all project participants to electronically input all contractual and technical information, including computer-generated engineering drawings, quickly and accurately and access them freely on a daily basis.

Project Delivery - A Gantt Chart is used to develop the specific tasks required for each project. Each task's progress is updated on a weekly basis and compared to set milestones such as 15%, 60%, 90%, and Final plan submittals. WGZE Team members will be assigned as necessary to meet the project needs and delivery schedule. The appropriate WGZE Team staff member will address their specific area of expertise regarding project needs, budget, and schedule and coordinate this information with their WGZE Team coordinator.

Budget - Once we receive a Notice to Proceed, we internally assign a project number. Some projects require sub-task cost tracking. These projects have additional sub-category project number assignments. A budget is assigned to each sub task. The project budget expenditures are updated weekly. The assigned WGZE task manager has access to this information. WGZE has weekly project management meetings to discuss all on-going projects. This provides an opportunity to review the project and subtasks budget, scope of services and schedule and to make any changes as necessary. Invoicing will be made to the City on a monthly basis.

Quality Control / Quality Assurance - Our team will confirm the use of applicable standards and procedures, comply with design guidelines, check plans and documents per the QA/QC Manual, and abide by the Risk Management Plan.

Our QA/QC Manager has the responsibility to develop the QA/QC Plan, implement the plan, and oversee the compliance of the Quality Assurance and the Quality Control (QA/QC) Plan. He will develop and update a Risk Management Plan for this project using the current, Project Risk Management Handbook issued by Caltrans - Office of Statewide Project Management Improvement. The process requires risk identification, qualitative and quantitative analysis and risk mitigation. Workshops will be held with the project team and project management to identify design, environmental, organizational, project management, right-of-way and construction risks that may lead to project and construction cost overruns and schedule delays. We will continue to identify the risk probability, rank or prioritize the risks by probability and impact, determine the threats and opportunities, assign a probability, then develop

risk mitigation strategies for the items that cannot be eliminated from risk. Caltrans has developed a matrix spreadsheet specifically for risk management planning which will be used of this project. We will maintain a risk list, risk input sheet and a project risk register that can continued to be developed as the project advances through the project development phase.

Deliverables: Thoroughly reviewed and checked plans and documents developed in compliance with the QA/QC Program.

5 TEAM PROCESSES AND RESOURCES

5.1 Planning Philosophy

Each project or task order is assigned to a key staff member as the lead for the project with responsibility to bring in the appropriate staff for project support. The Firm has a reputation for training staff and encouraging growth by including all staff members to participate in the project planning, budgeting, staffing, communications, and participate in project meetings. This approach maintains project knowledge, deliverables, schedule, and budget for each project and ensures ownership and participation from each staff member.

Quality Control and Assurance is assigned to a non-design team member who provides constructability review, presentation review, and a thorough and complete project estimate. We maintain a large data base of recent bid projects not only for W.G. Zimmerman Engineering projects, but also Agency projects. This data base allows us to compare bid prices of similar quantities and work effort. Our approach to cost estimating ensures the City of an accurate construction bid to budget the projects in the CIP.

5.2 Organizational Structure

W.G. Zimmerman Engineering works in a TEAM environment. It is loosely structured where the overall day to day operations is managed by the Firm's President, and key staff, (including the Company's President), serve as Project Managers. All Staff commit to a project by working at various project levels to ensure project deliveries are met on-time.

5.3 Management Plan

Our Project Management Program is based upon On-Call and As-Needed Services to agencies. We assign a Project Manager and support staff to each project based upon the management and technical expertise required to prepare a quality product on time and within budget. Our Management Plan includes budgets for each subtask and is provided to each project participant. At the internal kick-off project meeting, our staff works with the assigned Project Manager to determine critical path issues and the corresponding budgets. From this discussion a "Game Plan" is developed and with staff assigned to specific tasks based upon the critical path for the project. These critical paths may include; geotechnical investigation or pavement analysis, surveying, utility coordination, CALTRANS Permits, or Interagency coordination and Interdepartmental coordination.

Time Cards are prepared weekly and entered into the Project's cost control data base. This provides a weekly project expenditure, remaining budget, and project budget by sub task and overall project for

the Project Manager to review. It also allows confirmation of project progress and highlights any budgetary issues in advance for the Project Manager to adjust.

5.4 Work Controls

Since the firm's inception, W.G. Zimmerman Engineering has provided As-Needed and On-Call Engineering services to local agencies. Our documented Project Management Program is based upon these types of services. This program includes weekly internal staff meetings to discuss weekly project deliveries and project milestones. We use an EXCEL Spreadsheet to track these Tasks and Subtasks. It includes: project name and tracking number, weekly deliverable, future deliverable, budget for task, milestone date, priority, and responsible person.

The weekly meeting provides an opportunity for a discussion of the issues, concerns, status, needed resources, budgets, and schedule. As a small business which specializes in agency projects, we understand agency priority projects delivery schedules and can reallocate staff to endure the City of a timely completed project. We can quickly mobilize staff to assist the City in emergency services and with the depth of knowledge from our City Engineer, and the experience to address many non-standard engineering issues.

5.5 Software Programs

- SYNCHRO 9
- SimTraffic
- AutoCAD 2017
- AutoTurn
- Microsoft Office
- Microsoft Projects
- Tru-Traffic 10

6 OTHER INFORMATION

6.1 Insurance Coverage

WGZE is in compliance with the City of Costa Mesa's insurance requirements.

6.2 Exceptions

W.G. Zimmerman Engineering, Inc. does not have any exclusion, conditions, or provisions applied to the agreement, insurance, or procedures.

7 Fee Schedule**W.G. Zimmerman Engineering, Inc.**

Classification	Rate
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

LAND CM

Classification	Rate
Principal	\$ 160.00/Hr
Project Manager	\$ 160.00/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%