

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
DAVID EVANS AND ASSOCIATES, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and David Evans and Associates, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

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

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal & Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

David Evans and Associates, Inc.

By _____
Jeffrey K. Rupp, Vice President

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

**REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM**

Proposer: **Name:** David Evans and Associates, Inc.
 Address: 4200 Concours
 Suite 200
 Ontario, CA 91764
 Phone: 909.481.5750 **Fax:** 909.481.5757

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract. The rate(s) for services shall be:

Job Title:	Hourly Rate:
<u>See Attached Rate Schedule</u>	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other: _____

State of organization: Oregon Principal place of business: CA, OR, WA, AZ, ID, CO, & NY

Authorized agent for service of process in California:

Jeffrey K. Rupp, PE 4200 Concours, Ste 200 Ontario, CA 909.481.5750
Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Jeffrey K Rupp, VP 909.481.5750 Cliff A. Simental, VP 909.481.5750

Name	Title	Phone	Name	Title	Phone
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Dated: April 1, 2008 Proposer's signature: 

Jeffrey K Rupp, VP 909.481.5750

Name	Title	Phone
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DAVID EVANS
AND ASSOCIATES INC.

Schedule of Hourly Billing Rates

Rates Effective through term of contract

Office Staff:

Principal	\$229.00
Project Manager	\$195.00
Professional Engineer	\$179.00
Professional Land Surveyor	\$179.00
Professional Landscape Architect	\$164.00
Professional Architect	\$164.00
Professional Planner	\$164.00
Survey Analyst	\$162.00
Civil Designer	\$156.00
Landscape Designer	\$128.00
Land/Environmental Planner	\$128.00
CADD Designer	\$128.00
CADD Drafter	\$112.00
Clerical	\$89.00

Note: Authorized overtime will be charged at 1.5 times the above rate.

Field Staff:

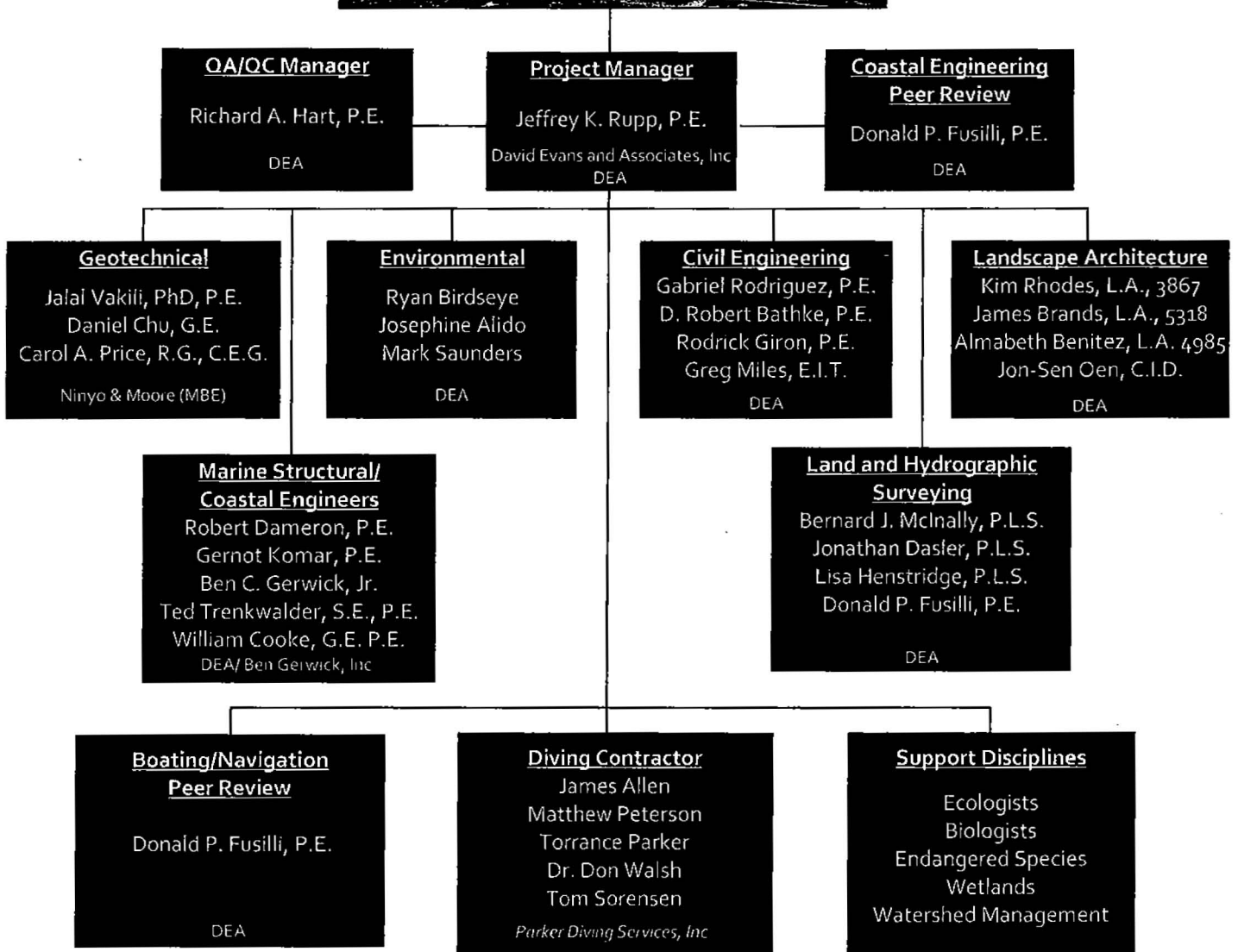
2-Person Survey Crew	\$279.00
3-Person Survey Crew	\$352.00

Note: Per union agreement, there is a 4-, 6- and 8-hour minimum charge for field survey work.

Billing Rates may be charged at a lower rate. The above rates have been amortized to account for the 4 year contract.

Project Team Organization

Los Angeles County Department of Beaches and Harbors



KEY PERSONNEL

Similar to every project, each DEA project team is unique and specially formed. With the size of our firm, and the diverse expertise of each individual at DEA, we have the ability to choose a proven task leader for any job to provide the leadership and expertise required. We can designate an experienced team to lead the various technical elements that are required for each particular project. Resumes of key personnel are organized in the order of Project Manager, Jeffrey Rupp, QA/QC Manager – Richard Hart, and Coastal Engineering Peer Review – Donald Fusilli. The rest of the key personnel are listed in alphabetical order.

DEA recognizes that one of our most valuable assets is the people we employ and those on our Team.

Subconsultants

DEA is committed to utilizing experienced subconsultants are part of our team. For this contract we have selected the firms shown below. Further information on each of these firms and the personnel who will be representing them, can be found following this section. These firms are:

- *Ben C. Gerwick, Inc – Marine Structural and Coastal Engineering Experts*
- *Ninyo & Moore – Geotechnical Services*
- *Parker Diving Services, Inc. – Diving Inspection Services*



JEFFREY K. RUPP, P.E.

DEA - Vice President/Professional Engineer

Education

B.S., Civil Engineering, 1982,
California State Polytechnic
University, Pomona

Registration

Professional Civil Engineer,
California (#42868), 1987

Professional Affiliations

California Council of Civil
Engineers and Land
Surveyors

Building Industry Association
Society of American Military
Engineers

Years with DEA

23

Years with Other Firms

4

Publications

"Water Management in a
Desert Park" with Rhodes,
Land and Water, May/June
1993.

"Palm Desert, California - A
Sense of Oasis", *Landscape
Architect and Specifier News*,
March 1993

"New Park is a Jewel in the
Desert", *Public Works*, July
1993

Mr. Rupp is an engineering leader with DEA. His experience includes engineering design and hydrology; as well as construction management, design and analysis for parks, storm drain projects, street, sewer, water, and grading plans, underground utility structures, right-of-way projects, railroad track layout, environmental assessments, surveys and a variety of large multi-discipline projects. Listed below are water resources related projects.

Experience:

Marina Del Rey 16" Waterline, Los Angeles County, California

DEA is currently working with the County of Los Angeles, Department of Public Works Waterworks Department, to provide civil engineering and surveying design services on this waterline project. The project involves replacing an existing 14" water main with a proposed 20,000 lineal feet of new 16" CML&C water main. DEA engineers performed extensive utility research for the new waterline and alignment/ROW analysis adjacent to the City of LA boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

Marina Beach Storm Water Quality Project, Marina del Rey, California

Mr. Rupp is currently providing QA/QC and Project oversight for this project in the County of Los Angeles in Marina del Rey. He is responsible for the oversight and the preparation of storm water quality improvements involving an under water circulation system as well as approximately 3,000 linear feet of storm drain improvements to improve water quality at Marina Beach.

East Recreational Lake at Diamond Valley Park, MWD, Los Angeles County, California

Currently, Mr. Rupp is providing project management for the East Recreational Lake at Diamond Valley Park for the Metropolitan Water District (MWD). DEA is providing preliminary design and conceptual site plan for the 84-acre recreational lake and 1-acre swim lagoon in the overall park site of 268 acres. Included in the design will be a picnic area, restrooms, pedestrian paths, walkways, and bicycle paths, rest areas, parking facilities, overnight camping facilities, hiking and equestrian trails, and concession areas. Once the site plan has been developed, the project team will prepare preliminary plans for the 84-acre recreational lake, the 1-acre swim lagoon, a water line from DVL to the east recreational lake, and a report on ground water modeling for the east recreational lake.

Los Angeles County Water Quality Sampling, Los Angeles County, California

Mr. Rupp served as project manager on this water quality sampling project on behalf of the County of Los Angeles. The project involved water run-off sampling at 27 sites where natural creeks and manmade drainage features meet the Pacific Ocean. The County's objectives were to quantify any bacteria and organic loadings to the natural creeks and beaches from storm drains where water quality is considered impaired by the Regional Board and to assess water quality trends where there is no historical



water quality data available. All samples had to be tested by a laboratory within 4-6 hours of their removal. The information collected by staff will help strategize the County's implementation of the current dry weather Santa Monica Bay bacteria total maximum daily load (TMDL) and a TMDL for organics scheduled to be developed in 2007.

Las Virgenes Creek Restoration Studies, Los Angeles County, California

As project manager, Mr. Rupp is working with the Watershed Management Division of the Los Angeles County Department of Public Works on a pilot program that explores a variety of alternatives for restoration of Las Virgenes Creek. The study is being developed as part of the Los Angeles County Urban Stormwater Mitigation Plan. The overriding goal of the study is to examine a range of alternatives intended to enhance water quality while providing for safe flood management practices, as well as to restore native habitat and provide opportunities for recreation along the 3 mile creek corridor. Included in the study is a range of alternatives that consider traditional and non-traditional methods of restoration. Alternatives explore restoration of the entire study area to its natural hydrological and ecological condition as well as a variety of traditional engineered methods for enhancing the creek.

Los Angeles County Headquarters Parking Lot Program Report, Alhambra, California

Mr. Rupp served as project manager on this project which originally began in January 2000 when the Los Angeles Regional Water Quality Control Board approved the Standard Urban Stormwater Mitigation Plan (SUSMP) for Los Angeles County and 85 participating cities within the County. The SUSMP was developed in compliance with the Los Angeles County Urban Runoff and Stormwater National Pollutant Discharge Elimination System (NPDES) Permit and seeks to reduce stormwater pollution from new non-point sources. The SUSMP includes best management practices (BMPs) that must be included into specified categories of new development and redevelopment projects, as well as other recommended BMPs for various projects. The County chose its own headquarters as the site for a Demonstration Project. LACDPW engineers and landscape architects participated in a design charrette that led to alternative solutions in the use of BMPs at the County's parking lot. Subsequently, the County wanted to develop a conceptual site plan for the parking lot and identified a number of design parameters for the Demonstration Project. In realizing the interrelated functions of stormwater drainage with water use, energy use, waste disposal, air pollution, and flood control, the scope of the Demonstration Project has expanded to include all aspects of watershed management. The County hired DEA to build upon the outcome of the design charrette and needs assessment for the development of the Conceptual Site Plan and Program for the Demonstration Project. The Program and Conceptual Site Plan for the Demonstration Project is expected to serve as the basis for a proposed site plan and redesign of the parking lot.



RICHARD A. HART, P.E.

Vice President/Transportation Discipline Leader

Education

B.S., Civil Engineering, 1982,
California State Polytechnic
University, Pomona

Registrations

Professional Civil Engineer,
California (#39595), 1985,

Professional Civil Engineer,
Arizona, Nevada, New Mexico

Professional Affiliations

American Society of Civil
Engineers

American Public Works
Association

Institute of Traffic Engineers
Civil Engineers and Land
Surveyors of California

Years with DEA

4

Years with Other Firms

22

Mr. Hart is a vice president and the transportation discipline leader for the Southern California offices of David Evans and Associates, Inc. He has over 26 years of experience in the design and management of public works projects including 11 years working for the County of Orange in the roads, flood control and harbors beaches and parks departments. Mr. Hart is a California registered civil engineer.

Experience:

Dana Point Harbor Maintenance Dredging, Dana Point, California

As project engineer, Mr. Hart prepared plans, special provisions, and bid documents for the dredging and disposal of 25,000 c.y. of spoils from within Dana Point Harbor. He coordinated the environmental documentation and applied for and received permits from various regulatory agencies.

Newport Dunes Aquatic Park Maintenance Dredging, Newport Beach, California

As project engineer, Mr. Hart prepared the plans, special provisions and bid documents for the dredging and disposal of 180,000 c.y. of spoils from within the Newport Dunes Aquatic Park and Marina. He designed dredging plans for the marina slips and the recreational swimming area as part of the overall plan to upgrade and improve the site. Coordination with the local harbor district and Coast Guard were necessary to assure the proper completion of the project.

Sunset Harbor Maintenance Dredging, Huntington Beach, California

As project engineer, Mr. Hart prepared the plans, special provisions and bid documents for the dredging and disposal of 120,000 c.y. of spoils from within the Sunset Harbor Marina Facility. He was responsible for the design of the dredging plans for the removal of sediment load at the outlet of the Bolsa Chica Channel.

Orange County Harbor Patrol Bulkhead Replacement, Newport Beach, California

Mr. Hart served as project engineer for the replacement of approximately 150 feet of failed steel sheet pile bulkhead. He analyzed the existing sheet piling to determine the failure mode and specified an appropriate replacement. He also obtained an emergency regulatory agency approval for the completion of the project.

Alameda Corridor Trench Design-Build Project, Los Angeles, California

As principal in charge, Mr. Hart was responsible for overseeing the staff performance and management of the budget for this design joint-venture project. The project included over 40 grade separations and an innovative retaining wall structure.

Henry Ford Railroad Grade Separation, Los Angeles, California

Mr. Hart served as project manager for the design of 2 miles of grade separated railroad within the Port of Los Angeles and Port of Long Beach. The project involved a raised existing railroad track over the Port of Long Beach Pier A access and entrance and three major railroad bridge structures, including two, 300-foot-span steel truss bridges carrying two lines of heavy freight rail.



Imperial Highway Bicycle Bridge over the Santa Ana River, Anaheim, California

Mr. Hart served as project manager and lead design engineer on this project which involved the preparation of plans and specifications for the construction of a four-span steel truss bridge. The project was designed and constructed to serve as a link in the County of Orange's Master Plan of Bikeways for the Santa Ana River off-road bike trail system.

Hamilton-Victoria Bridge over the Santa Ana River, Huntington Beach, California

As project manager, Mr. Hart was responsible for overseeing and administering the preparation of plans and special provisions for the design to widen, extend and rehabilitate the existing Hamilton/Victoria Bridge over the Santa Ana River. The design involved the approach and signal work; removal of one-half of the structure and replacing it with a wider structure; seismic retrofitting; and coordination with the cities of Costa Mesa and Huntington Beach, and the US Army Corps of Engineers.

Edinger Avenue Bridge Repair at Sunset Harbor; Huntington Beach, California

As project manager and lead designer, Mr. Hart was responsible for the repair of a damaged end span of the Edinger Bridge crossing the Bolsa Chica Channel into Huntington Harbor. Severe winter storms flowed into the channel causing the bridge approach to become saturated, and caused excessive loading on the existing timber bulkhead which served as the bridge's abutment. Immediate repair of the structure was needed as the bridge served as access to the Sunset Harbor Marina where approximately 100 people made their residence. Design loads were in accordance with AASHTO Bridge Design Specifications.

Capistrano Beach Storm Drain; Capistrano Beach, California

Mr. Hart was project engineer for the preparation of plans and special provisions for the construction of a 96-inch reinforced concrete pipe storm drain system. The new facility was tied to the existing 8-foot arch culvert under the San Diego Freeway. Extensive hydrology and hydraulic analysis of the drainage area was required to accurately predict the engineering requirements.



DONALD P. FUSILLI, P.E.

Chief Executive Officer – David Evans Marine Sciences, Inc.

Education

B.S.C.E., Civil Engineering,
1973, Villanova University
J.D., Law, 1979, Duquesne
University School of Law
A.M.P., 1993, Advanced
Management, Harvard
Business School

Registration

Professional Engineer, 1979

Professional Associations

Board of Directors for RTI
International Metals, Inc.
Board of Directors for Sterling
Construction Company, Inc.
Board of Directors for Merrick
Engineering Company
Advisory Council for the
Villanova University School of
Engineering
ABA/PBA
NSPE/PSPE/ESWP/SAME
Senior Executive Group
Design Professional Council for
ACEC

Years with DEMSI

Less than 1 (2007)

Years with other Firms

34

Mr. Fusilli, Jr., P.E., J.D., is the CEO of David Evans Marine Sciences, Inc. (DEMSI), one of the premier service providers in the world of underwater mapping and analysis. He has more than 25 years' experience in executive-level management of A/E firms, and more than 30 years' experience as a professional engineer.

Prior to joining DEMSI, Mr. Fusilli was the president and CEO of Michael Baker Corporation. During his 33-year tenure with Michael Baker, he also served as Chief Operating Officer, President of Baker Energy, and Executive Vice President and General Counsel.

Experience:

September 2006 to December 2007 – Principal of The Telum Group, LLP

Mr. Fusilli provided executive level strategic planning, organizational management and business development services to A/E and Energy firms. The focus was on improving the clients' financial, operational and market position.

April 2001 to September 2006 – President and Chief Executive Officer for the Michael Baker Corporation, the 34th ENR ranked E/C/O firm.

Mr. Fusilli established a growth and profit strategy focusing on three markets; transportation, energy and US federal. His leadership allowed for internal growth from approximately \$300mm to approximately \$600mm gross revenue and stock price rose from \$5.00 per share to over \$22.00 per share. He emphasized pursuing large and complex programs/projects that leveraged Baker's consulting, design, construction management, and operations and maintenance services. He also developed a primary customers base consisting of state DOTs, USDOD, USDHS, Major/Independent Oil and Gas companies and local agencies.

April 2000 to April 2001 – Chief Operating Officer, Michael Baker Corporation

Mr. Fusilli restructured the organization to a two market-driven framework focusing on the civil infrastructure engineering (Transportation, Facilities, Water/Wastewater, Environmental, GIS/GIT, and Pipelines) and Energy (Operations and Maintenance of offshore and onshore Oil and Gas facilities both domestic and international).

February 1995 to April 2000 – President of Baker Energy, an operating subsidiary of the Michael Baker Corporation

Mr. Fusilli focused on the oil and gas market offshore and onshore operations and maintenance services. He established a primary clients base of the majors and large independents companies and grew the gross revenue to over \$100 mm. He also, oriented the US Domestic arm to the shelf and deepwater E&P facilities with expansion to the onshore oil and gas production fields. He opened offices in Venezuela, Thailand, Algeria as well as expanding existing services in West Africa and Middle East. In addition, Mr. Fusilli, also developed the primary strategy of providing asset management services that addressed labor, logistics, procurement, regulatory compliance and production.



**April 1984 to February 1995 – Executive Vice President and General Counsel,
Michael Baker Corporation**

Mr. Fusilli provided legal advice to corporate and operations arms of Baker. His primary focus was on contract negotiations, corporate regulatory compliance, M/A negotiations, public stock offerings, employee policy and procedures, risk management, insurance coverage, lawsuits and claims.

June 1980 to April 1984 – Assistant General Counsel, Michael Baker Corp

Mr. Fusilli, assisted General Counsel on dealing with routine contract negotiations and claims management. He was primarily focused on major lawsuit alleging professional negligence in the design and CM services for a multi-million dollar wastewater collection system.

May 1973 to June 1984 – Assistant Engineer, Michael Baker Corp

Mr. Fusilli provided infrastructure civil design services to local and state agencies. He also provided consulting services to several local governmental agencies.



JOSEPHINE ALIDO, AICP

Environmental Planner

Education

Master of Urban and
Regional Planning, 1988,
University of Southern
California

B.S., Architecture, 1983,
University of the
Philippines

Certification

American Institute of
Certified Planners (AICP)

Professional Affiliation

American Planning
Association (APA)

Years with DEA

15

Years with Other Firms

4

Ms. Alido is an environmental project manager with over 19 years of experience in public policy and environmental planning. She has been responsible for the preparation of environmental documents in compliance with NEPA and CEQA, including Initial Studies, Environmental Assessments, and Environmental Impact Reports for private developments and public policy documents. She has also been involved in the update of general plans, housing elements, and land use elements, as well as in the preparation of zoning ordinances. In addition, she has prepared zoning/general plan consistency analyses, water management plans, parking studies, and public participation plans.

Experience:

Los Angeles Regional Forensic Science Crime Laboratory, Los Angeles, California

Ms. Alido provided quality control for the Mitigated Negative Declaration and Initial Study for the Los Angeles Regional Forensic Science Crime Laboratory Project, which is a joint project between the Los Angeles County Sheriff's Department, the city of Los Angeles Police Department, and California State University, Los Angeles. She then managed the preparation of an Addendum for the Mitigated Negative Declaration when State funding for the project required a change in the Lead Agency from the County of Los Angeles to the State of California Office of Criminal Justice Planning.

Biscailuz Regional Training Center, Los Angeles County, California

Ms. Alido prepared an Initial Study and Mitigated Negative Declaration that evaluated and identified the potential environmental impacts that may result from the proposed Eugene C. Biscailuz Regional Training Center, which was proposed at 1060 North Eastern Avenue in the East Los Angeles community of the County of Los Angeles. Proposed improvements included interior and exterior rehabilitation and renovation to the closed Biscailuz Recovery Center for reuse as a training academy and relocation site for the County's Special Enforcement Bureau (SEB) and Professional Development Bureau (PDB).

La Crescenta Library IS and EA, County of Los Angeles, California

Ms. Alido completed the combined Initial Study and Environmental Assessment that was prepared for this project to comply with both CEQA and NEPA. The proposed library would replace the existing library located at 4521 La Crescenta Avenue in the unincorporated community of La Crescenta in the County of Los Angeles. The project would be located in part on the same site, with four adjacent parcels (occupied by an automotive repair facility, and a former used automobile sales lot) acquired to accommodate the larger facility. The proposed project would replace the existing uses on-site with an approximately 14,000 square-foot modern library facility. Issues addressed in the environmental documents included air quality, hazardous materials noise and traffic and circulation.



Mission City Parkway Bridge and Associated Facilities EIR, San Diego, California

Ms. Alido assisted in the preparation of the EIR for a Mission City Parkway Bridge, Extension of I Street, realignment and widening of Camino del Rio North and the NFL Experience. She specifically worked on the analysis of the realignment and widening of Camino del Rio North and the discussion and analysis of hazards and hazardous materials associated with existing groundwater and soil contamination in the project area.

Palmdale Sheriff's Station and Fire Station Initial Study, Palmdale, California

Ms. Alido prepared the environmental documentation for the proposed Palmdale Sheriff's Station. The new station would replace an existing station operating out of leased space in the downtown area of Palmdale. The environmental review involved the analysis of traffic, noise, air quality, cultural resources, and visual quality impacts associated with the proposed structures and communications antenna.

Cove Oasis/Lake Cahuilla Trail Environmental Assessment, La Quinta, California

Ms. Alido prepares the EA for the proposed Cove Oasis/Lake Cahuilla Trail, which was proposed by the City of La Quinta as a fully developed trailhead facility, with a complete set of amenities for users of the existing trails that lead into the Santa Rosa Mountains. As part of the design of the Cove Oasis/Lake Cahuilla Trail project, Ms. Alido prepared the Initial Study and Environmental Assessment for the project. Since the project an action anticipated in the La Quinta General Plan, the Environmental Assessment was formatted as an Addendum to Master EIR for the City's General Plan Update. The Environmental Assessment analyzed the potential impacts of the proposed trailhead on all issue areas and determined that there would be no significant adverse impacts from the project or any other impacts which have not been addressed by the Master EIR.

Sewer Master Plan Update Initial Study, Fontana, California

Ms. Alido completed the Initial Study for the City's Sewer Master Plan Update, including improvements to the existing sewer system serving the City. The proposed update re-evaluates the sewer service needs of the City and identifies the needed sewer system infrastructure and facilities to meet the demand for sewer services, as now expected in undeveloped and underdeveloped areas of the City, in accordance with the Fontana General Plan. The Sewer Master Plan also estimates the sewer connection fee needed to fund these improvements. Impacts addressed included traffic and circulation, noise, air quality, and public services, along with potential impacts associated with sewer line crossings at drainage channels, railroad tracks, and freeways.



D. ROBERT BATHKE, P.E.

Associate, Professional Civil Engineer

Education

A.S., Architectural Drafting,
1981, Mt. San Antonio
College

B.S., Civil Engineering,
1985, Northern Arizona
University

Registration

Professional Civil Engineer,
California (#48138), 1991

Years with DEA

18

Years with Other Firms

5

Mr. Bathke is an associate and civil engineer at DEA with over 23 years of various engineering experience. His responsibilities include project management, project engineering, and design for street improvements, infrastructure improvements, and storm drain improvements for public works, residential, and commercial projects. For the past 12 years, Mr. Bathke has also been responsible for leading the quality control and quality assurance efforts of the Southern California offices.

Experience:

Marina Del Rey Waterline, Los Angeles County, California

Mr. Bathke served as project engineer, providing design services for this project that involved a proposed 16" water main for the Marina Del Rey area. DEA worked with the County of Los Angeles, Department of Public Works Waterworks Department, to provide civil engineering and surveying design services on this waterline project. The project involved replacing an existing 14" water main with a proposed 20,000 lineal feet of new 16" CML&C water main. DEA engineers performed extensive utility research for the new waterline and alignment/ROW analysis adjacent to the City of L.A. boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

Chandler Boulevard Bikeway, Burbank and Los Angeles, California

On behalf of the cities of Burbank and Los Angeles, Mr. Bathke served as project manager on this project. He was responsible for engineering design, surveying services, and landscape architectural services for this trail project which linked the Burbank RITC to the Metro Red Line Station in Los Angeles. The trail was designed to accommodate vehicular, bicycle, and pedestrian elements along the Chandler Boulevard Corridor. DEA worked with both cities for the development and approval of the project. DEA refined the preliminary design information previously developed for the Burbank portion of the trail and gained consensus for elements proposed in the Los Angeles portion. DEA developed design alternatives for the median in Burbank and also several design alternatives for Los Angeles. Elements were designed for both Class I and Class II bikeways. Mr. Bathke also generated a preliminary cost estimate for each of the alternative developed.

Robert Ovrom Park, Burbank, California

As lead civil engineer, Mr. Bathke is currently working on a mixed use site in the City of Burbank that includes a community center and urban park. The community center will also serve as a center for continuing education and is a major part of this site development. This small urban space and the many uses it must provide is the site's greatest design challenge. DEA Engineers are designing a parking garage under the building making it possible to provide more uses for the park site. The park will include a basketball court, play areas, picnic shelters, picnic tables, open turf area, restroom building and an informal, passive, garden area.





Freedom Park, Palm Desert, California

Mr. Bathke is leading civil engineering efforts for this 34-acre sports park from conceptual drawings through construction drawings and into construction realization. The park offers two softball fields, three basketball courts, two volleyball courts, a staging or entertainment plaza with interactive water feature, concessions and restroom building, a dog park, picnic shelters and BBQ areas, office building and daycare facility, two play areas and walking path. The overall theme of the park is one of patriotism, honoring various figures and events of American history that have made an impact on the freedom we appreciate in this country. The walking path will service several memorial stations detailing these historical figures or events. These stations will be a collaborative effort between DEA, the City of Palm Desert and local artists. The park site must also serve as a detention basin during periods of high rainfall so some of the ball fields will be designed within these basins.

Glendora Market Place Street Improvements, Glendora, California

As project manager, Mr. Bathke is providing PS&E to the city of Glendora to convert a private 4-lane roadway to a 4-lane public street. The project includes demolition; street improvements consisting of pavement and base re-construction, curb and gutter, sidewalk, and driveway construction, catch basin and storm drain reconstruction; survey; utility relocation and reconstruction; pavement delineation and signing; traffic control, planting and irrigation.

South San Fernando Boulevard, Burbank, California

Mr. Bathke is serving as project engineer on this project responsible for providing conceptual and design development services for the improvement of South San Fernando Boulevard. This commercial corridor will be upgraded to include streetscape enhancements such as street trees, benches, decorative hardscape, ornamental lighting, medians and traffic calming measures. Three distinctly different designs were presented for review and consideration by the community. New, high density residential development is also under consideration by the community redevelopment agency and therefore, mixed uses will require the careful consideration of the entire design team.

Santa Clara River Trail, Phase II, Santa Clarita, California

Mr. Bathke served as assistant project manager for Phase II of the Santa Clara River trail project in the city of Santa Clarita. The trail serves as a multi-modal recreation trail for commuter bicycle, pedestrian and equestrian use. This project was a vital link in the Santa Clara River trail system that links the city of Santa Clarita with the Pacific Ocean in Ventura.

Santa Clara River Trail, Phase III, Santa Clarita, California

Mr. Bathke served as project manager for Phase III of the Santa Clara River trail project. He provided conceptual design, which included two alternate studies involving route alignment for an undercrossing at Bouquet Canyon Road and a route over an existing sanitation district outfall facility. Mr. Bathke prepared final construction documents, which included trail plan and profile, grading, drainage, hydraulic analysis, and concrete structural calculations.





ALMABETH BENITEZ, L.A. Landscape Architect

Education

Bachelor in Landscape
Architecture, 1997,
University of Nevada, Las
Vegas

Registrations

Registered Landscape
Architect, California (#4985),
2004

Certified Irrigation Auditor,
1997

Years with DEA

4

Years with Other Firms

11

Publication

"Southern Nevada
Xeriscapes" Southern
Nevada Water Authority,
artwork 1999

Ms. Benitez has experience in urban design, streetscape and park projects, and other related public work improvement projects. For the past 11 years, she has been coordinating with public agencies and various other disciplines involved in the design process. She has experience in community-based design with community advisory groups, regulatory agencies, and other mixed audiences, in which she has organized consensus-building activities. She has performed several duties ranging from the conceptual design to design development, through completion of construction documents. Her experience also includes bid assistance and construction observation.

Experience:

Mission Boulevard Revitalization Project, Riverside County, California

Currently, Ms. Benitez is providing support services for the completion of construction documents, technical specifications, and finalizing a bid schedule and engineer's estimate. The project site is about a 3-mile stretch of downtown revitalization and street improvements. It includes improving a four-lane roadway, a landscaped medina, new curbs and sidewalks, street trees in the parkways, traffic calming devices, site furnishings and bus shelters, Ms. Benitez has been in regular contact with the Riverside Transit Agency to ensure proper design and placement of the bus shelters and benches.

On-Call Landscape Architecture Contract, Port of Los Angeles, California

As project manager, Ms. Benitez provided conceptual and final design services in addition to community outreach efforts, programming, and bid assistance on several projects while performing work under DEA's On-Call Contract. These projects included: the Alameda Street Beautification, Terminal Way Phases I and II, design development planning for the TraPac facility, planning and design for up to 40 sites for the Million Trees Initiative, and Community Outreach for the Million / Thousand Trees Initiative. DEA's team worked with Port staff in Engineering, Architecture, and Maintenance to identify potential projects and assist where necessary as an 'extension' to staff when needed. Prior to DEA's current contract, we prepared improvement plans for the Gibson Slopes which included slope stabilization, evaluation of soil structure, and irrigation plans to support the Port's planting efforts.

Landscape and Lighting District Landscape Renovation, Palm Desert, California

As part of DEA landscape architects design team, Ms. Benitez assisted in the production effort of completing construction documents for the landscaped common area of 12 residential communities. The main objective was to remove plantings that were unsuitable for the conditions of the Coachella Valley, and replace them with drought tolerant and climate specific species. Ms. Benitez was also involved in preparing plans for the retrofit of all irrigation systems, converting spray irrigation to a more water efficient drip system.



Ruben Ayala Park, Chino, California

Ms. Benitez is assisting with the conceptual and final design services for Ruben Ayala Park in Chino. The park will feature four tennis courts, four basketball half courts, and nine soccer fields. Additionally, a synthetic turf field for soccer and football will be provided; boasting covered stadium seating for over 300 spectators. Colorful tile mosaics and water misters are just some of the amenities proposed for incorporation into the 68 acre park development. A 100' diameter circular play area, with an adjacent brick seat wall, is custom designed, with areas for children ages 2-5, and a separate area for ages 5-12. The children's play area is located between two picnic shelters, accommodating groups of up to 40 guests.

Veteran's Park, Pomona, California

Ms. Benitez was responsible for the completion of the construction document drawings and assisting in the preparation of the cost estimate and specifications. Veteran's Park will be a 12- acre sports complex, with children's play area, and a restroom and concession building. The park will include 4 synthetic lighted soccer fields. Ms. Benitez attended three presentations, from different synthetic turf manufacturers to determine the best product for the City.

El Camino Real Park Renovation- Orange, California

The El Camino Real Project is currently being finalized for completion of plans, specifications and estimates. Ms. Benitez's role has been assistance in project administration and preparation of construction plans. Her obligations include attendance at regularly scheduled meetings, site visits, and coordination of sub consultants. She has also been involved in the coordination and implementation of the local governing agency's requirements. The project scope of work includes softball field renovation, addition of a batting cage and bullpens, shaded dugouts, new picnic areas and benches. Existing buildings will be restored to meet current building codes, and two new buildings will be added to the site.



RYAN J. BIRDSEYE

Environmental Discipline Leader

Education

B.S., Geography, 1987,
University of Oregon
Eugene, Oregon

M.S. Urban Planning, 1991
University of Oregon,
Eugene, Oregon

LEAD San Diego, Graduate,
Class of 2004

Professional Affiliations:

Association of
Environmental
Professionals

Toastmasters International
– Advanced Toastmaster
Gold Certification, Club
Officer

Years with DEA

4

Years with Other Firms

15

Mr. Birdseye has over 19 years of environmental planning experience working with both public and private sector clients. He is proficient in environmental review and document preparation in compliance with NEPA and CEQA, project management, resources management, public presentations, and agency coordination. Mr. Birdseye has wide-ranging experience in the preparation of Environmental Impact Reports (EIRs), Negative Declarations, Environmental Impact Statements (EISs), and Air Quality and Noise Quality Technical Reports. Added to his wealth of experience, is his ability to work directly with public interest groups to discern and evaluate potential public concerns.

Experience:

Primafuel Biodiesel Manufacturing Facility, Port of Sacramento, California

DEA is currently providing services in support of the construction and operation of a 20 million gallon per year biodiesel manufacturing facility and bulk liquid storage terminal on a 12-acre site at the Port of Sacramento. Ryan Birdseye is leading the entitlement element of the project and is preparing the CEQA documentation that the City of West Sacramento will use to complete the CEQA review portion of the project. Key issues include hazardous materials, geology/soils, air quality, and water quality.

Confidential Applicant: Port of Stockton, California

Mr. Birdseye is preparing an Initial Study for the Port of Stockton evaluating environmental impacts associated with construction and operation of a 20 and 60 million gallons per year biodiesel facility. Mr. Birdseye oversaw preparation of a biological resources study, a Phase I environmental assessment and a geotechnical study and is directing preparation of the Initial Study for the project. Key issues include hazardous materials, air quality, public safety, water quality and geology/soils.

Crimson Renewable Energy Biodiesel Manufacturing Facility, Port of Stockton, California

Mr. Birdseye is leading the preparation of an Initial Study to evaluate environmental impacts associated with construction and operation of a 60 million gallon per year biodiesel manufacturing facility. The project site is approximately 11 acres in size and will accommodate a processing building, a bulk liquid tank farm and various processing tanks; containment areas, fire suppression systems, truck/rail loading/offloading racks, and bulk liquid pipelines between Berths 10/11 and 12/13 and the tank farm. Key issues included air quality, hazardous materials, and hydrology/water quality.

Redwood City Costco Wholesale Project, Redwood City, California

Mr. Birdseye managed preparation of an EIR for the proposed expansion of the Costco Wholesale warehouse located in Redwood City. The Redwood City Costco Wholesale project involves the demolition of an existing Costco Wholesale store with 121,400 square feet of retail warehouse building and the construction of a new 148,663 square foot retail warehouse structure. The proposal would create an additional 27,267 square feet of building floor area.

Milliken & Greystone Industrial Center EIR, Ontario, California

Mr. Birdseye served as project manager for preparation of a CEQA EIR to evaluate impacts associated with construction and operation of a 122,000-square-foot warehouse facility on a 10-acre site in the City of Ontario.

Warehouse Relocation EIR, Port of Los Angeles, Los Angeles California

Mr. Birdseye served as principal-in-charge for an EIR evaluating environmental impacts associated with relocation of an existing warehousing facility at the Port of Los Angeles.

Santa Ana River Regional Riding and Hiking Trail, CEQA Review and Permitting, Orange County, California

Under an on-call contract with the Orange County Resources & Development Management Department (RDMD), Mr. Birdseye served as principal in charge overseeing preparation of the California Environmental Quality Act (CEQA) documents and permit applications for the proposed construction of a new trail and ancillary facilities along segments of the Santa Ana River.

California High Speed Rail Authority Phase I CEQA Review, Los Angeles to San Diego Corridor, California

Mr. Birdseye served as project manager for the Phase 1 environmental review element of the alternatives analysis for the proposed high-speed rail corridor between Los Angeles' Union Station and downtown San Diego.

Vasco Road Realignment CEQA Compliance, Alameda County, California

Mr. Birdseye served as project manager for preparation of CEQA compliance documents for the realignment of a 1.4-mile segment of Vasco Road in Alameda County near the City of Livermore, California.

Sunnymead Boulevard Revitalization Project, Moreno Valley, California

Mr. Birdseye is overseeing the environmental clearance through Caltrans and FHWA for the proposed improvements on Sunnymead Boulevard. Project components will include an entry "arch" which spans the entry to Sunnymead Boulevard, medians, enhanced concrete pavement and cross walk, site furnishings and seating areas, a banner program, and new landscaping. DEA is providing survey, design, landscaping and environmental services to the City, with Mr. Birdseye responsible for the environmental documentation and clearance.

Irvine Avenue Widening CDP/Bristol Street Sidewalk PES, Orange County California

Under an on-call contract with the Orange County RDMD, Mr. Birdseye served as principal in charge overseeing preparation the California Coastal Commission – Coastal Development Permit for the Irvine Avenue Road Widening project. The project proposes the widening of Irvine Avenue from just south of Mesa Drive to S.E. Bristol Street. This task order was amended to include preparation of the Preliminary Environmental Study (PES) form in accordance with Caltrans requirements for construction of a new sidewalk and drainage improvements along the south side of SE Bristol Street. Mr. Birdseye worked directly with RDMD staff to complete and revise the PES per Caltrans comments.



ROBERT A. DAMERON, P.E.

Vice President/Principal Engineer

Education

M.B.A., Management and Finance, 1994, San Diego State University

M.S., Civil Engineering, 1982, University of California, Berkeley

B.S., Civil Engineering, 1980, University of California, Davis

Registrations

Professional Civil Engineer, California (#C38038), 1984

Professional Civil Engineer, New York (#075932), 1998

Professional Affiliations

American Society of Civil Engineers

ASCE - ACI Committee 447, "Finite Element Analysis of Reinforced Concrete"

Years with DEA

6

Years with Other Firms

22

Mr. Dameron is a vice president with DEA. Mr. Dameron is also DEA's San Diego Office Manager as well as the lead engineer for DEA's structural and bridge engineering group located in San Diego. Mr. Dameron's 28 years of experience span the fields of advanced structural analysis and design, and project and office management. He has particular expertise in earthquake engineering, and has led earthquake structural analysis for many of the major bridges in California. These efforts have led to significant contributions to the Caltrans bridge structural analysis and seismic evaluation state-of-the-art and to many of Caltrans projects, including the San Diego-Coronado Bay Bridge, and six of the Bay Area toll bridges.

Mr. Dameron received an M.S. in Civil Engineering at U.C. Berkeley, and a B.S. in Civil Engineering from the University of California, Davis, 1980, where he graduated first in his class and received the Civil Engineering Departmental Citation. Mr. Dameron has received letters of commendation for his work on the analysis of reactor containments from EPRI and Sandia National Laboratories, including receipt of the 1995 Sandia President's Quality Award for analysis work of Concrete Containments.

From 1992 to 2002, Mr. Dameron served as a Principal and the CFO of the San Diego based engineering consultant ANATECH Corp., and then he joined DEA. He has managed many large and complex projects, and in the last three years, has doubled the size of DEA's San Diego office.

Experience

San Diego-Coronado Bay Bridge Seismic Vulnerability Assessment, San Diego, California

Mr. Dameron was the Project Manager and Lead Structural Analyst for this half-million dollar study, including the management of eight subconsultants. This project led to the Seismic Retrofit Analysis and Design, on which Mr. Dameron served as lead for structural analysis. The analysis and design work extended from 1994 to 1999, and retrofit construction (of approximately \$110 million) was completed in 2002.

Vandenberg Air Force Base SLC-3E Facilities, Vandenberg, California

As part of upgrades to accommodate the Atlas 5 program, DEA designed support systems for the acoustic suppression water system (ASWS) and the fixed launch platform (FLP). Analysis and design check of the flame trench and umbilical tower foundation was also required. Mr. Dameron was the Engineer of Record for the FLP supports and the ASWS, and was the Project Manager for DEA's work.

North Torrey Pines Bridge Seismic Evaluation, City of Del Mar, California

Mr. Dameron's DEA team provided special structural engineering expertise and consultation to the primary consultant, Simon Won Engineering, and the City of Del Mar regarding the North Torrey Pines Bridge. The North Torrey Pines Bridge was built in 1923-33 and the structure is of historical interest and importance to the community. The objective of the project is twofold: to seismically strengthen the existing bridge



while retaining its unique character, and to investigate alternatives in saving and retrofitting the bridge, should that option prove too costly. Because of the intense public interest, it was critically important for the engineering team to develop a good collaborative relationship with the City; to facilitate reaching the best possible design solution.

Oregon's Bridge Assessment Program, Oregon Department of Transportation, Statewide

Mr. Dameron was a member of the DEA team responsible for inspection of more than 130 cracked reinforced concrete deck girder bridges on the state system and assessment for repair or replacement. DEA developed baseline engineering reports to document bridge condition, deficiencies, feasible solutions, cost estimates, traffic staging, and construction schedule. Mr. Dameron assisted the team in developing assessment and reporting methodologies, assessing bridges for rehabilitation vs. replacement, and developing engineering baseline reports.

Structural Evaluation of the 405-55 HOV Connector Overcrossing and Curved Girder Cracking/Spalling, Orange County, California

DEA performed forensic assessment of damage to the 2,466-foot-long HOV connector. During tendon stressing, the tendons on the horizontal curve caused concrete cracking and spalling in several locations. Mr. Dameron was the supervising engineer for the investigative work performed for Orange County Transportation Authority.

I-5 Over the South Umpqua River (Shady) Pedestrian Bridge, Roseburg, Oregon

This project involved design of a pedestrian structure suspended below a new four-span, post-tensioned box girder system bridge over the South Umpqua River. Mr. Dameron was the supervising engineer for the wind and moving load studies.

Tacoma Narrows Bridge Tower Analysis, Tacoma, Washington

Mr. Dameron was the project manager for a detailed nonlinear analysis of the tower legs for the new Tacoma Narrows suspension bridge in order to verify the hollow leg's plastic hinge length and overall capacity and ductility. Local nonlinear FE modeling for the analysis included detailed representation of concrete and individual rebars. Concrete cracking and crushing and rebar yielding were simulated. Parsons Transportation Group (the prime consultant) performed the NTHA.



JONATHAN L. DASLER, P.E., P.L.S.

Vice President/Director of Marine Services

Education

B.S., Civil Engineering, 1984,
University of Portland

Registration

Professional Civil Engineer,
Oregon, 1987

Professional Land Surveyor,
California (L6507), 1990,
Oregon, 1990

Certification

A.C.S.M. Certified Inshore
Hydrographer, 1989

Training

CARIS Hydrographic
Information Processing
System and Sonar Image
Processing System Training
Course

Hydrographic Surveying for
Nautical Charting Short
Course

Awards

Department of the Army
Commander's Award For
Public Service for sonar
mapping and ordnance
detection and removal

Professional Affiliations

NOAA's Hydrographic
Services Review Panel,
member
The Hydrographic Society of
America
Marine Technology Society,
member
ACSM Hydrographer
Certification Board

Years with DEA:

19

Years with Other Firms:

14

Mr. Dasler is DEA's director of marine services, a professional land surveyor, professional engineer, and an ACSM certified hydrographer. His experience includes 24 years of project management for hydrographic and land surveying contracts with the U. S. Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), Department of the Interior (DOI), Department of Defense (DoD), port authorities, municipalities, and private sector firms. He has managed numerous land, hydrographic and geophysical survey projects and authored technical papers and reports. Mr. Dasler is a board member of the American Congress on Surveying and Mapping (ACSM) Hydrographer Certification Board and a past board member of The Hydrographic Society of America. He has been selected by the U.S. Department of Commerce to serve on a federal advisory committee for NOAA's Hydrographic Services Review Panel, which advises the Under Secretary for Oceans and Atmosphere and Administrator of NOAA on matters related to the nation's hydrographic services and navigation safety information needs. In addition, he was selected by the U.S. Department of the Interior to participate on a survey protocol evaluation panel to review hydrographic survey methodology for studies in the Grand Canyon by the Grand Canyon Monitoring and Research Center.

Experience:

California Charting Surveys, for NOAA, California Coast

Mr. Dasler was the principal-in-charge and lead hydrographer for a two-year, western-regional contract with NOAA to update nautical charts along the California Coast. Using the latest technology for sonar data acquisition and processing, complete bottom coverage surveys were conducted over assigned survey areas. Coverage consisted of 100% coverage with a high-resolution multibeam sonar and 200% coverage with a side scan sonar. Surveys were compared to existing nautical charts, and detailed reports were provided to document every aspect of the survey, data processing, mapping, and quality control procedures. Surveys included large portions of San Francisco Bay, the offshore approaches to Los Angeles, Long Beach, El Segundo and Port Hueneme. Mr. Dasler currently manages a 5-year contract with NOAA for hydrographic services. Projects include mapping of 200 square nautical miles of Chesapeake Bay and hurricane debris mapping in Alabama and Louisiana.

Pine Flat Dam Hydrographic and Geophysical Survey, for the US Army Corps of Engineers San Francisco District, Kings River, Fresno, California

Mr. Dasler served as project manager for this investigation to evaluate a submarine slide on the upstream left abutment at Pine Flat Dam. The goal of the investigation was to collect precise bathymetric data to compute the volume of the slide material, conduct a geophysical survey to evaluate the size of material contained in the slide and conduct a Remote Operated Vehicle (RPV) video inspection of the slide debris and stop log rails.



Stilling Basin Inspection Surveys for the US Army Corps of Engineers, Columbia River, Oregon

Mr. Dasler manages regular high-precision multibeam surveys for the Portland District of the U.S. Army Corps of Engineers at dams maintained by the District. The surveys collected high-resolution bathymetric data suitable to produce detailed contour drawings, 3-D perspective plots and difference images to monitor the integrity of the stilling basin, pier noses, baffle blocks, end and erosion holes. DEA hydrographers use a Reson SeaBat 8101 multibeam sonar with an integrated inertial and GPS positioning and motion reference system for detailed swath mapping of the stilling basins.

Current and Water Level Monitoring Modernization, for NOAA/NOS/Center for Operational Oceanographic Products and Services, Alaska

Mr. Dasler provided project management and was the principal-in-charge for this contract to modernize current and water level monitoring capability in Alaskan waters. The project involved deployment and recovery of acoustic doppler current profilers on bottom-mounted moorings and installation and maintenance of water level monitoring stations as part of the tsunami warning system and the National Water Level Observation Network.

High Resolution Multibeam Bathymetric Survey, for the Idaho Power Company, Idaho

Mr. Dasler is the trusted advisor for the Idaho Power Company Fisheries Division for bathymetric mapping. Projects have included the first ever mapping of Hells Canyon on the Snake River with a multibeam and side scan sonar, mapping of Oxbow and Brownlee Reservoirs and large reaches of the middle Snake River. The survey results are presented in an integrated Geographical Information System and used to support studies related to FERC relicensing and a variety of Idaho Power Company fisheries projects.

Lower Willamette Sediment Transport Study, Willamette River, Oregon

The Lower Willamette River / Portland Harbor was listed as a Superfund site in 2000. As an initial step in the process, high-resolution multibeam surveys were conducted every 4 to 6 months from 2001 through 2006 throughout a 16-mile stretch of the river. The objective of the surveys was to provide detailed information on a 1-meter grid of the riverbed morphology in the study area to be used as a base for studies and track sediment transport. Mr. Dasler was the project manager and lead hydrographer for this project. It required drafting a detailed work plan of data acquisition techniques to present to EPA and coordination of a geodetic control survey to establish a control network to support the use of RTK GPS to control the survey horizontally and vertically. Mr. Dasler worked with DEA GIS analysts to present the change in the river morphology by implementation of a color difference image which clearly depicted shoaling or erosion between the periodic surveys at a 0.25 foot resolution.





RODERICK R. GIRON, P.E.

Professional Engineer

Education

Bachelor of Science in Civil Engineering, 1998, California State Polytechnic University, Pomona

Registration

Professional Civil Engineer, California (#68513)

Professional Affiliation

American Society of Civil Engineers

Years with DEA

2

Years with Other Firms

7

Mr. Giron is a land development project manager with DEA. His experience includes more than 9 years in both residential and commercial development projects. The Inland Empire area of Southern California has been his regional emphasis throughout his career. He is experienced in the design of grading, street, sewer, water and storm drain plans. He also has experience in the entitlement and tentative map process of development. He has experience in a variety of computer software programs including AutoCAD, Land Desktop, AES, Flowmaster, CivilD, WPSGN, and the Microsoft Suite.

Experience:

Mission Village Senior Apartments, Riverside County, California

Mr. Giron is the engineering project manager for this 100 unit apartment project. He is responsible for providing the civil engineering documents for the entitlement phase of the project as well as meetings with the client, project team, and county staff. This preliminary engineering phase of the project includes grading and drainage, utilities, hydrology and hydraulics analysis, and a water quality plan. Upon entitlement approval, Mr. Giron will be responsible for overseeing the engineering efforts during the final engineering phase of the project.

Sierra Crossroads Commercial Center Phase II, Fontana, California

This project is the second phase of a 20-acre commercial/retail site for Empire Commercial and Real Estate, LLC. As the project manager, Mr. Giron is responsible for being the main contact person to the client and to the respective agencies. He was responsible for managing the preliminary engineering efforts during the entitlement process. He is currently managing a team during the final engineering design phase of the project. The final engineering phase includes the design of the precise grade, sewer, domestic water, fire water, and storm drain improvement plans and the preparation of the SWPPP and SWQMP reports. Upon construction document approval and issuance of permits, Mr. Giron will be responsible for leading the engineering efforts during the construction administration phase of the project.

Pardee Homes, Banning, California

As part of this 5,500 lot subdivision project, Mr. Giron was responsible for supervising the design of approximately 5,500 l.f. of roadway widening for the Highland Springs Road. He also supervised the design and preparation of the mass grading plan for the project site.

Parkview Meadows, Riverside County, California

On behalf of Lennar Communities, Mr. Giron was responsible for assisting in the supervision of the design for the rough grade, street, sewer, water and storm drain plans. He also led the quality assurance and quality control efforts for the improvement plans on this 330 lot subdivision project. He was also responsible for attending project meetings with the client and agencies to discuss project issues.



Sierra Crossroads Commercial Center Phase I, Fontana, California

This project consisted of a 20-acre commercial/retail site for Empire Commercial and Real Estate, LLC. As the project engineer, Mr. Giron was responsible for being the main contact person for the civil engineering team. He was responsible for attending meetings with the client, architect, contractor, and/or agencies. He supervised the design of the precise grade, sewer, domestic water, fire water, and storm drain improvement plans. Also, he assisted in the preparation of the SWPPP and SWQMP reports. He was responsible for addressing contractor's request for information (RFI) and assisted in resolving construction issues.

Sycamore Hills II, Fontana, California

On behalf of Empire Land, Prestige Homes, and K.Hovnanian Forecast Homes, Mr. Giron was responsible for being the main contact person on the civil engineering team. On this 400 unit subdivision, he supervised the design and preparation of the precise grading plans, designed and prepared rough grade, street, sewer, and water improvement plans, and was responsible for the precise grade design of a 10 acre park component of the project.

Chapman Heights, Yucaipa, California

This project consisted of a 2000-lot hillside subdivision which was developed by Communities Southwest. Mr. Giron served as a project engineer and was responsible for determining budget and schedule for outsource design and drafting staff. He was also responsible for determining project design controls for in-tract residential improvements and he designed infrastructure and in-tract street, sewer, water, recycled water, and storm drain improvements. He was also responsible for

Rancho Summit I, Rancho Cucamonga, California

On this 300-lot hillside subdivision project by Lennar Homes, Mr. Giron analyzed the hydrology and hydraulics and was responsible for preparing the report for the project. Also, he was responsible for designing 4000 L.F. of storm drain system to mitigate drainage through the project.

Oak Valley Greens, Beaumont, California

On this 1,500-lot subdivision by St. Claire Company, LLC, Mr. Giron assisted in the preparation of tentative tract maps. He also assisted in the analysis and preparation of a master plan of drainage report and designed 6,000 L.F. of infrastructure storm drain improvements utilizing RCFC&WCD methods and standards. He analyzed and prepared hydrology and hydraulics reports for the in-tract developments. He also designed the widening of Oak Valley Parkway utilizing Caltrans superelevation design criteria and Riverside County transportation standards. He also designed in-tract rough grade, street, sewer, water, and storm drain improvements and assisted in the rough grade design of a 20-acre park component of the project.



LISA M. HENSTRIDGE, P.L.S.

Survey Discipline Leader

Education

Bachelor of Science,
Surveying Engineering,
California State University,
Fresno, 1991

Undergraduate Studies,
Applied Mathematics,
California State University,
Long Beach, 1988

Registration

Professional Land Surveyor,
California (7177), 1995

Professional Affiliations

Women in Transportation
Seminars (WTS) – member

California Land Surveyor's
Association - member

Years with DEA

3

Years with Other Firms

16

Ms. Henstridge is a survey discipline leader for DEA. She is also a project manager, project surveyor, and geodesist with DEA. As a specialist in geodesy, GPS and survey data management, her responsibilities include network adjustments; field to finish data management utilizing various CAD platforms; analysis of survey data; preparation of land title descriptions and exhibits; right-of-way engineering; and the preparation of maps, title documents, reports, and project exhibits. Ms. Henstridge is also responsible for proposal preparation, managing staff resources, coordination, budget and schedule management, and quality control.

Experience:

County of Los Angeles, Department of Public Works, On-Call Right-of-Way Services, Los Angeles County, California

Ms. Henstridge is serving as project manager in charge of right-of-way services including boundary surveys and analysis, legal descriptions, and field surveys.

Survey, Mapping, and Related Services Contract, Metropolitan Water District, Los Angeles, California

Ms. Henstridge served as project manager for a multi-year on-call survey contract to provide GPS and conventional control surveys for MWD's pipeline system. Her responsibilities included providing GPS control surveys, conventional traverses, and project reporting for tasks throughout Southern California.

Caltrans District 7, Contract 07A2207, On-Call Technical Surveys and Right of Way Engineering Services, Los Angeles, California

Ms. Henstridge is serving as a task leader for this on-call contract for Caltrans District 7. This contract involves providing land surveying services on various projects in the Los Angeles County areas. Some of the services being performed on this contract consist of horizontal and vertical corridor control, topographic mapping, records of survey, and staff augmentation. These projects are being performed to Caltrans standards.

Caltrans District 8, Contract 08A1288, On-Call Right-of-Way Engineering and Surveying Services, San Bernardino County, California

Ms. Henstridge is serving as a task leader for this on-call contract for Caltrans District 8. This contract involves providing land surveying services on various projects in the San Bernardino County areas. A variety of surveying services are being performed on the SR330, I-15, I-215, SR60, SR18, SR74, SR2, SR79, SR38, SR111, SR40, and the SR71 to name a few. Some of the services being performed on this contract consist of horizontal and vertical corridor control, topographic mapping, records of survey, and staff augmentation. These projects are being performed to Caltrans standards.

FEMA Levee Certification, San Bernardino County, California

Ms. Henstridge is serving as project manager for the certification of numerous county and Corps of Engineer levees through San Bernardino County. The project includes

GPS control surveys, RTK surveys, conventional traverses, and topographic surveys of approximately 50 levees covering over 35 miles throughout San Bernardino County.

I-215 HOV Lanes from Nuevo Road to the I-15, Riverside County, California

As project manager, Ms. Henstridge is overseeing the performance of design level surveys for this 19-mile Project Report and Environmental Document (PR/ED). Survey services include design level aerial mapping, centerline and right of way mapping, and supplemental topographic surveys. DEA is also coordinating with Caltrans to establish horizontal and vertical corridor control for all future construction projects along the project route. The project involves the design of an additional lane in each direction from Nuevo Road in Perris to the I-15 in Murrieta.

I-10 HOV Lanes, Ontario to Redlands, California

Ms. Henstridge is serving as project manager on this project which involved performing design level surveys for this 23 mile Project Report and Environmental Document (PR/ED). Survey services include design level aerial mapping, centerline and right of way mapping, and supplemental topographic surveys. DEA is also coordinating with Caltrans to establish horizontal and vertical corridor control for all future construction projects along the project route. The project involves the design of an HOV lane in each direction from Haven Avenue in Ontario to Ford Street in Redlands.

Hunts Lane, San Bernardino County, California

As survey manager, Ms. Henstridge is providing oversight for the design surveying services on this project which involves the construction of a roadway and railroad track grade separation between UPRR lines and Hunts Lane near Club Center Drive. The services provided by DEA surveyors include aerial photography and topographic mapping, establishing project control and recovery of centerline control of existing streets, preparing right of way base mapping of existing right of way conditions, field survey design services and final right of way maps.

Fontana Roadway Rehabilitation Services, Fontana, California

Ms. Henstridge is serving as task leader on this contract to improve several vital transportation corridors throughout the city of Fontana. As part of this on-call contract, DEA surveyors have performed design surveys, construction surveys, and monument perpetuation services for roadway rehabilitation projects. This contract is ongoing and, due to our successful performance, DEA is already discussing future transportation improvements with the City.

State Route 210 (30), Segment 1-5, 7 & 9-11, San Bernardino County, California

Ms. Henstridge served as task leader for the construction of the SR210 Freeway. The project was divided into eleven segments in San Bernardino County and will connect with the I-210 on the west and the I-215 on the east, providing San Bernardino County with some much needed relief from this traffic inundated area. DEA was selected for three contracts which required providing construction surveying services for the structures and mainline construction of this new freeway.



Gernot Komar, PE, Dipl.-Ing.

Senior Bridge Engineer

Education

B.S., Structural Engineering,
1986, College, Villach, Austria

Dipl.-Ing., Civil Engineering &
Economics, 1994, Technical
University, Graz, Austria

Registration

Professional Civil Engineer,
Austria, 1999

Professional Civil Engineer,
California, 2004

Years with DEA

5

Years with Other Firms

13

Mr. Komar has over 18 years of experience in all phases of design, analysis, and erection of complex bridge structures. This has involved major bridge projects all over the world, requiring in-depth knowledge and understanding of international design codes. He is an expert user of RM-2000 and has been involved in its development and improvement for many years. Prior to joining DEA, Mr. Komar worked with developers of the RM software, TDV (Heinz Pircher und partners) in Graz, Austria.

Experience:

I-5 Pedestrian Bridge over the South Umpqua River, Roseburg, Oregon

Mr. Komar performed the high-end analysis of the suspended deck structure over the South Umpqua River. The pedestrian bridge is 956 feet long and 18 feet wide. The first 690 feet of bridge consists of a reinforced concrete deck suspended from the above southbound freeway structure by steel cables located at 27-foot spacing. The bridge is part of a \$20 million project that includes new northbound and southbound freeway structures over the South Umpqua River and CORR railroad facilities. The Bicycle/Pedestrian bridge analysis included high-order computer modeling and calculations to address wind loading, buffeting effects, and vertical load induced vibrations from pedestrians and from vehicles on structure above.

Marina Pier Retrofit, Malibu, California

The Malibu Pier was in the final stages of a renovation process dating back more than a decade. Phase I of that renovation involved repair and/or replacement of some of the support piles, and Phase II has involved renovation of many of the structures (local businesses, etc.) located on the pier. With the passage of time, and possibly due to a recent episode of strong southerly swell, other piles are now observed to require repair or replacement. Mr. Komar developed the PS&E for this final replacement phase, which included the replacement of 14 defective piles and the repair of 3 piles using fiberglass encapsulation under the building.

Perret Park Pier, Lake Elsinore, California

DEA performed final design for the Perret Park Improvements in Lake Elsinore area of Riverside County, California. Included in the park improvements is a pier type structure that forms an elevated wooden walkway extending into the lake with a gazebo at the end. Mr. Komar developed the PS&E for the 270 feet long pier sub-structure.

Oregon Bridge Assessment Program, State of Oregon DOT

The ODOT Bridge Assessment Program provided preliminary engineering for the replacement and/or repair of over 100 bridge structures throughout the state of Oregon. Mr. Komar was one of the senior bridge engineers who developed the baseline assessment reports for these structures. The assessment of each structure included on site inspections, analysis of structural integrity, preliminary conceptual design, and value engineering of possible retrofit or replacement alternatives.



West Corridor Light Rail Project, Denver, Colorado

DEA was selected by the Denver Regional Transportation District (RTD) to be the prime consultant and provide final design engineering services for the 12.1-mile West Corridor light rail transit line from downtown Denver to Golden, Colorado. The total project cost for West Corridor is estimated to be \$512 million, with DEA's fees currently more than \$13.7 million. Mr. Komar performed an independent design check for the 286-foot long Tied Arch Bridge over 6th Avenue and the 220-foot long Warren Truss Bridge over South Platte River.

Sauvie Island Bridge Replacement, Portland, Oregon

Mr. Komar was the lead analyst for the Sauvie Island Bridge and provided engineering support for the County during the arch erection. The selected 5 span, 1177-foot long replacement bridge features a 365-foot weathering steel tied arch main span. The tied arch and its unique radial cable pattern satisfied the stakeholders' desire for an aesthetically pleasing bridge and solved numerous engineering issues. The shallow depth of the tie girder met vertical clearance requirements over the navigation channel while eliminating a non-standard roadway profile.

Vandenberg Air Force Base SLC-3E Facilities, Vandenberg, California

Mr. Komar designed the structural supports for the fixed launch platform and the ASWS (acoustic suppression water system) as part of structure upgrades necessary for implementation of the Atlas 5 program at the Vandenberg SLC-3E facility.

Del Mar Fairgrounds Horse Arena Roof, Del Mar, California

Served as deputy project manager for this project (estimated at \$10 million construction) to add a 60,000 sf roof to the existing arena. Led the final design, including extensive coordination with sub-consultant to deliver 100% PS&E to the client on time and within budget. Project to be constructed in late 2008.

Sunnymead Boulevard Gateway Overhead Sign, Moreno Valley, California

DEA developed a strategic plan for the revitalization of Sunnymead Boulevard and performed final design for the Street Improvements from Frederick Street to Perris Boulevard. Mr. Komar developed the PS&E for the 95ft long overhead sign structure, which will span the full width. The Gateway Arch will be the signature structure for this improvement project.



BERNARD J. MCINALLY, P.L.S.

Vice President/ Southern California Survey Discipline Leader

Education

Completion of Local 12 Survey Apprenticeship and Party Chief Programs

A.S., Surveying, 1994 Rancho Santiago Community College

Registration

Professional Land Surveyor, California (7629), 2000,

Certified JAC Educator, 1999

Professional Affiliations

California Land Surveyors Association (CLSA)

Women's Transportation Seminar (WTS)

JAC Subcommittee Chair

Years with DEA

16

Years with Other Firms

3

Mr. McNally is a vice president/regional survey discipline leader with DEA's Southern California Region. His experience in the surveying field encompasses more than 19 years. He is very familiar with and has performed topographic, boundary, control, construction, cadastral, utility location, GPS and HDS surveys. He has also served as project manager on right of way engineering projects and has performed surveying tasks to various agency standards.

Experience:

Survey, Mapping, and Related Services Contract, Metropolitan Water District, Los Angeles, California

As project manager, Mr. McNally oversaw the contract with the Metropolitan Water District of Southern California to provide land surveying, mapping and related services throughout Southern California. This 3-year contract involved boundary services, control surveys, construction surveying (including large diameter pipelines and tunnels), potholing, right of way and title mapping, data management and distribution, mapping reviews for compliance with requirements, and various programming and application development techniques.

Caltrans District 8, Contract 08A1288, On Call Land Surveying Services, San Bernardino County, California

Mr. McNally is serving as project manager on this contract. This contract involves providing land surveying services on various projects in the San Bernardino County areas. A variety of surveying services are being performed on the SR330, I-15, I-215, SR60, SR18, SR74, SR2, SR79, SR38, SR111, SR40, and the SR71 to name a few.

National Parks Service, Surveying and Mapping Indefinite Quantity Contract, California, Arizona, Nevada, New Mexico, Oregon, Idaho, and Washington

Mr. McNally served as a task leader on the 5 year contract with the National Park Service to provide a variety of surveying and mapping services. He was very instrumental in the topographic survey and basemap preparation of Manzanar National Historic Site in Independence, California and several projects in Yosemite National Park.

City of Ontario, On Call Surveying Services, Ontario, California

Mr. McNally served as project manager on this contract with the city of Ontario to provide land surveying services. The services provided on this contract consisted of, but are not limited to, monument perpetuation, topographic surveying, control surveys, design surveys, field-to-finish mapping, construction surveys, boundary surveys, GPS surveying, 3D laser scanning, right of way engineering and mapping, title searches, ALTA surveys, and special studies. Task orders under this contract included monumentation perpetuation services for the city of Ontario's resurfacing program. DEA surveyors filed in excess of 100 corner records with the county of San Bernardino for these projects.



City of Moreno Valley Annual Roadway Resurfacing Program, Moreno Valley, California

Mr. McNally is serving as the project manager for this contract to provide monument perpetuation and construction staking surveys to the city of Moreno Valley on their annual roadway resurfacing program. DEA staff is responsible for the research of existing monuments, referencing the found monumentation, and providing pre-construction corner records to the Riverside County Surveyor's office standards. Following construction, DEA is responsible for replacing monuments that have been disturbed or destroyed during the construction. DEA is responsible for re-establishing the monument position with the pre-construction tie notes, set the new monument, and file a post construction corner record with the Riverside County Surveyor's Office.

MWD Aqueduct Protection Structure, San Bernardino County, California

As part of the I-10 Freeway widening project, DEA provided construction surveying services for two protection structures over the existing 12' MWD aqueduct, which runs beneath the I-10 Freeway corridor. The project consisted of the location of the existing MWD aqueducts and the construction staking of the protection structures. It was necessary to extend the existing protective structure due to the widening of the freeway to included two HOV lanes, sound walls, and retaining walls which were constructed on top of the existing aqueduct. Mr. McNally served as project manager.

Hunts Lane, San Bernardino County, California

As project task leader, Mr. McNally was responsible for providing design surveying services on this project which involves the construction of a roadway and railroad track grade separation between UPRR lines and Hunts Lane near Club Center Drive. The services provided by DEA surveyors under Phase I of this project included aerial photography and topographic mapping, establishing project control and recovery of centerline control of existing streets, and preparing right of way base mapping of existing right of way conditions. Additional phases included field survey design services and final right of way maps.

Grove Avenue Grade Separation, Ontario, California

As survey manager, Mr. McNally oversaw the construction surveying services for this grade separation project. DEA field crews provided a variety of services on this project including bridge construction, shoo-fly construction, utility construction, street improvements, parking lot construction, final monumentation and the filing of the required record of survey utilizing Caltrans standards and methodologies. The project provided for the grade separation of Grove Avenue from the Union Pacific Railroad tracks to allow from continuous, uninterrupted vehicular traffic flow.

Palm Desert Civic Center Park, Palm Desert, California

Mr. McNally served as project surveyor on this project and was responsible for providing a topographic survey and construction surveying services for various elements of the 73-acre site.



GREGORY J. MILES, E.I.T.

Project Engineer

Education

B.S., Construction
Engineering, 1986,
California State
Polytechnic University,
Pomona

Certificate of AutoCad
Course, 1990,
MTI College

Registration

Engineer In Training,
California (#116458), 2003

Years with DEA

12 (

Mr. Miles is a project engineer with DEA. His experience includes 18 years of work in engineering and design of street, sewer, water, storm drain improvement and grading plans for private and public facilities; as well as highway projects, underground utility plans, right-of-way alignment, inspections and a variety of multi-discipline projects. In addition, he has three years of experience supervising storm drain and high-rise commercial building construction. As a former employee of (Victor Valley Consulting Engineers and the City of Victorville) Caltrans, Mr. Miles has a vast knowledge of (high desert design) Caltrans standards and methods.

Experience:

Chandler Boulevard Bikeway, Burbank, California

On behalf of the City of Burbank, Mr. Miles served as design engineer on this trail project providing an engineer's estimate, specifications, and quality control review. This project will link the Burbank RITC to the Metro Red Line Station in Los Angeles. The trail is designed to accommodate vehicular, bicycle, and pedestrian elements along the Chandler Boulevard Corridor. DEA has worked with both the cities of Los Angeles and Burbank for the development and approval. DEA is currently refining the design information developed for the Burbank portion of this trail and is in the process of gaining consensus for elements proposed in the Los Angeles portion. Elements were designed for both Class I and Class II bikeways.

Maple Avenue, 23rd Street & Los Angeles Street Improvements, Los Angeles, California

Mr. Miles served as project engineer for improving 3,500 feet of existing streets in the south-east area of Los Angeles. This project included cold planning, removal and replacement of existing AC, curb & gutter, and sidewalk. Maple Avenue, 23rd Street, and Los Angeles Street served as the boundary for a new high school for the Los Angeles Unified School District in the south-central area.

Yucca Park, Los Angeles, California

Mr. Miles provided grading and drainage design for this unique inner-city community center and park project performed for the City of Los Angeles Department of Parks and Recreation. The park included a synthetic turf soccer field, basketball court, picnic area, children's playground, and on-street parking areas.

Santa Clara River Trail, Phase III & IV, Santa Clarita, California

Mr. Miles served as project designer, quality control reviewer, and utility coordinator for Phase III & IV of the Santa Clara River trail project in Santa Clarita, California. The trail serves as a multi-modal recreation trail for commuter bicyclist, pedestrian, and equestrian use. This project is a vital link in the Santa Clara River trail system that will ultimately link Santa Clarita with the Pacific Ocean at Ventura.



JON-SEN OEN, CID

Landscape Irrigation Designer

Education

B.S. Landscape Irrigation
Science, 1998, California
State Polytechnic
University, Pomona.

Professional Affiliations

Irrigation Association
(Certified Commercial
Irrigation Designer)

U.S. Environmental
Protection Agency's
WaterSense program
(Partner)

Years with DEA

3

Years with Other Firms

7

Mr. Oen is a certified commercial landscape irrigation designer (CID) and also a partner with the U.S. Environmental Protection Agency's (EPA's) WaterSense program. For the past 10 years, he has worked on a wide variety of irrigation projects including sports parks, hotels, resorts, residential, and commercial developments. His responsibilities also include preparing irrigation master meter plans for various master planned community developments. Mr. Oen's experience includes the use of AutoCAD in the preparation of landscape irrigation documents.

Experience:

Alameda Street Beautification, Port of Los Angeles, California

Located in the city of Los Angeles, Alameda Street is one of the transportation corridors for the Port of Los Angeles. Since the irrigation systems along the street were often damaged by large transportation trucks, Mr. Oen designed the irrigation system with concrete block applications to protect the irrigation heads along the street. To eliminate water run-off, Mr. Oen designed the irrigation using low precipitation rate rotors. A solar powered irrigation controller was used because there was no electrical power available at the site.

El Camino Real Park, City of Orange, California

The 18.67 acres park consists of 4 (four) lighted softball fields, 2 (two) lighted volleyball courts. As the lead irrigation designer, Mr. Oen designed the irrigation system utilizing smart controller application. The controller will estimate depletion of available plant soil moisture, replenishing water as needed while minimizing excess water use. The estimated water use for the irrigation system is approximately 44.3 acre-foot per year.

Veterans Park Soccer Complex, City of Pomona, California

Working closely with the city of Pomona, Mr. Oen designed the irrigation system for four (4) synthetic turf soccer fields. The irrigation system is design primarily to cool off the synthetic turf during the summer months. Utilizing the coaches switch box with locking device, the irrigation system will operate by pushing the switch button which is connected to the irrigation controller and booster pump.

Kessler Community Park, County of San Bernardino, California

As the lead irrigation designer, and working closely with the County of San Bernardino, Mr. Oen assisted with irrigation for the renovation and expansion of this existing neighborhood park and equestrian center. Placing an emphasis upon both active and passive recreation that may be accessed by a broad spectrum of ages and abilities, the master plan proposes the renovation of little league and soccer fields, equestrian center, tot lot, picnic areas, parking, and accessibility to the community center. The proposed expansion incorporates the adjacent capped landfill to provide new soccer/football fields on synthetic turf, parking, additional tot lots, picnic areas, enhanced trail system and views, as well as an expanded maintenance and concessions facility.



University Community Park Rehabilitation, Irvine, California

San Carlo, San Marco and San Leandro Neighborhood Parks, Irvine, California

The Community / Neighborhood Parks are existing mature parks located within the city of Irvine. Working closely with the City Public Work Department, Mr. Oen successfully achieved the goal to record the existing irrigation improvements and to prepare construction drawings for the rehabilitation of the existing irrigated systems in order to comply with the current City standards. The tasks also include reviewing the existing park plans and field verifying site conditions.

Mance Buchanon Park, City of Oceanside, California

The park consists of 4 (four) full size soccer fields and over 23 acres of turf area, the water usage for the irrigation system was estimated to be over 3 million cubic feet per year. With state-of-the-art irrigation equipment which includes ET gauges, high flow and rain sensing capability, Mr. Oen designed the irrigation system which utilizes central control for accurate application of water and statistics of its flow and volumetric usage.

Mitigation Basin / Vernal Pool, The Cove, KB Homes, San Jacinto, California

The irrigation system for the mitigation basin and vernal pool were designed carefully to avoid contamination due to the excessive water run-off to the vernal pool. Mr. Oen designed the irrigation system with low precipitation rate rotor heads and provided the client with irrigation watering schedules so that the irrigation water run-off is virtually eliminated.

Water Management Services, AVCA, Aliso Viejo, California

The city of Aliso Viejo planned to centralize all of the irrigation controllers within the community. As an irrigation designer, Mr. Oen provided the City with all of the data required, such as flow rate per valve, area served, hydrozone, and slope factor. The data was created in Microsoft Excel format and CAD generated color controller charts. The City maintains over 200 irrigation controllers which cover hundreds of acres of landscaped area.

Northpark, The Irvine Company, Irvine, California.

The irrigation system for this 180-acre master-planned community was designed with reclaimed water and utilizes a central control system for accurate application of water management to reduce water costs. As the lead irrigation designer, Mr. Oen was responsible for coordination with the local water agency, Irvine Ranch Water District, to provide all of the water calculations needed to meet the City's water requirements. Mr. Oen also designed the homeowner's irrigation systems for different builders within the community such as Warmington Homes, Standard Pacific Homes, and Lennar Homes.



KIM S. RHODES, L.A.

Vice President/Landscape Architect

Education

B.S. Landscape Architecture,
1985, California State
Polytechnic University, Pomona

Registration

Registered Landscape
Architect, California, (#3867),
1993

Professional Memberships

American Society of Landscape
Architects

California Parks and Recreation
Society

National Park and Recreation
Association

Years with DEA

22

Years with Other Firms

1

Publications

"Water Management in a Desert
Park" with Rupp, *Land and
Water*, May/June 1993.

"Palm Desert, California - A
Sense of Oasis", *Landscape
Architect and Specifier News*,
March 1993

"New Park is a Jewel in the
Desert", *Public Works*, July 1993
"Palm Desert Civic Center Park
- A Look Back",
Builder/Architect, September,
1999

"Creating a Desert Oasis",
Builder/Architect, August, 2000

Ms. Rhodes is a California registered landscape architect, vice president, and recently served on DEA's Board of Directors. For the past 23 years, Ms. Rhodes has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, hotels, streetscapes, sports facilities, schools, commercial, residential, and industrial developments. She manages large, multi-disciplinary projects including on-call services contracts for Caltrans District 8, the Port of Los Angeles, county of San Bernardino, and city of Los Angeles.

Experience:

On-Call Landscape Architecture Contract, Port of Los Angeles, California

DEA landscape architects under the direction of Ms. Rhodes provided conceptual and final design services in addition to community outreach efforts, programming, and bid assistance on several projects while performing work under DEA's On-Call Contract. These projects included: the Alameda Street Beautification, Terminal Way Phases I and II, design development planning for the TraPac facility, planning and design for up to 40 sites for the Million Trees Initiative, and Community Outreach for the Million / Thousand Trees Initiative. DEA's team worked with Port staff in Engineering, Architecture, and Maintenance to identify potential projects and assist where necessary as an 'extension' to staff when needed. Prior to DEA's current contract, we prepared improvement plans for the Gibson Slopes which included slope stabilization, evaluation of soil structure, and irrigation plans to support the Port's planting efforts.

West Los Angeles College Fine Arts Building, Culver City, California

Ms. Rhodes provided landscape architectural design services for this three-story, 50,000-square-foot Fine Arts building on the West Los Angeles College Hillside campus. Careful coordination with the architect was imperative when choosing plant material and site furnishings to complement the building. The site included a major pedestrian corridor between the classroom building and the auditorium. This space was lighted with decorative bollards set within a grid pattern in the hardscape. The design was chosen to emphasize the forms of the building and to further delineate the use of vertical accent trees at the theater entrance. A large courtyard was located outside the lab area which provided a nice balance between planting and hardscape. Beyond the courtyard is a sculpture display area with seating and a magnificent view of the City. Irrigation plans were also provided for all on-site improvements in addition to the surrounding hillsides which will be impacted during construction.

Los Angeles River Greenway Project, Los Angeles County, California

Ms. Rhodes provided design expertise on the Los Angeles River Greenway Project in cooperation with the American Society of Landscape Architects and the Trust for Public Land. She and other volunteer landscape architects and planners participated in design charettes and workshops which created habitats, parks, trails and numerous recreation opportunities along the 51 mile route. Three years ago, the Los Angeles River was named one of the nation's ten most endangered urban rivers. The work of the entire group will help preserve and improve the river for use by generations to come.



Los Angeles County Department of Public Works Demonstration Parking Lot, Alhambra, California

Ms. Rhodes assisted in the landscape architectural efforts on this distinctive project. The County's desire is to develop a project that captures and reuses on site runoff for irrigation purposes. The first 3/4" of rainfall will be diverted through an on-site water treatment process which will remove contaminants and recycle water for use on site. Pervious pavement is proposed, as well as porous pavers to direct precipitation into planter areas. Plant materials have been chosen for their ability to tolerate and filter run off water, ease of maintenance, and their ability to provide an attractive appearance. Vegetative swales with native and drought tolerant plants also serve to convey water through the system. Using existing technologies in innovative ways, this project will truly serve as a demonstration for future storm water pollution mitigation projects.

Caltrans District 8, On Call Landscape Architectural Services, San Bernardino and Riverside Counties, California

Ms. Rhodes served as project manager for this \$1.1 million dollar on-call contract with District 8. She coordinated with Caltrans landscape architects on a daily basis to ensure project scheduling, prioritization of tasks, subconsultant deliverables, specification data, cost estimating criteria, design modifications, and invoicing. She was responsible for the dissemination of project specific data and budgeting within the Caltrans WBS structure. She guided the DEA team of landscape architects, designers, specification writers, cost estimators, and Microstation production staff to ensure compliance with the goals of the Task Order and criteria set forth by Caltrans. Ms. Rhodes was responsible for the continual update of project status reports as required by Caltrans contracting division. She was the primary point of contact between all project subconsultants and worked closely with them to ensure compliance with the project criteria.

On-Call Landscape Architectural Services, Diamond Bar, California

Ms. Rhodes is serving as project manager on this on-call contract providing the city of Diamond Bar with landscape architectural services. The services being provided include design of park improvements, streetscapes and trail, in addition to providing plan check services on an "as needed" basis. She is currently leading five separate streetscape projects in addition to the design of a custom picnic shelter and trailhead.

River Park, City of Santa Clarita, California

As the project manager, Ms. Rhodes was responsible for working with Santa Clarita to develop a master plan for a 12-acre park adjacent to the Santa Clara River. The park incorporated native planting areas with trails and equestrian routes, a custom water feature that acts as a filtration system and allows clean water discharge into the river, picnic areas, parking, restrooms and a nature center, and children's play areas. Project tasks included traffic and circulation studies for on- and off-site improvements, preparation of a negative declaration, trail feasibility studies, park design and a cost estimate, and providing documentation for trail easements. Approval of the conceptual plans was to be followed by actual construction plans.



GABRIEL N. RODRIGUEZ, P.E.

Associate/ Professional Civil Engineer

Education

B.S., Civil Engineering,
2001, California
Polytechnic Pomona

Registration

Professional Civil Engineer,
California (#69948), 2006

Years with DEA

7

Years with Other Firms

4

Mr. Rodriguez is an associate of DEA, and the engineering discipline leader for the Riverside office. He has over 11 years of civil engineering experience in both public and private development projects. His experience includes project management, drainage analysis and design, street improvement plans, parking lot design, grading plans, utility plans, site civil design and construction observation.

Experience:

Marina Beach Storm Water Quality Project, Marina del Rey, California

Mr. Rodriguez is currently serving as project manager for this project in the city of Marina del Rey. He is responsible for the oversight and the preparation of storm water quality improvements including approximately 3,000 linear feet of storm drain improvements.

Bryant Street Storm Drain and Street Improvements, Wildomar, California

On behalf of Riverside County EDA, Mr. Rodriguez served as project manager and was responsible for the oversight of the storm drain and street improvement design. The project included 4,400-lf of 30-inch storm drain pipe and 1,100-lf of street improvements. Community involvement was critical in gaining storm drain easement rights from individual home owners.

Palomar Street Improvements, Wildomar, California

Mr. Rodriguez served as project manager for the Palomar Street improvement project. The project consisted of approximately 1,500-lf of half width improvements on Palomar Street including curb and gutter, sidewalk and pavement improvements.

Palomar Street Sewer Improvements, Wildomar, California

Mr. Rodriguez is currently serving and project manager on this project in the Wildomar area of Riverside County. This project includes the design and construction management of 2,000-lf of sewer mainline. This project is nearing plan approval and will be out for bid in the next two months. Upon completion this project will provide approximately 35 residents with sewer service and will eliminate the need for septic systems.

Agate Street Improvement Project, Riverside County, California

On behalf of Riverside County EDA, Mr. Rodriguez served as project manager on this 4,000 lineal foot street improvement project. The project includes street widening, storm drain improvements, and right-of-way acquisitions. Coordination with Jurupa School District and Jurupa Community Services District was critical with regard to right-of-way acquisitions.

Glen Avon Revitalization Area, Riverside, California

On behalf of Riverside County EDA, Mr. Rodriguez is serving as project manager and has been responsible for providing preliminary and final design services for the project. Services provided included street widening and storm drain improvements as well as right of way acquisition required for the widening of Mission Boulevard. The project also includes the design of the new Avon Street extension.

Agua Caliente Spa and Casino Parking Lots, Palm Springs, California

Mr. Rodriguez served as the project engineer for the Spa and Casino overflow parking lots and off-site improvements. Four parking lots were designed and constructed to serve the increasing attendance of the new Agua Caliente Spa and Casino. Street and storm drain improvements to Amado Road and Calle El Segundo were also required as part of the project. Mr. Rodriguez provided coordination with Penta Construction and supervised and participated in the development of street and storm drain improvement plans, precise grading plans and hydrologic and hydraulic analysis.

Marna O'Brien, Heritage, Windsong, and Perret Park Improvements, Wildomar, California

Mr. Rodriguez was involved in the civil engineering and hydrology design on four park improvement projects throughout the rural Wildomar area in the county of Riverside. These existing neighborhood parks, which range in size from 2 acres to 12 acres include: Marna O'Brien Park, Perret Park (adjacent to Lake Elsinore), Heritage Park and Windsong Park. Amenities include ballfields, basketball courts, children's playgrounds, restrooms, parking, boat launch area, picnic areas, walking paths, and signage. Preliminary planning is currently on-going and community workshops will provide valuable input for all final design efforts.

Ruben Ayala Park, Chino, California

Mr. Rodriguez was responsible for overseeing the civil engineering services for Ruben Ayala Park in Chino. These services included the design of rough and precise grading, storm drain, sewer and water facilities. The park will feature four tennis courts, four basketball half courts, and nine soccer fields. Additionally, a synthetic turf field for soccer and football will be provided; boasting covered stadium seating for over 300 spectators. The sixty acre park will utilize a series of bio-swales that were designed to meet water quality requirements as well as provide an aesthetically pleasing drainage solution.

Riverside County Fair and National Date Festival Fairgrounds Improvements, Indio, California

Serving as project manager, Mr. Rodriguez provided final design services for the improvements to the Riverside County Fair and National Date Festival Fairgrounds. Services included the design of a new parking lot layout as well as preparation of grading and paving improvement plans and signing and striping plans.



MARK SAUNDERS

Environmental Scientist / Project Manager

Education

Bachelor of
Environmental
Science (Honors 1),
2001, University of
Newcastle, Australia

Affiliations

California Association
of Environmental
Professionals
Society of Wetland
Scientists
American Society of
Agricultural and
Biological Engineers
International Erosion
Control Association

Certificates and

Permits
Trained Wetland
Delineator
CDFG Scientific
Collection Permit
SC-009355

Years with DEA

1

Years with Other Firms

8

Mr. Saunders has over 9 years natural resource management and planning experience working with both public and private sector clients. He is proficient in environmental review, analysis and document preparation in compliance with NEPA/CEQA, planning project management, public presentation, entitlement permitting, and agency coordination. Mr. Saunders has extensive experience in the development and management of environmental restoration and rehabilitation projects in both estuarine, freshwater, and wetland environments and his well-developed project management skills allow for the effective delivery of projects through development, design, approval, contracting and implementation.

Experience:

Thousand Trails – Soledad Canyon, County of Los Angeles, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for the renewal of a conditional use permit for a recreational vehicle park in the Antelope Valley area of LA County. The project also involves gaining entitlements for the development of a 182 lot low-cost housing village on the project site, requiring detailed traffic, drainage, biological, and archaeological analysis.

Brea Rails-to-Trails Project, City of Brea, California

Mr. Saunders managed the preparation of an Initial Study / Mitigated Negative Declaration for the Brea Rails-to-Trails Master Plan project in the City of Brea. The project involves the construction of a shared bicycle and walking trail along existing right-of-way alignments in central Brea. The Master Plan also proposes the construction of associated elements including landscaping, lighting, parking facilities, and open space areas at selected locations along the route. The Master Plan was certified by Brea City Council in November 2007 and construction planning is now underway.

Cypress Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for proposed roadway improvements for an approximately 1-mile segment of Cypress Avenue in south Fontana. The project involves widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The project involves detailed biological, noise, air, and land-use compatibility analysis to address CEQA requirements. The project involves working closely with City staff to develop appropriate mitigation for potential project impacts.

Cypress Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders completed a Biological Resource Assessment for an approximately 1-mile segment of Cypress Avenue in south Fontana. The road improvements proposed widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The study analyzed potential impacts to an approximately 11.15-acre project area, including an inventory of existing biological resources, habitat assessment for sensitive or special-status species, tree survey, jurisdictional assessment, and mitigation recommendations.



Citrus Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders completed a supplementary biological assessment for an approximately 1-mile segment of Citrus Avenue in south Fontana. The road improvements proposed widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The Biological Letter Report analyzed the potential impacts of the project on sensitive biological resources in the project area and provided an inventory of existing resources. Additional mitigation measures were developed to mitigate project impacts.

National Trails Highway Roadway Widening, City of Victorville, California

Mr. Saunders is managing the preparation of a draft Initial Study / Mitigated Negative Declaration for this roadway improvement project in western San Bernardino County. The project involves widening a 1.77 mile section of the National Trails Highway, between the Air Expressway and Interstate 15 (I-15), from an existing two lanes to four lanes. The project segment is heavily constrained by existing development and surrounding natural resources, requiring sensitive analysis and detailed environmental review to comply with CEQA.

Tequesquite Arroyo Trunk Sewer Upgrade, City of Riverside, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for the replacement/upgrade of a 3.95-mile section of sewer infrastructure in the north-eastern section of the City of Riverside. The project involves detailed biological and cultural resource investigations and requires sensitive negotiation and coordination with City planning staff and State regulatory agencies for planned actions in an active stream corridor.

Nevada Business Park, City of Redlands, California

Mr. Saunders provided inter-office assistance to streamline entitlement permitting associated with the development of five industrial/commercial buildings with a combined floor area of approximately 287,294 square feet and the construction of a 7 foot flood protection berm along the project boundary with Mission Zanja Creek. The proposed storm drainage plan for the development required an off-site connection to the City's storm drainage channel at Zanja Creek. Permitting requirements included Section 404 approval from the U.S. Army Corps of Engineers, Section 401 Water Quality certification from the Regional Water Quality Control Board, and a Section 1600 streambed alteration agreement with the California Department of Fish and Game. Mr. Saunders also assisted the client with the identification, negotiation, and purchase of suitable off-site mitigation banking credits to offset project impacts in line with agency requirements.



THE DEA TEAM ADVANTAGE & PROJECT APPROACH

THE DEA TEAM ADVANTAGE

At DEA, the meaning of the word "engineering" has developed through years of meeting specific client needs. Our definition means much more than just designing projects, preparing specifications and completing cost estimates. **Engineering allows an idea to become reality and our client's dreams become places where people live, work, and play.** The goal of our engineering effort is to make a significant improvement to human life while carefully preserving the environment. Since we are involved in the design of lasting physical facilities within our communities, we must be sensitive and responsive in our approach to each project, especially when working with invaluable resources such as coastal environments.

For this unique Harbor Engineering project, the DEA Team advantage begins with the formation of an exemplary team of highly skilled professionals ready to join the County ranks seamlessly as a staff extension to the Department of Beaches and Harbors. This **"One-Stop-Shop"** team approach includes a variety of engineering experts ready to take on numerous challenges as they are presented in this dynamic marine environment, ranging from one extreme to the other, including:

- ◆ Structural Design/Analysis of Underwater and/or Over-water Marine Facilities
- ◆ Review/update Standards for Marine Construction
- ◆ Evaluate Plans and Conceptual Designs in Marina Del Rey
- ◆ Provide Construction Management Services for Marine Construction
- ◆ ADA Compliance Study & Design for Marina and Beach Facilities
- ◆ Evaluate Maritime Activities & Design Docks, floats, & Gangways
- ◆ Structural Inspection of Landside/Waterside Improvements in Marina Del Rey
- ◆ Review Navigation and Boating Circulation with Marina Del Rey and Recommend Changes
- ◆ Review Proposals, Plans, Specifications for Harbor Dredging
- ◆ Cost Estimating and Construction Budgets
- ◆ Review Proposals, Plans, and Specifications for Beach Sand Replacement
- ◆ Underwater Diving Inspections
- ◆ Underwater Ship Husbandry & Construction
- ◆ Seismic Retrofit Analysis of Marina and Beach Facilities, including Bridges
- ◆ Site Development Civil Engineering
- ◆ Public Works Engineering & Infrastructure Analysis
- ◆ Hydraulic/Hydrologic Floodplain & Water Quality Studies
- ◆ SUSMP and SWPPP Documentation
- ◆ Transportation Planning and Engineering
- ◆ Traffic and Parking Analysis and Design
- ◆ Environmental Engineering and Planning





- ◆ Biological Assessments and Endangered Species Special Studies
- ◆ Wetlands Restoration, Riparian Habitats and BioEngineering
- ◆ Land and Underwater Hydrographic Surveys
- ◆ Beach Infrastructure Design of Revetments, Groins, Jetties, Piers & Breakwaters
- ◆ Storm, Sewer, Detention, and Surface Runoff Facilities
- ◆ Feasibility Studies
- ◆ Expert Witness Testimony to Support Los Angeles County
- ◆ Professional Presentations/Technical Support to Various Commissions/Agencies Including the Beach Commission, small Craft Harbor commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and Other bodies.

As you can see, the DEA team is fully equipped to support the County with Harbor Engineering services, whether it may be parking lot rehabilitation and beautification project, an ADA compliance study throughout Marina Del Rey, structural inspection report for underwater marina structures, breakwater design and construction management, hydrographic surveys along the entire coastline or an Environmental Impact Report. DEA is prepared to provide the expertise you need, when you need it. With over 1200 professionals as part of our DEA team advantage, the County can depend on quick responses, unlimited resources, and quick resolutions to any challenge that may arise.

Another part of the DEA team advantage is DEA's vast experience with Los Angeles County on a variety of projects. DEA is very familiar with County standards and processes and personnel, so we will be working for you effectively and efficiently from the kick-off meeting forward. DEA engineers and CAD technicians have been working with the County for over 20 years, so the Department can take advantage of selecting a team who knows the County's standards and methodologies very well.

DEA recently completed the design for the Marina Beach Storm Drain and Water Circulation project through our current on-call contract with the Department of Beaches and Harbors. We take great pride in our County of Los Angeles engineering experience. Our engineers and landscape architects recently prepared plans for the Los Angeles County Headquarter's Parking Lot in Alhambra as a stormwater demonstration project to display as an example of effective water quality mitigation methods and environmentally-friendly landscaping techniques.

In addition, DEA engineers are also completing the design of the Marina Del Rey Master Plan waterline (Phase II and III) which runs approximately 5 miles from the end of Bora Bora Way on the west side to the tie-in near the Coast Guard station on the east side. DEA engineers and environmental planners have been working closely with the Waterworks Division in Marina Del Rey for the past 7 years and coordinating efforts through the Design Control Board, Department of Beaches and Harbors and the Design Division. As a result, DEA engineers are very familiar with the specific design requirements for this particular area and understand that the marina vicinity can provide a sensitive location for any proposed project.

DEA environmental planners have also completed an in-depth Cultural Resources Assessment of the area and analyzed several of the vital site features within the Marina Del Rey vicinity already so our knowledge of the entire marina area is broad, even to the detail of noting a historic Indian burial ground site along Admiralty Way near Mindanao Way. Furthermore, DEA environmental planners have also been providing environmental work for Dan Blocker Beach in coordination with the Department of Beaches and Harbors, so we are intimately familiar with staff, the location and design preferences for the area. In addition, DEA's hydrographic surveying group provided off-shore coastal surveys within the Los Angeles region with our survey boat docked in Marina



Del Rey and Ventura. So, we are very familiar with the area, well prepared for more projects and have the expertise necessary to face the many challenges of this Harbor Engineering project.

The DEA team advantage continues with the majority of our team members based here locally within the Los Angeles region and prepared to work together seamlessly to support the County. The team understands the variety of civil/coastal engineering challenges that may be assigned as part of this project, and we are excited to continue to bring our vast experience to each project under this contract. With hundreds of years of coastal engineering expertise on the team, combined with our knowledge of the County, local marina experience, and broad backbone of professionals, DEA's team is looking forward to continuing to work with your team and take on the next assignment.

PROJECT APPROACH

DEA fully recognizes the County's concerns' for high-quality work, timely performance, and adequate communication when requesting consultant services. Each project conducted by DEA is managed and staffed by a project team carefully assembled to meet the specific needs of each project. Based on the nature and size of the project assignments, members of the team are selected on the basis of their relative experience, expertise, assigned workload, and managerial and technical abilities.

We have again assembled a highly qualified and experienced project team, which we believe will best serve your coastal site-specific needs, from the simple to highly complex tasks. The structure of our proposed project team is straightforward and focuses on the project manager to provide a single point-of-contact for the client. This will provide the effective communication for the project manager as he will program, coordinate, and monitor the effort of the project team and oversee the conformance with your specific requirements as well as the technical accuracy and timely completion of the project. For this contract, as was provided to you over the last 5 years, Mr. Jeffrey K. Rupp, P.E. will be your project manager and point of contract. Mr. Rupp brings more than 23 years engineering experience to this contact and a similar amount of years in working with the County on various projects.

We regard the Los Angeles County Department of Beaches and Harbors as an important client and our aim is to provide exemplary service. Our team has the resources and depth of experienced marine professionals to initiate new tasks with short notice. We can therefore develop scope of work, schedule and cost breakdown within a very short timeframe to perform services required by the County of Los Angeles Department of Beaches and Harbors.

The DEA team has many professionals who provide expert witness testimony, prepare technical presentations and direct public hearings as part of our projects on a regular basis. DEA understands that the Department of Beaches and Harbors may require additional representation before the Design Control Board, Beach and California Coastal Commission and other bodies and we can provide the specific professional and expertise needed to address each unique issue. With our broad professional staff covering almost every field of study, the DEA team is well equipped to provide this necessary support to the County.

With several of the potential scope items emphasizing civil and structural engineering of marine facilities, the DEA Team is ready to support that emphasis. Our approach to facing the complex marine structural challenges for this project is to provide the best structural engineers in the coastal field, **Ben C. Gerwick, Inc.**, to ensure each detail is technically accurate and each issue is addressed.

Whether the subject is ocean floor soils, ADA accessibility of docks, underwater diving inspection, endangered species, bioengineering, wetlands restoration, hydrographic surveying, landscape architecture, storm water quality the DEA team is ready to provide harbor engineering services to your various assignments.



QUALITY CONTROL PLAN

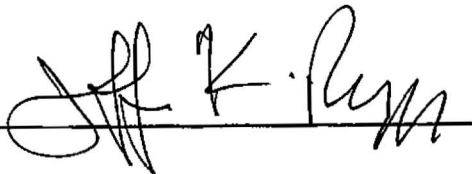
Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

See attached QA/QC Program and Plan

Signature: _____

A handwritten signature in black ink, appearing to read "J. K. Lynn", is written over a horizontal line. The signature is stylized and cursive.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

To provide our clients with strong project scope, budget, and schedule control, DEA has implemented a firm-wide program of Total Quality Management. DEA's management team has committed their support to quality management efforts in each office and within each discipline. The project quality assurance manager, Rob Bathke, P.E., a member of the project team, identifies quality management issues, develops recommendations and implements solutions.

As project manager, Jeffrey K. Rupp, P.E. will be responsible for overseeing that the most appropriate personnel and resources are available to complete work tasks for this project. He will make sure that work products are completed to an established level of quality and that key members of the DEA team meet with the County of Los Angeles, Department of Beaches and Harbors' staff at regular intervals, depending upon the project requirements. At each of these meetings, the team leader will discuss the project's status, raise and resolve technical issues, and review work tasks for the next work period. Our project manager along with our project leaders and engineers will coordinate on the day-to-day responsibility for developing and maintaining project schedules and overseeing that work products are completed on time and on budget.

All final products go through an in-house peer review process that follows a checklist format, considering all aspects of the project, as well as technical accuracy, presentation and graphics. A senior project manager who is not otherwise assigned to the project completes the review. This provides a cross-check that our standards of quality are applied uniformly to all projects.

DEA has established internal procedures and policies to control cost on our projects as well. Our management information system (MIS) is a fully integrated, online project management and financial reporting system that allows our project managers to review project cost information on a daily, weekly or monthly basis. Report frequency is determined by the project and client needs. The financial reporting system used by DEA is Solomon VI for Windows, a SQL-based, client-server software program that has been built with industry-standard tools (MS Visual Basic, Seagate Crystal Reports, and FRx for Windows) and provides DEA with a flexible and comprehensive project/accounting information system.

Each project is assigned a project number as soon as the contract is signed. Tasks within each project are assigned labor function and expense codes. Each project team member records his or her time based on the project number and the task being performed. Project managers receive project cost reports using these charge codes. Project managers use this information to compare the percent of work completed to the percent of budget expended. The project budget status is shared with each team member at regular team meetings. Clients receive a monthly invoice showing project budget by task, cost per task for the month, cost to date by task for the project, percent of budget expended and percent of work complete. We require the same cost information from our subconsultants, and incorporate their project work and budget status into our reports to the client. At a minimum, the client receives reports of the budget status on a monthly basis throughout the project.

In our experience, the key to maintaining schedules for projects is to set a realistic schedule at the beginning. We must incorporate adequate time for coordination with federal, state and local regulatory agencies, assuring compliance with regulations, codes and policies, as well incorporating adequate time for the physical production of the work products. We use electronic scheduling systems (such as MS Project)



and actively monitor all events to keep all team members informed of project issues, their tasks, and the schedule. These schedules are Critical Path Method schedules, identifying duration, sequence and dependencies for all project tasks, including milestones and final submittal dates.

QUALITY CONTROL PLAN

As mentioned previously, DEA currently has in place a Total Quality Management Program and Office Plan in each of the 26 offices corporate wide. The Engineering Plan Review in place in the DEA Southern California offices is a three-stage process with a quality control checklist (condensed) below.

ENGINEERING PLAN REVIEW

The Quality Control Checklist (QCC) is an implementation strategy that helps achieve the highest quality of DEA construction documents and reports.

The QCC has four parts; one for general items and three for specific items related to civil engineering. Drafters use the QCC as a guide for information needed on a typical set of plans. Designers use it as a guide in assembling and implementing the project design. The main use of the QCC is for the plan review. The QCC user recognizes that each project is unique and to use the QCC accordingly.

Once a plan review is finished, the completed form is returned to the project manager along with the plans. The project manager is responsible for evaluating and resolving noted omissions or conflicts and for assembling and returning the final QCC to the project file.

STAGE I - DESIGN INFORMATION REVIEW

Purpose. Check the accuracy of the information base and determine whether it is acceptable. Information that looks questionable should not be used until it is verified. The following steps apply to the review of survey data:

- All base survey information (topography, contours, closures, benchmarks, etc.) will be reviewed by an independent survey division member in the office and in the field. The person who prepared the calculations will initial all computer plots transmitted from survey to design and then by the person who checked the calculations, with the date of the check.
- Upon receipt of the survey data, the design team member will review the data for completeness and accuracy, and verify that the calculations have been checked.

STAGE II - FATAL FLAW REVIEW

Purpose. In the early stages of the project, a fatal flaw review will be implemented to identify relevant issues and potential design problems. *This review is intended to be an interactive process between the client manager, project manager, project designer, and the fatal flaw reviewer.* The fatal flaw review must answer the following questions:

- Has sufficient information been collected to resolve design problems (e.g. surveys, existing records, and regulatory requirements)? Do we have sufficient local knowledge?
- Have design alternatives been considered? Discussing ideas at weekly discipline meetings is an excellent way to consider alternatives.
- Is the design sound and workable? Does it fit the existing conditions?



Implementation. In the early stages of the project, the client manager or project manager will establish a fatal flaw review date and designate a fatal flaw reviewer. The fatal flaw reviewer will have extensive experience with the type of project to be reviewed. The fatal flaw reviewer will be someone outside the design team. The reviewer will be kept informed of project progress prior to the fatal flaw review. The fatal flaw review is objective. There are two basic considerations in a fatal flaw review:

- Review the design for functional and dysfunctional elements.
- Review the design for flaws in the design concept, which may be the result of insufficient or erroneous information.

DEA uses a fatal flaw review form. A completed fatal flaw review form will be kept in the project file.

- In the case of a functional design determination, the fatal flaw review form should be noted as such and filed in the project file. The project may then proceed as scheduled.
- In the case of a dysfunctional design determination, the discipline leader, client manager, and project manager will review the fatal flaw determination.
 - If the determination is upheld, the discipline manager should assist the designer in the redesign of the project and establish a schedule for a second review.
 - If the determination is not upheld, the discipline manager will document the review and recommendations on the fatal flaw review form. The form should then be filed in the project file.

STAGE III - PLAN SET AND REPORT REVIEW

Purpose. A "yellow out" review of the plan sheets is the final check before the product leaves the office. Calculations are marked with a yellow pencil to signify that they have been checked and are correct. Actual changes will be made with a red pencil. Comments to the drafter will be made with a green pencil.

- Plan set and report review includes math checks, identifying conflicts with other design or report elements, and constructability checks.
- Plan set and report review will be conducted by someone who has not been directly involved in the design, drafting or authorship.

The "yellow out" copy is filed in the project review file along with the complete and signed Quality Control Checklist.



BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
		LA County Beaches & Harbors	13837 Fiji Way Marina del Rey, CA 90292	Joe Chelser	310.305.9533	Beach water quality, storm drain and water circulator improvement plans
2002	2003	County of LA Dept of Public Works	900 So Fremont, 6th Fl Alhambra, CA 91803	Steven Ross	626.458.4316	Wetland walkway concept report and PS&E for 1,200 ft path
2006	2008	City of Long Beach	2760 No Studebaker Rd Long Beach, CA 90815	Sharon Gates	562.570.3124	Surveying, plan development and 35% construction docs for stream restoration
2002	2003	County of LA Dept of Public Works	900 So Fremont, 11th Fl Alhambra, CA 91803	Denise Noble	626.458.4344	Alternatives analyses Las Virgenes Creek restoration
2003	2005	City of Vancouver	210 E 13th Vancouver, WA 98668	Pat McDonnell	360.735.8873	Landscape architecture, recreation facilities
		See attached document				

2. How many full-time workers does your firm employ?

1106

3. Attach an organizational chart or describe the organization of your firm: See attached documentation

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements


Confidential financial statements provided in sealed envelope

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Bills Blueprint	2920 Rockefeller Ave. Everett, WA 98201	Vendor		425.259.0859
Boise Cascade Office Products	P.O. Box 44526 San Francisco, CA 94144	Vendor		503.286.8800
Consolidated Reprographics	P.O. Box 513865 Los Angeles, CA 90051-3865	Vendor		949.588.3839
Riverside Blueprint	P.O. Box 108 Riverside, CA 92502	Vendor		919.686.0530

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract. Attached

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: 

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer David Evans and Associates, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Jeffrey K. Rupp

Name

Signature

Vice President

Title

April 1, 2008

Date

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: David Evans and Associates, Inc.

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 1,104

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	2	1	2	0	4	2
Hispanic/Latino	4	2	11	2	43	18
Asian or Pacific Islander	9	3	5	4	28	17
American Indian	0	0	1	1	5	3
Filipino	0	0	0	0	0	0
White	204	54	55	21	381	222

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	.08 %	.84 %	3.06 %	0 %	0 %	91.43 %
Women	.06 %	.07 %	.07 %	0 %	0 %	5.38 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Jeffrey K. Rupp</u>	Authorized Signature 	Title <u>Vice President</u>	Date <u>April 1, 2008</u>
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: David Evans and Associates, Inc.		
Company Address: 4200 Concoors, Suite 200		
City: Ontario	State: CA	Zip Code: 91764
Telephone Number: 919.481.5750		
Solicitation For (Type of Services): Harbor Engineering and Surveying Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

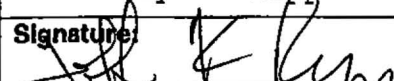
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jeffrey K. Rupp	Title: Vice President
Signature: 	Date: April 1, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

David Evans and Associates, Inc.

Company Name

4200 Concours, Suite 200 Ontario CA 91764

Address

93-0661195

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

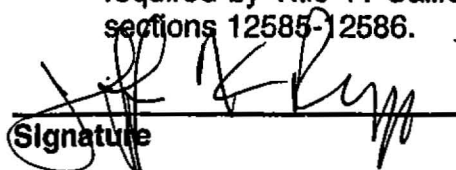
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

April 1, 2008

Date

Jeffrey K. Rupp Vice President

Name and Title of Signer (please print)