"To enrich lives through effective and caring service"

Caring for Your Coast

Beaches & Harbors

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

August 18, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AMENDMENT TO CONTRACTS 74553, 74554, 74555, AND 74556 FOR HARBOR ENGINEERING CONSULTANT SERVICES (THIRD AND FOURTH DISTRICTS – 3 Votes)

JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICE THAT YOUR BOARD:

1. Approve of and instruct the Chair to sign the attached amendments to Contracts 74553, 74554, 74555 and 74556 with Concept Marine Associates, Inc (CMA), David Evans and Associates, Inc (DEA), Han-Pardon Associates (HPA), and Noble Consultants, Inc. (Noble), for Harbor Engineering consulting services to include as-needed design, engineering, and environmental services for an annual not to exceed fee of $3,100,000 for storm related capital projects only; and

2. Find that the proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Department of Beaches and Harbors (DBH) to commence and complete design activities for various capital projects identified to repair damage caused by the 2005 Winter Storms, including damage that presents public safety concerns. The proposed scope of work includes design for repairing

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maintenance roads and public access ways at various beach locations, reinforcing eroded bluffs that pose a significant public safety risk, and re-nourishing various beaches to pre-storm levels, among other improvements totaling $18.9 million (see Attachment A), of which $3.1 million is earmarked to fund design activities.

On July 29, 2003, your Board approved the award of four three-year contracts, plus two one-year extension options, for as-needed harbor engineering consultant services, at an aggregate annual County cost not to exceed $200,000, subject to annual increases of up to 20% at the discretion of the Director of the Department of Beaches and Harbors. However, in order to address the emergent need for repair of the storm-related damage, we are recommending that the aggregate contract amount be increased by $3.1 million to commence design activities for repairs at various beach locations from Malibu to Torrance. The additional contract amount will solely be used on designing projects repairing storm damage and will not be eligible for use on other Marina or beach projects not related to the storms. The other terms and conditions of the original contracts will remain unchanged. A status report on the design portion of the storm damage repairs will be provided to your Board on a quarterly basis beginning December 1, 2005.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility by utilizing existing specialized consulting services already familiar with the Department's properties to design the various storm repair projects.

FISCAL IMPACT/FINANCING

The Chief Administrative Office (CAO) is in the process of securing Federal Emergency Management Agency (FEMA) and State Office of Emergency Services (OES) revenues to defray a portion of the storm related costs, totaling $18.9 million. Sufficient appropriation in the amount of $8.6 million, funded by net County cost savings, has been included in the FY 2005-06 Capital Projects/Refurbishment and Extraordinary Maintenance budgets to pay for FEMA/OES ineligible projects, County overhead costs, and the proposed design services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to CEQA, as the proposed action to increase the aggregate amount for harbor engineering services does not meet the definition of a "project" according to Sections 15378 (b)(4) and 15378 (b)(5) of the CEQA Guidelines. The proposed action is an administrative activity of a government body that will not result in direct or indirect physical changes to the environment. Further, the proposed action to increase the funding for the contract services does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. To the extent an environmental finding is required for any project, Board approval will be obtained prior to initiating construction activities.

CONTRACTING PROCESS

Contracts 74553, 74554, 74555, and 74556 were approved by the Board on July 29, 2003 for harbor engineering consulting services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Department to utilize specialized expertise necessary to design the storm repair projects.

CONCLUSION

Please return one adopted copy of this letter to the Chief Administrative Office, Capital Projects Division and the Department of Beaches and Harbors.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

STAN WISNIEWSKI
Director, Beaches and Harbors

DEJ:JSE
DJT:hc

c: Violet Varona-Lukens, Executive Officer
County Counsel

BEACHES AND HARBORS STORM DAMAGE PROJECTS

SD	C.P. No.	Project Name	Total Project Cost	Design Phase Cost	Construction Phase Cost
		POTENTIALLY ELIGIBLE FEMA PROJECTS			
3		Nicholas Canyon Beach Upper Slope Repair	$ 122,940	$ 9,800	$ 113,140
3		Nicholas Canyon Lower Embankment Repair	3,108,800	696,000	2,412,800
3		Malibu/Surfrider Concrete Pad	15,320	2,532	12,788
4		Redondo/Sapphire Storm Drain	16,760	3,273	13,487
3		Point Dume Parking Lot	27,877	4,877	23,000
3		Topanga Beach Bluff	1,309,155	185,696	1,123,459
4		Redondo Beach Upper Walkway	104,500	15,000	89,500
3		Zuma Beach Access Road & Public Entrance	428,501	43,356	385,145
3		Beach Sandbagging/Debris Removal	39,000	-	39,000
4		Redondo Beach Sand Loss	6,277,152	973,213	5,303,939
3		Zuma Beach Restroom Roof Tile	5,000	-	5,000
4		Dockweiler Beach Erosion	366,800	56,000	310,800
3		Mother's Beach Erosion	104,800	16,000	88,800
4		Torrance Beach Erosion	366,800	56,000	310,800
4		Torrance Beach Storm Drain	12,400	8,000	4,400
3		Venice Beach Erosion	366,800	56,000	310,800
		SUBTOTAL	$ 12,672,605	$ 2,125,747	$ 10,546,858
		NON-FEMA PROJECTS			
3	86807	RFURB-Malibu Tank & Rebar Removal	$ 417,548	$ 32,000	$ 385,548
3	86808	RFURB-Moonshadows Accessway	468,000	32,000	436,000
3	86809	RFURB-Dan Blocker Beach Erosion	838,400	100,800	737,600
3	86810	RFURB-Malibu Beach Erosion	786,000	94,500	691,500
3	86811	RFURB-Point Dume Beach Erosion	838,400	100,800	737,600
3	86812	RFURB-Topanga Beach Erosion	838,400	100,800	737,600
3	86813	RFURB-Zuma Beach Erosion	786,000	94,500	691,500
3		Broad Beach Accessway	309,390	161,301	148,089
3		Malibu Accessway -25118 Malibu Rd.	397,177	182,257	214,920
3		Malibu Accessway - 22670 PCH	4,096	320	3,776
3		Malibu Accessway - 24604 Malibu Rd.	61,440	4,800	56,640
3		Malibu Accessway - 22434 Malibu Rd.	2,048	160	1,888
3		Malibu Accessway - 24714 Malibu Rd.	162,900	13,000	149,900
3		Malibu Accessway - 27150 PCH	266,400	28,000	238,400
3		Zuma Arizona Crossing	52,351	9,878	42,473
		SUBTOTAL	$ 6,228,550	$ 955,116	$ 5,273,434
		TOTAL STORM DAMAGE	**$ 18,901,155**	**$ 3,080,863**	**$ 15,820,292**

AMENDMENT 1 TO CONTRACT NO. 74553

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2005.

WHEREAS, Contract No. 74553 was entered into between the County of Los Angeles and Concept Marine Associates, Inc. ("Contractor") on July 29, 2003, to provide harbor engineer services in Marina del Rey and at County owned or operated beaches (the "Contract"); and

WHEREAS, various projects have been identified to repair damage caused by the 2005 Winter Storms; and

WHEREAS, repairing the storm damage will address public safety concerns; and

WHEREAS, the proposed scope of work includes design for repairing maintenance roads and public access ways at various beach locations, reinforcing eroded bluffs that pose a significant public safety risk, and re-nourishing various beaches to pre-storm levels, among other improvements; and

WHEREAS, the as-needed design services will be funded with revenues from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets; and

WHEREAS, in light of the above, it is the desire of the parties to increase the Contract sum by this Amendment to reflect designs for repair projects, which will be done at the direction of the Director pursuant to the existing provisions of the Contract.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract shall be amended as follows:

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 capital projects, the County may at its discretion expend not to exceed $3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets.

The maximum contract sum shall be $3,340,000 including the original contract amount of $200,000 and the 20% contingency available at the discretion of the Director of Beaches and Harbors.

2. All other terms and conditions contained in said Contract shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Amendment to be subscribed by the Chair of such Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year hereinabove first written.

Concept Marine Associates, Inc.

By: _____

Gordon R. Fulton, President

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona - Lukens
Executive Officer-Clerk of
the Board of Supervisors

By:_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
CONCEPT MARINE ASSOCIATES, INC.

74558

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
CONCEPT MARINE 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 Concept Marine Associates, Inc., a California corporation (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, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the date of approval by the Board of Supervisors.

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 12, 2003.

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 June 8, 2003 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 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.

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 hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 work.

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 breech 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 Contract'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 RESPONSIBILITY AND DEBARMENT

3.32.1 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.

3.32.2 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 not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 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.

3.32.4 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.

3.32.5 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 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.

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

3.33 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).

3.34 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.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 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.

3.35.2.2 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.

3.35.2.3 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.

3.35.2.4 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.

3.36 SAFELY SURRENDERED BABY LAW. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information 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 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.

Concept Marine Associates, Inc.

By_____
Gordon R. Fulton, President

By_____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JUL 29 2003

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

FORM P-1

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM

Proposer: Name: Concept Marine Associates, Inc. (CMA)

Address: 6700 E. Pacific Coast Highway Suite 201

Long Beach, CA 90803

Phone 562-594-6974 Fax: 562-594-6975

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.

The rate(s) for services shall be:

Job Title:	**Hourly Rate:**
(please see attaached rate sheet)	_____ 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: CA Principal place of business: Oakland

Authorized agent for service of process in California:

Gordon R. Fulton (Name) 1853 Embarcadero Oakland, CA 94606 (Address) 510-533-7600 (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:

Gordon R. Fulton, President 510-533-7600 (Name, Title, Phone)

Kenneth A. Johnson, PE, Vice President 510-533-7600 (Name, Title, Phone)

Dated: _____ Proposer's signature: _____

Gordon R. Fulton, President 510-533-7600 (Name, Title, Phone)

Rate Sheet

Concept Marine Associates, Inc.

FEE SCHEDULE

(Effective April 1, 2003)

Professional and Technical Personnel Classifications

Principal Project Manager	$170.00
Principal Engineer	$155.00
Senior Project Manager	$145.00
Area Construction Manager	$130.00
Senior Construction Manager	$125.00
Project Manager / Senior Engineer	$115.00
Construction Manager / Resident Engineer	$96.00
Project Engineer	$90.00
Cost Estimator	$90.00
Senior Planner / Permit Specialist	$90.00
Senior CADD Drafter	$88.00
Staff Engineer	$82.00
Webmaster	$80.00
CADD Operator / Drafter	$77.00
Asst. Construction Manager	$75.00
Field Engineer	$55.00
Inspector	$62.00 - $105.00
Clerical / Document Control	$40 - $58.00

Other Services

Consultants, Special Equipment, Reproduction, Materials, and Other Outside Charges:	COST + 10%
Vehicle Transportation:	$0.36 per mile

EXCEPTIONS AND GENERAL INFORMATION

1. Billing will occur on a monthly basis.

2. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.

3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges, and subconsultants will be invoiced at cost plus 10% for handling.

4. This proposal is valid for sixty (60) days from submittal.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
		(please see attached sheet)	

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Gordon R. Fulton

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Magdy A. Francis, PE	M. A. Fancis & Assoc.	subconsultant, electrical	& mechanical engineering		949-263-6640
				2111 Business Center Dr. Ste 220; Irvine, CA 92612	

Name	Job Title	Relationship to Proposer	Responsibilities
Gordon R. Fulton,	Principal-in-Charge	employee	Executive Oversight
Kenneth A. Johnson, PE,	Principal Engineer	employee	Oversight of Engineering Activities, Engineering Evaluations
Steven A. Schmucker,	Area Construction Manager	employee	Resource Allocation, Construction Management
W.S. Mills,	Senior Construction Manager	employee	Reviewing Engineering documents, inspection marine facitlites
Avery J. Miller, PE,	Senior Structural Engineer	employee	Preparing structural engineering drawings, design
Gregory P. Mailho,	Senior Civil Engineer	employee	Preparing civil engineering drawings, design
Gregory S. Reid, PE,	Senior Coastal Engineer	employee	Preparing coastal engineering drawings, design
Gilbert Conn,	Senior Planner/Permit Specialist	employee	Planning, Permitting
Thomas J. Joyner,	Assistant Construction Manager	employee	Preparation of reports, site inspection

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Kenneth A. Johnson	PE Civil Engineering	#20039
Gregory S. Reid	PE Civil Engineering	#62553
Avery J. Miller	PE Structural/Civil Engineering	#2041/20577
Chris Taylor	PE Civil Engineering	#64812

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: _____

P-2 Staff Resumes

Gordon R. Fulton, Principal-in-Charge

Mr. Fulton's professional career spans 25 years of executive level construction experience. From 1976 until he founded CMA Associates, Inc., in 1981, he had executive level responsibilities with two marina construction firms, first as Vice President of Operations for Omnifloat Inc., followed by serving as Vice President and General Manager of Bellingham Marine Industries, Inc. (California). He has managed well over one hundred marine, civil/structural, and architectural projects. In 1981 Mr. Fulton founded CMA to provide construction management and project management services on waterfront, coastal, port, and recreational projects. Since then he has been the Principal-in-Charge of the completion of several large, pier/wharf, marina and park projects. His responsibilities include overall corporate management, special studies, and supervision of selected program and project management operations. Mr. Fulton is extremely knowledgeable about the construction management process and brings his expertise to each CMA endeavor. His construction management specialization includes dealing with public procurement and low bid contractors, design review, value engineering, constructibility review, dispute resolution, and claim analysis.

Mr. Fulton has delivered papers and spoken to a variety of groups about construction management and project management, including the University of California at Berkeley, World Marina Conference, Marina Asia '92 Conference, and many professional organizations. In 1993, the Huntington Beach Pier Project, for which he was the firm's Project Principal, was awarded Project of the Year by the Southern California Chapter of the American Society of Civil Engineers. During his tenure as the Principal-In-Charge and Program Manager of the Marina del Rey Seawall Restoration Project, the project was awarded the Productivity and Investment Award by the Los Angeles County Board of Supervisors, and Project of the Year in 2001 for the International Concrete Restoration Institute.

Under his direction, CMA has completed more than 200 parks, infrastructure and marine projects. Mr. Fulton's project involvement as Principal-In-Charge or Project Sponsor in recent years includes:

- Serving as the Harbor Consultant for Marina del Rey from 1988 to the present
- Huntington Beach Pier Plaza Improvements, Huntington Beach, California
- Berth 55/56, Port of Oakland, Oakland, California
- Marina del Rey Seawall Structural Rehabilitation, Los Angeles, California
- Pathfinder Regional County Park, Los Angeles, California
- Redondo Beach Pier Reconstruction, Redondo Beach, California
- Bair Island Steel Sheet Pile Wall, Redwood City, California
- Cabo San Lucas Marina, Cabo San Lucas, Mexico
- Hermosa Beach Pier Restoration, Hermosa Beach, California
- California Yacht Club Marina, Marina del Rey, California
- Huntington Beach Pier and Pier Plaza, Huntington Beach, California
- Pier G Dredging Project, Port of Long Beach, California
- Vallejo Marina Expansion, Vallejo, California

Education
B. A., 1967, Political Science, Lewis & Clark, Portland, Oregon
M. A., 1969, Business & Economics, University of Pennsylvania

Licenses
California Contractor's License Class A & B

Affiliations

Construction Management Association of America, founding member
California Marine Affairs and Navigation Conference, Director
Shore and Beach Preservation Society
California Association of Port Captains and Harbor Masters
California Marine Parks & Harbors Association, President Emeritus
California Coastal Coalition, founding member
Marina Recreation Association

Kenneth A. Johnson, PE, Principal Engineer

Mr. Johnson has more than 35 years of civil and structural engineering experience, including six years with the CalTrans Structures Division. His experience ranges from marinas to bridge structures to site utilities and roadways, to architectural engineering. Prior to joining CMA in 1993, he owned his own consulting engineering firm specializing in design and construction management of waterfront projects. Over the span of his career, Mr. Johnson designed more than twenty major marinas, nineteen launch ramp projects, and numerous piers and public recreational facilities, including:

- Bair Island Marina, Redwood City, CA
- Vallejo Marina, Vallejo, CA
- Pittsburg Marina, Pittsburg, CA
- National City Marina Feasibility Study, San Diego, CA
- Oceanside Marina, Oceanside, CA
- Berkeley Marina, Berkeley, CA
- Santa Cruz Harbor Engineer, Santa Cruz, CA
- Hyde Street Harbor, San Francisco, CA
- Bay Point Planning, Bay Point, CA
- Stockton Marina Waterfront Design, Stockton, CA
- Folsom Lake Resource Plan, Folsom Lake, CA
- Jack London Square Waterfront, Feasibility Study, Oakland, CA
- Moss Landing North Harbor Public Access, Moss Landing, CA
- Pillar Point Public Access Trails - San Mateo County Harbor District, CA
- Antioch Marina Park for the City of Antioch, CA
- California Yacht Club Rehabilitation, Marina del Rey, CA
- Ko Olina Marina Design, Oahu, Hawaii
- Benicia Marina and public access, Benicia, CA

Education
1965, B.S., Civil Engineering, Northeastern University, Boston, Massachusetts

Registration
Registered Professional Civil Engineer, California No. 20039

Affiliations
American Society of Civil Engineers
Construction Specifications Institute
California Marine Parks & Harbors Association, President
California Marine Affairs and Navigation Conference
Western Dredging Association
California Port Captains and Harbor Masters Association

Steven A. Schmucker, Area Construction Manager

Mr. Schmucker has more than 20 years of experience in project management focused on both public works and commercial construction projects. During those years, he has managed over fifteen major construction projects including complex rehabilitation projects, such as the $23M multi-phase Marina del Rey Seawall Restoration and Cerritos Lake. Mr. Schmucker has a "hands-on" management style that allows him to communicate effectively across every level in the construction environment. His construction management experience ranges from complete construction monitoring to quality assurance and control. Mr. Schmucker has an impressive record with CMA with all projects coming in on time, within budget and without claims.

Over the three-year construction duration of the Marina del Rey seawall restoration, Mr. Schmucker held weekly meetings with user groups, monitored a dedicated hotline and posted regular information on-site. Due to these efforts, no complaints ever rose to the level of the Director or Board of Supervisors. His public outreach and leadership has also been key during a three-year, multi-project $35 Million program with the City of Huntington Beach. In a recent letter, Eric Charlonne, Contract Administrator at the City of Huntington Beach, wrote that Mr. Schmucker's service "has been, without question, of paramount important in bringing the projects in under budget and on time."

At CMA, Mr. Schmucker has served as a full-time On-Site Construction Manager for large, multifaceted projects and at other times managed multiple projects at once as an Area Manager. In that capacity, he oversaw the activities of up to four senior construction managers plus a staff of 12. Past responsibilities included monitoring construction activities at project sites, performing constructibility reviews; facilitating meetings with owners, user groups, architects, consultants and general contractors; tracking, documenting and reporting project activities; and inspection. Specific project experience with CMA includes:

- Marina del Rey Seawall Restoration, Marina del Rey, CA
- Huntington Beach Pier Plaza, Huntington Beach, CA
- Hermosa Beach Pier, Hermosa Beach, CA
- Cerritos Lake Rehabilitation, Cerritos, CA
- Dockweiler Beach Concession Facility, Los Angeles, CA
- Central Park, Huntington Beach, CA
- Hermosa Beach City Hall Renovations, Hermosa Beach, CA
- Huntington Beach Maintenance Facility, Huntington Beach, CA
- Huntington Beach South Beach, Huntington Beach, CA
- Roland E. Bigonger Park, Yorba Linda, CA

Education

B. A., Psychology Candidate, Colorado State University, Fort Collins, Colorado
Graduate of American Concrete Institute, Denver, Colorado

W.S. Mills, Senior Construction Manager

Warren Mills has more than 25 years of construction management and quality assurance experience on engineering projects. During his tenure with the U.S. Army Corps of Engineers from 1974 to 1979, he inspected and coordinated all phases of construction, including mechanical, electrical, civil and structural work. His responsibilities included plan constructibility reviews, shop drawing reviews, cost estimating, construction inspection and contract administration.

From 1980 until he joined CMA in 1987, he was the engineering manager for Bellingham Marine Industries, Inc., a construction and precast concrete firm specializing in marine applications. He wrote technical and performance specifications, and implemented a company-wide quality control program, overseeing manufacturing of all products.

Presiding over CMA's Quality Assurance and Project Safety programs, Mr. Mills brings an intimate knowledge of the entire marina manufacturing and installation process to bear. He provides quality audits both on-site and at component manufacturing facilities, and designs the training and internal certification programs for CMA inspectors.

Mr. Mills has had overall responsibility for construction management activities on many of CMA projects, including marinas, parks and recreation projects. Since joining CMA, Mills has also provided construction management services as an On-site Construction Manager and Area Manager on more than $40 million worth of projects, providing technical and administrative oversight. His relevant experience as includes:

- Bair Island Marina, Redwood City, CA
- Dana Point Marina, Dana Point, CA
- Cabo San Lucas Marina, Cabo San Lucas, Mexico
- Vallejo Marina, Vallejo, CA
- Antioch Marina, Antioch, CA
- Sun Road Marina, San Diego, CA
- Ko'Olina Marina, Oahu, HI
- California Yacht Club Rehabilitation, Marina del Rey, CA
- Will Rogers / Zuma Beach Maintenance Facilities, Los Angeles, CA
- White Point County Beach Bluff Park Restrooms, San Pedro, CA
- County of Los Angeles Department of Parks & Recreation Projects (6), CA
- Redondo Beach Pier, Redondo Beach, CA
- Venice Beach Pier, Venice, CA

Education
1968, AA, Mechanical Design
U.S. Army Corps of Engineers Certificates for Special Inspection in Concrete Inspection & Testing, Construction Safety, Paint Inspection, Asphalt Inspection, Electrical Inspection, Power Generation

Avery J. Miller, PE, Senior Structural Engineer

Mr. Miller has 29 years of professional experience in structural engineering. Some of his noteworthy past projects include the replacement of the suspender ropes on the Golden Gate Bridge, the installation of Platform Esther, construction of the Fremont Bridge in Portland, Oregon, construction of the Skycatch A-Frame at Hunter's Point in San Francisco, California, and construction of the NASA Wind Tunnel Non-Return Leg at Moffett Field in Sunnyvale, California.

Prior to working for CMA, Mr. Miller was employed by Earl & Wright Consulting Engineers for over sixteen years. His experience included the design of bridges, building foundations, and seismic retrofits.

Mr. Miller's experience includes providing structural engineering services on the following current and past projects:

- Will Rogers Maintenance Facility Expansion, Los Angeles, California
- Huntington Beach Pier Plaza Improvements, Huntington Bch, California
- Zuma County Beach Maintenance Facility, Los Angeles, California
- Pier 38 Rehabilitation Project, San Francisco, California
- Bair Island Seawall, Redwood City, California
- Marina del Rey Seawall Restoration, Los Angeles, California
- Johnson Pier Rehabilitation, Pillar Point, California
- Bridge Widening Benicia Martinez, Martinez, California
- Richardson Bay Bridge Seismic Retrofit, Mill Valley, California

Education
B.S., 1966, Civil Engineering, UC Berkeley
M.S., 1967, Structural Engineering, UC Berkeley

Registration
Registered Structural Engineer, 1972, California No. 2041
Registered Civil Engineer, 1969, California No. 20577

Gregory P. Mailho, Senior Civil Engineer

Mr. Mailho has over 30 years of civil engineering related experience with the City of San Leandro and CMA. His experience in all aspects of municipal engineering includes engineering and architectural planning, budgeting and design, project management, and construction management. Projects include roadways, parking lots, parks, golf courses, marina facilities, landscaping, salt marsh wetland restoration, riparian creek restoration, dredging, landfill related work, tidal control structures, levees, revetment, municipal buildings (Civic Center, Libraries, Fire Stations, Maintenance Facilities, Golf Course Structures, Marina Facilities) renovation, construction and demolition.

Mr. Mailho has extensive experience with projects that include public access, public works projects, public buildings, municipal parks, roadways, parking lots and related facilities. The Port of Oakland Third Curbside project included a pavement study for initial and life-cycle costs for the pavement work. Mr. Mailho also has extensive experience with sensitive and complex projects that include various public and regulatory agencies, environmentally sensitive issues, accessibility issues, and related facility operational challenges. Projects also include several dredging projects, dredged material management including the oversight and project management of the reconfiguration of the San Leandro 100-acre Dredged Material Management Site. Key projects in Mr. Mailho's career include:

- San Leandro Shoreline Marshlands Enhancement: 172-acre was salt marsh habitat restoration and management (planning, oversight and project management)
- San Leandro Bay Trail design and project management
- San Leandro Marina Facilities Replacement Project: 450-berths, piers and docks

Mr. Mailho has been involved in several projects at CMA, including:

- Port of Oakland, On-Call, Third Curbside Improvements Oakland Airport, Oakland, CA
- Isidore B. Dockweiler State Beach Public Access, County of Los Angeles, CA
- Will Rogers Coastline Public Access, Santa Monica, CA
- Santa Cruz Dry Boat Storage (parking) and related commercial building site and building coordination, Santa Cruz, CA
- Lake Anderson Facility Improvements (roadway, parking lots, boat launching ramp), Santa Clara County, CA
- Belden's Landing Parking and Launch Ramp, Solano County Regional Parks, CA
- City of Vallejo Marina dredging and breakwater rehabilitation
- City of Vallejo Marina restrooms
- City of Pittsburg Marina dock replacement project
- City of Benicia Boat Launch Ramp and Restroom Facility
- Lake Nacimiento Launch Ramp design and Feasibility Study, Monterey County, CA
- On-Call Engineering Services for public works projects, City of San Leandro, CA
- City of San Leandro Marina Fuel Dock Replacement
- Port of Redwood City boat launch ramp expansion
- Shaver Lake boat ramp and parking lot expansion
- Marina del Rey Cathodic Protection Vault Design, County of Los Angeles, CA
- Santa Cruz County Twin Lakes Waterfront Access Concept Study, Santa Cruz, CA

Education
Coursework in Engineering Major at Chabot College and
University of California Extension

Gregory S. Reid, PE, Senior Coastal Engineer

Mr. Reid specializes in marine civil engineering and has a deep understanding of the effects that coastal and riverine processes have on shorelines, river channels and the associated facilities. He has a strong oceanographic, coastal, hydraulics and environmental background and has performed wave run-up studies for a variety of beaches and shorelines including those done recently at Isidore B. Dockweiler State Beach, Will Rogers State Beach, and Venice Beach.

He has worked on and understands sediment transportation and dredging design. Due to the variety of locations having been analyzed, Mr. Reid has developed the ability to tailor the design of facilities and protective measures to meet the unique needs of the respective locations. His experience with drainage calculations, open channel hydraulics and modeling, provide the ability to assess, accommodate and modify if necessary, the effects of channel dynamics on associated improvements. He also serves as the coastal engineer for the Los Angeles County Department of Beaches & Harbors through CMA's retained services contract. Mr. Reid has provided expertise for the following projects:

- Indefinite Delivery Order, Army Corps of Engineers, Los Angeles District, Coronado Shoreline, San Diego Bay, CA
- Dana Point Marina Condition Survey, Dana Point, CA
- Wave Run-up Study, Dockweiler Beach, Los Angeles, CA
- Wave Run-up Study, Will Rogers Beach, Los Angeles, CA
- Clipper Yacht Harbor Breakwater and Docks Project, Sausalito, CA
- Groin and Slope Protection Repair & Sand Prefill, Santa Monica, CA
- Naples Seawall Engineering Investigation, Long Beach, CA
- Los Vaqueros Reservoir Recreational Facilities, Concord, CA
- Marina Beach Water Infusion Feasibility Study, Marina del Rey, CA
- Marina del Rey Seawall Void Investigation and Repair, CA
- Lake Camanche Master Plan, Amador County, CA
- Westport Sand Beach Nourishment, Los Angeles County, CA

Education
BSCE, 1994, Environmental Engineering, Purdue University
MSCE, 1999, Coastal Engineering/Hydraulics, Purdue University
U.S. Army Corps of Engineers Wetland Delineation Certification Training

Registration
Registered Engineer, State of California, #C62553
Registered Engineer, State of Indiana, #10001101
IDEM Certified Asbestos Inspector, Certification # 190715126

Affiliations
American Society of Civil Engineers, member

Gilbert Conn, Senior Planner/Permit Specialist

Mr. Conn has 25 years of facilities planning, permitting and program administration experience. Before joining CMA in January 1997, he served with the County of Los Angeles for 23 years, first as an Associate Planner for the Los Angeles County Department of Regional Planning when he was responsible for the Environmental Impact Analysis Section. He provided technical assistance for development of the Los Angeles County Local Coastal Plan and county-wide General Plan. He then served as a Planner for the Los Angeles County Department of Beaches & Harbors

Mr. Conn is responsible for obtaining all permits on CMA projects in Northern and Southern California. Recently, in an unprecedented two-week period, he obtained emergency permits from the Coastal Commission, Army Corps of Engineers, Regional Water Quality Control Board, State Lands Commission, and California Department of Fish and Game to remove the Aliso Pier in Laguna Beach, California.

Most recent project work includes:

- City of Vallejo Dredging and Marina Rehabilitation Project, Vallejo, CA
- City of Pittsburg Dredging, Pittsburg, CA
- Ballena Bay Wave Attenuator Replacement and Dredging, Alameda, CA
- Clipper Yacht Harbor Breakwater and Docks Project, Sausalito, CA
- Ballona Lagoon Habitat Restoration: Permits include Corps of Engineers (COE), Regional Water Quality Control Board (RWQCB), Los Angeles County Public Works and Dept. of Beaches and Harbors. Issues: expanded permit to cover larger physical area and project components; disposal of dredged sediments on beach.
- Los Vaqueros Reservoir Recreation Facilities: Permits include COE, RWQCB, and California Department of Fish and Game. Issues: Impacts of recreational facilities on domestic water supply; potential impacts on listed wildlife species.
- Lake Nacimiento Launch Ramp Improvements: Permits include COE, RWQCB, California Department of Fish and Game. Issues: Placement of fill material in County-operated water reservoir; impacts to indigenous trees and wildlife.
- Port San Luis Boatyard Rehabilitation: Permits include RWQCB, San Luis County Planning Dept. Issue: Mitigation required to prevent contaminated runoff to bay. Prepared environmental documentation.
- Oyster Point Maintenance Dredging: Permits include Dredged Material Management Office (consolidated dredge material disposal permit). Issues: Determining acceptable disposal site; Potential interference with Pacific herring spawning season. Prepared environmental documentation.

Education
1967, BA, Urban Geography, Cal State University Long Beach, California
1977, MS, Environmental Studies, Cal State University Dominguez Hills, California

Thomas J. Joyner, Assistant Construction Manager

Since joining CMA, Mr. Joyner has become an important team member, maintaining field operations, setting up control systems and coordinating inspections. He has proved invaluable to the firm as a cost estimation and schedule administrator, working effectively during pre construction phases and on site. Responsibilities included preparing monthly progress reports for clients and user groups, tracking schedule and cost trends, preparing and reviewing cost estimates, and coordination with contractors and deputy inspection. His monthly reports also facilitate the creation of public outreach materials, including project web sites, under the supervision of Steve Schmucker.

Mr. Joyner has served as an Assistant Construction Manager on major construction projects with budgets totaling over $20M where he acted as a troubleshooter, preventing problems relating to constructibility and field work. Prior to his position at CMA, Mr. Joyner worked as a Field Engineer in several internship programs.

Project Experience

- Central Park in Huntington Beach, CA
- Roland E. Bigonger Park Improvements in Yorba Linda, CA
- Huntington Beach South Beach, CA
- Huntington Beach Central Park, CA

Education

Miami University of Oxford, Ohio, B.S., in Manufacturing Engineering

Magdy A. Francis, PE, Principal Electrical and Mechanical Engineer

Magdy Francis has a wealth of experience with more than 27 years in the electrical and mechanical engineering fields. His experience in the consulting engineering field has encompassed a variety of system studies, water treatment plants, desalination plants, co-generation, short circuit and coordination studies, design and analysis projects for industrial, institutional and commercial projects.

Recent project experience includes:

- Disneyland MCC & Substations Upgrade
- City of Compton Water Pump Station, MCC & Control
- City of Seal Beach Pump Station, VFD, MCC and Control
- The Planning & Design of the Electrical Transmission & Distribution of Mokattam City & Sadat City
- Power Distribution Upgrade of the Long Beach Naval Shipyard
- 15kv Power Distribution of the San Diego Naval Station
- 15 KV Power Distribution of the California State University of Long Beach
- McDonnell Douglas electrical system evaluation, site survey, recommendations & cost estimates.
- North East Water Treatment Plant, Cairo
- Agdabia's Desalination Plant, Lybia.
- Rehabilitation and expansion of the Egyptian electrical network and substations, which was funded by USAID.

Education
BS in Electrical and Electronics, Cairo University

Registration
He is a registered professional electrical engineer in California, Arizona and Nevada; and a registered professional mechanical engineer in California.

Affiliations
Magdy Francis is a senior member and the past Chairman of the Institute of Electrical and Electronic Engineers (IEEE), Industry Application Society of Los Angeles and was the past Chairman of the IEEE, Industry Application and Power Engineering Society of Orange County. Currently he is a member of: Illuminating Engineering Society (IES), International Association of Electrical Inspectors (IAEI), National Fire Protection Association (NFPA), Professional Affiliate of American Institute of Architects (AIA) and Association of Energy Engineers (AEE).

P-2 Approach

Form P-2 Section 5 a

CMA will act as the Department's extension of staff. We will supplement the Department's staff with professionals in design, inspection and project/construction management. In seeking to serve the Department, we will maintain close liaison with the Contract Administrator. We will make our staff available on an as-needed basis as required by the Department.

CMA's designated representative is Mr. Gordon Fulton, who will be responsible for the firm's day-to-day activities related to each Work Order, and who will 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. After a work order is authorized, Mr. Fulton will, in turn, assign the work to a responsible CMA staff member for implementation.

However, all Department requests for services will be responded to under the general direction of Principal Gordon Fulton, as shown in Table 1. Within CMA's staff, different individuals will have responsibilities depending on the type of work required by the Department.

The work set forth in the Request for Proposals can be organized into four distinct activity categories: Harbor Engineering, Design, and Project/Construction Management. The following is a general description of the work entailed.

> **Harbor Engineering.** The harbor engineering function is primarily a review and consultation role. Tasks relate to County-leased facilities, waterways and dredging, review of lessee proposals, and planning support. Principal Gordon Fulton will coordinate CMA resources as necessary to promptly respond to the Department's needs and requirements.
>
> **Design.** Design is project oriented, and generally relies on CMA's special engineering experience with harbor and beach structures. This function would also include condition surveys of County owned facilities, preparation of AutoCAD drawings, technical specifications, and calculations. Principal Engineer Kenneth A. Johnson, PE will be responsible for organizing design activities.
>
> **Project and Construction Management.** This function relates to implementation of County projects whether designed by CMA, the County or third parties. We will perform value engineering and constructibility reviews; prepare cost estimates; prepare general conditions specifications; inspect the work; and make recommendations for changes, payment and final acceptance. CMA personnel will operate at the construction site or at our local office. Area Construction Manager Steve Schmucker or Senior Construction Manager W. S. Mills will organize and implement CMA's work for management projects under the direction of Principal Gordon Fulton.

The tasks and responsibilities included in the above-described categories of work are depicted in Table 2.

Los Angeles County Department of Beaches & Harbors

Retained Services for "On-call" Harbor Engineer

TASK ORDER AUTHORIZATION PROCESS

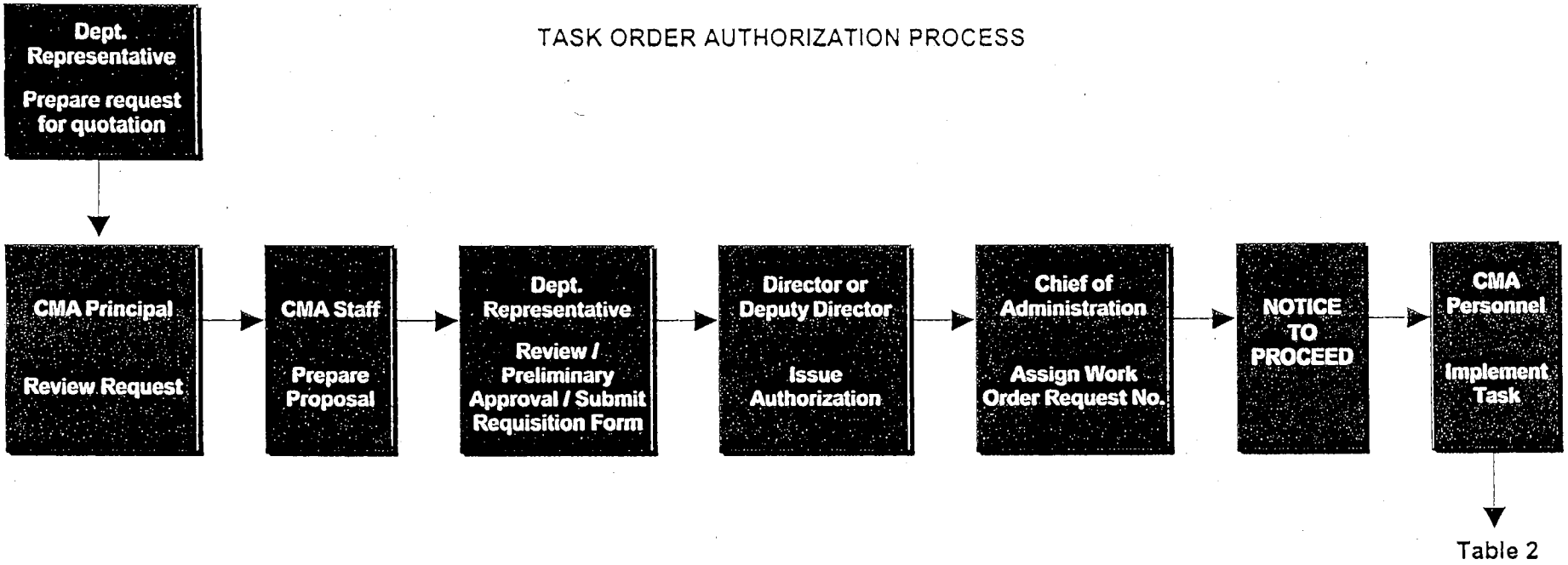


Table 1

Table 2: Tasks and Responsibilities

Implement Task

	DELIVERABLES
HARBOR ENGINEER	
Review Lessee Plans	Design Review Correspondence
Update Marina Specifications	Revised Marina Specifications
Structural Evaluation	Structural Evaluations
Berthing Requirements	Reports
Boat Circulation / Traffic Analysis	Wave Run-up Studies
Advice / Consultation	Beach Structures Evaluations Reports
Commission & Board Support	
DESIGN ENGINEER	
Engineering	Plans: Conceptual, Schematic, Final
Environmental Permitting	Technical Specifications
Jurisdictional Permitting	Calculations
Cost Estimating	Permits (if applicable)
CADD	Reports
PROJECT / CONSTRUCTION MANAGER	
Review of County Plans / Specifications	Cost Estimates
Cost Estimating	Schedules
Scheduling	Construction Meeting Minutes
Contract Administration	Document Control
Inspection	Inspection Reports

Description of Tasks Performed During the Contract

CMA will perform, at a minimum, all the tasks called for in the Department's Request for Proposal. The following is a recapitulation of those tasks, along with a description of how we intend to perform the tasks:

Provide professional engineering services and consultation as required to support the planning, facilities and executive staffs of the Department of Beaches and Harbors. CMA will make available all professional engineering services requested by the Department, including civil, structural, coastal, electrical and mechanical engineering.

Review development proposals, engineering drawings and architectural plans and furnish advice on the feasibility and impact of the proposals. Our Principals and staff will assist the Department with reviewing lessee refurbishment plans, as well as new development proposals. Review will consist of engineering evaluation, cost analysis, functionality, circulation implications, and environmental consequences.

Review plans and specifications for proposed construction and repair. CMA is very familiar with dock systems and other lessee structures. We are also familiar with the Specifications and Minimum Standards of Architectural Treatment and Construction (SAMSATC), having been responsible for revising the latest edition. Based on our technical knowledge and work history, we will provide thorough and prompt review of all plans and specifications proposed for construction and repair. Our review comments will be transcribed and submitted to the Department in an appropriate format for forwarding to the submitting party.

Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches. We will review plans and designs proposed for County facilities in the same pro-active and responsive manner as for other development proposals. However, we will also provide value engineering, constructibility analysis, durability evaluation, and make recommendations consistent with a public facility.

Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches. CMA has a staff of experienced and knowledgeable construction managers who are familiar with beach and harbor projects, as well as with County procedures. We will make them available to the Department for discrete construction management tasks or to oversee entire projects.

Review engineering technical documents. We will review engineering technical documents for the Department as needed. We will ensure that the review is performed by the appropriate level of staff and the applicable engineering discipline.

Prepare design drawings for smaller projects. We will prepare plans (and specifications, if requested) for small projects. We will provide calculations and assist with permitting if desired.

Design co-owned shoreside structures. We will design and prepare plans and specifications for shoreside and coastal structures, including buildings, groins, sandwalls, outfalls, drainage systems, and the like.

Review and update minimum standards for Marina construction. We assisted the Planning Division with the 1988 update of the Specifications and Minimum Standards of Architectural Treatment and Construction (SAMSATC). Our support was focused on marinas and dock systems, waterside development, and the review and approval process. We are aware that these issues need to be revisited, as well as many landside issues. Our experience with Premises Maintenance Inspection has given CMA a unique perspective regarding landside development and maintenance, which we will bring to our review and updating of the SAMSATC.

Evaluate and analyze structures built over water. CMA has uniquely experienced staff that is familiar with designing, evaluating and analyzing over-water structures. We will evaluate the structural integrity of the structure, as well as its level of deterioration and remaining useful life.

Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats and gangways. CMA is familiar with marinas in general, and Marina del Rey specifically. We are knowledgeable about dock systems, gangways, and boat spacing and maneuverability requirements. We also are at the forefront of ADA-compliant design related to docks and other floating structures.

Review navigation and boating circulation within Marina del Rey and recommend changes. We will review and provide consultation regarding navigation and boat circulation issues within the marina. In addition to our technical expertise, several of our staff are boaters and can bring practical insight to the review process.

Review proposals, plans and specifications for harbor dredging. Our firm has substantial experience and knowledge of dredging projects. We have provided design, permitting and construction supervision on more than 12 dredging projects. We are fully familiar with the regulatory agencies, their processes and their requirements. We are fully capable of supporting the Department in any manner relative to dredging.

Estimate costs and prepare construction budgets. Our construction management group maintains a complete database of construction costs for all structures and facilities found in Marina del Rey and the County beaches. We will prepare thorough and reliable cost estimates and budgets for all projects and improvements in the planning, design or construction document process.

Evaluate dock repairs, modifications and improvements by lessees. CMA will use its practical experience with dock systems and repair to evaluate lessee proposals for repair, modification or replacement.

Review proposals, plans and specifications for beach sand replenishment. We will provide coastal engineering and constructibility reviews of plans and specifications for beach sand replenishment. In addition, we can provide construction oversight.

Review proposals, plans and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers and the like. CMA has strong experience with the design of coastal structures and infrastructure. Our staff has the depth of education, training and experience to enable us to review proposals, plans and specifications for all existing and anticipated coastal structures and infrastructure.

Provide professional support as required for Department staff presentations to Beach Com-mission, Small Craft Harbors Commission, Small Craft Harbor Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission and other bodies. CMA will provide all support requested by the Department for Commission and Board meetings. In addition to preparing technical documents and presentation boards, we can provide Powerpoint and other electronic media presentation material. If desired, the firm's principals, Mr. Gordon Fulton or Mr. Ken Johnson, will be available for presentation or testimony.

Upon reasonable notice, appear at such times and places as County may require to provide consulting services. CMA commits to have its staff or principals appear anywhere in the County or State as may be requested by the Department.

Perform other duties within the scope of the Contract as required by the Director. We will respond promptly and professionally to any request by the Director within the broad scope of work set forth in the Request for Proposals and this Proposal.

Form P-2 Section 5 b

CMA has acted as the Harbor Engineer for the Department for over 15 years. In that time, we have supported the Department before The Coastal Commission, Design Control Board, California Department of Boating and Waterways, and the California Department of Fish and Game by providing information, reports and expert testimonials.

Form P-2 Section 5 c

CMA employs four full-time licensed Professional Engineers, all of whom are available to perform services for this contract on an as-needed basis, including:

> **Kenneth A. Johnson, PE:** Mr. Johnson has been in charge of marine facilities projects since 1974, beginning with the Cabrillo Marina for the Port of Los Angeles. Since that time, he has designed dozens of marinas, and numerous piers and boat launch ramps throughout the State of California. He is an implementation-oriented engineer with a broad understanding of permitting, project delivery and marina operations.
>
> **Gregory S. Reid, PE:** Mr. Reid is a skilled civil and coastal engineer who has worked on many marine projects in his four years at CMA, including marinas, seawalls, dredging, breakwaters and shoreline protection. He, like all other CMA staff, has an implementation-oriented, professional attitude that make our clients trust and depend on him. As a professional diver, Mr. Reid is able to perform detailed engineering evaluations of existing marine structures.

Both gentlemen specialize in engineering of marine facilities and are active in industry associations, such as California Marine Affairs and Navigational Conference, California Marine Parks & Harbors Association, Western Dredging Association and the California Port Captains and Harbor Masters Association. Both give papers regularly at conferences including the American Shore and Beach Preservation Association (ASBPA), California Coastal Coalition (CalCoast), California and the World Ocean (CWO), and those listed above. In addition to serving as the Harbor Engineer for the Los Angeles County Department of Beaches and Harbors, CMA and Mr. Johnson have been the Harbor Engineer for Santa Cruz Port District since the mid 1980's.

Form P-2 Section 5 d

CMA has the commitment that every project designed is fully constructible. With this implementation oriented focus in mind, the firm provides on the highest quality drawings, specifications and reports. CMA currently enjoys a 70% repeat customer rate, a testament to the level of quality services we provide.

FORM P-3

QUALITY CONTROL PLAN

escribe 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):

Please see the following sheets.

Signature:_____

P-3 Section a

Who will review documents prepared by your office? The Construction Management group reviews all Design documents from a constructibility standpoint prior to final submittal. Engineering Principal, Kenneth A. Johnson, PE, reviews design documents and calculations.

P-3 Section b

What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer? CMA will immediately correct any deficiencies noted by any reviewers, including the Construction Management group, Principal Ken Johnson, the Department or The Building and Safety Division of Public Works.

P-3 Section c

If the Department complains that works has not been adequately performed and requests immediate correction, how soon will your firm be able to respond? CMA will respond immediately. The firm has the capacity to handle urgent requests without delay.

P-3 Section d

How will you cover unexpected absences? CMA maintains redundant capacity in both Design and Management groups. Unexpected absences will not be allowed to impact schedule or quality.

Form P-3 Section e: Quality Control Plan

All work will be conducted and/or prepared under the supervision of a Principal. Design and Engineering functions will be overseen by Mr. Ken Johnson, P.E., who will assure the accuracy and appropriateness of design. All engineering design will be prepared by registered professionals, experienced in the field of work being designed. Our design division has a formal quality control program consisting of standardized formats and multi-tiered reviews.

All other activities will be overseen by the firm's President, Gordon Fulton. Mr. Fulton will assure the timeliness of performance, accuracy and completeness of the work product. Mr. Fulton will regularly interview appropriate Department Division Chiefs and other staff to ensure their satisfaction with the quality of CMA's work.

1. Document Control. CMA maintains a complete document control system that monitors all documents sent or received. This system will enable us to provide virtually any document to the Department that was either prepared by us, or sent to us by the Department or a third party.

2. Cost Control. At the beginning of all major tasks, CMA will formalize and submit a budget for the work, and a budget for the ultimate value of the constructed facility or structure. CMA will prepare cost reports for its activities on a monthly basis At pre-assigned design levels, we will prepare cost estimates to confirm budget conformance. In our

capacity as construction managers, we will monitor the contractor's expenditures and prepare budget versus actual reports to support contract management.

3. Schedule Control. We will prepare bar-chart schedules for small projects and critical path schedules for larger projects. The schedules will identify major activities and milestones to enable the Department to monitor progress and to plan related activities. On larger design projects or construction management projects, we will prepare monthly schedules that contrast planned versus actual schedules.

4. Communication with Department. CMA will maintain communication systems that will enable the Department to contact CMA at all times during the Department's regular business hours. This includes access to CMA via phone, fax, e-mail, and pager. CMA will return calls during business hours not later than the next business day, and as soon as reasonably possible if the call is designated urgent. CMA will provide after hours telephone numbers to the Department for emergencies during off hours or weekends. We will provide telephone message machines to receive calls at any time CMA's office is closed.

5. Monthly Reports. CMA will prepare reports for the County Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charge 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.

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

7. Performance Evaluation. CMA will meet annually, or more often as required by the Department, with the Director, Deputy Director, the County Contract Administrator, and designated Department staff to review our performance under this agreement. We will take minutes of the meeting, set performance milestones, and take immediate action to correct any inadequacy or short-coming identified. It is our intention to implement a "lessons learned" program to improve the quality of our service.

8. Quality Control Plan. In addition to our established internal quality control program, on large efforts we will prepare a project specific quality control plan. This plan will be followed throughout the life of the project.

9. Professional Standards. CMA 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.

10. Professional Registration. CMA's staff shall maintain applicable California engineering 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. CMA's staff consists of registered civil, coastal and structural engineers. Proof of individual registration will be provided upon request.

11. CAD Files. CMA shall prepare all of its design work product on the latest version of AutoCAD. Copies of the AutoCAD files and documents will be delivered to the Department's offices upon the County Contract Administrator's request.

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
		(Please see the following sheets for information.)				

2. How many full-time workers does your firm employ? 25

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

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

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

Name	Address	Business relationship	Contact person	Phone number
Bank of the West	2127 Broadway Oakland, CA 94612	Bank	Allyson Fattore	510.444.5636
BPS Reprographic Services	PO Box 39000 San Francisco, CA 94139	Vendor	Bret Carwin	415.495.8700
Kinko's	PO Box 8033 Ventura, CA 93002	Vendor	Susie Moreno	800.488.3705
Staples	PO Box 9027 Des Moines, IA 50368	Vendor		800.767.1291

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.

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

Signature: _____

P-4 Section 1 Project References

Marina del Rey On-Call Harbor Consultant

Reference
Agency: County of Los Angeles,
Department of Beaches & Harbors
Contact: Joe Chesler
Contact Address: 13837 Fiji Way,
Marina del Rey, CA 90292
Contact Phone: 310.301.9533

Year Started
1988

Year Completed
2003

Concept Marine is currently serving as the Marina del Rey Harbor Engineer for the Los Angeles County Department of Beaches and Harbors, a position it has held since 1987. Every marina development and refurbishment project, large and small, is submitted to CMA for review and approval. Our scope of work for this 7,000-slip facility includes:

- Review and approval of all leasehold marina improvements.
- Design and oversight of County marina improvements.
- Expert testimony
- Preparation of performance specifications for all in-water improvements
- Marina planning
- Tri-monthly Premises Maintenance Inspection for all land and water improvements within Marina del Rey.
- Boat traffic studies
- Regulatory support

Our working relationship with the County of Los Angeles is founded on responsiveness, trust, high quality consultation and strong technical expertise.

Marina del Rey Seawall Restoration

Reference
Agency: LA County, Dept. of Beaches & Harbors
Contact: Antonio Miro
Contact Address: L.A. County Dept. of Public Works
1200 N. State St., Box 121, Los Angeles, CA 90033
Contact Phone: 626.458.2542

Constructed Value
$23.5 Million

Year Started
1995

Year Completed
2001

On this marine foundation project Concept Marine Associates (CMA) oversaw and coordinated the design effort provided by: the Los Angeles County Department of Public Works; Whitlock, Dalrymple, Poston, and Associates; and Corrpro Corrosion Consultants. This project was funded by the Department of Boating and Waterways, the largest funding awarded to date. CMA's role as program and construction manager included programming, scheduling, and budgeting for the duration of the $23.5M multi-phase project. Restoration of this seawall involved the structural restoration of 7.5 miles of concrete retaining wall, repair of the rock revetment, and installation of an impressed current cathodic protection system. It was broken down into three major phases:

Cathodic Protection System
CMA provided program management and construction management services for this project as the consultant for the County of Los Angeles Department of Beaches and Harbors and the County of Los Angeles Department of Public Works. The project consisted of the installation of an impressed current cathodic protection system with 25 vaults and rectifiers around approximately 7.5 miles of seawall in Marina del Rey. Surface hardscape and landscape restoration was also part of the contract.

Strong Back Phase I and II
CMA provided program management and construction management services for this project as the consultant for the County of Los Angeles Department of Beaches and Harbors and the County of Los Angeles Department of Public Works. The project consisted of the installation of 2,425 reinforced concrete caissons with a pre-fabricated tie-rod system that tied the adjacent seawall panels to the caissons. Surface hardscape and landscape restoration was also part of the contract.

The project involved restoring existing infrastructure in a highly dense, urban area where area residents still needed access to area facilities. The seawall needed structural restoration as well as an impressed current cathodic protection (CP) system to prevent further deterioration of the steel reinforcements in the walls. One major issue was minimizing the impact of installing the 7.5 miles of cabling required for the CP system. CMA solved the problem by utilizing a new, enabling

technology of horizontal directional boring. This was the first use of this technology on an application such as this one and not only saved the County the cost of trenching, backfill and repaving, it minimized disruption to tenants and area residents.

The County knew the wall was deteriorating, but it was impossible to pinpoint the areas of intense corrosion within the walls or fully understand the extent of corrosion in different sections. To solve this problem, CMA suggested employing impact echo non-destructive testing- the first use of these techniques for such a wide application. This approach yielded highly accurate information, including data on voids and delaminations in the concrete, enabling tailored solutions for each wall panel. This, in turn, allowed targeted repairs to be designed for each panel, which saved tremendous cost. The effort was originally planned as making full repairs to each panel and estimated to cost the County $120 Million. By utilizing the new technology, the work ended up costing only $23.5 Million.

The project was completed on time as well, because CMA was able to accurately predict the schedule for this program by running a pilot program on 25% of the seawall. This led to streamlined procedures and smooth operations during the rest of the project without interruption to work flow. Throughout the project, CMA used Primavera scheduling software to track and maintain schedule.

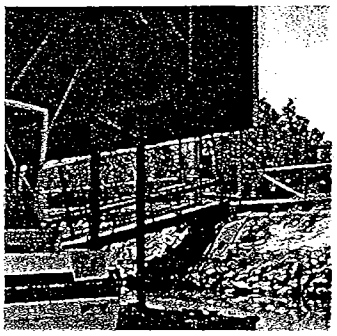
Pittsburg Marina Rehabilitation

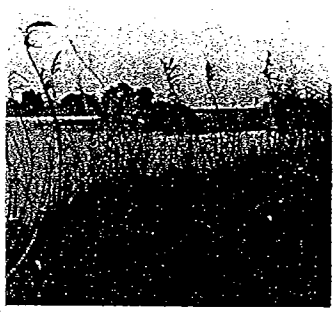
Reference
Agency: City of Pittsburg
Contact: John L. Fuller,
Director of Public Services
Contact Address: 65 Civic Avenue,
Pittsburg, CA 94565
Contact Phone: 925.252.4110

Constructed Value
$1.4 Million

Year Started
2001

Year Completed
in progress





CMA is working closely with the City of Pittsburg to develop this project and is responsible for design, engineering and construction support. Scope of work included preparing cost estimates, and construction documents; as well as assistance with bidding. Project involves layout of drainage, dock demolition, dredging, land disposal of dredged material, and maintenance of municipal marina during dredging. CMA also prepared applications and obtained regulatory permits and approvals from U. S. Army Corps of Engineers, Regional Water Quality Control Board, and State Lands Commission.

The City has also retained CMA to prepare layouts, cost estimates, design alternatives and a preliminary design for the East half of the George Lowy Basin including docks, piling, utilities, ADA gangways, standard gangways and security gates. This project entails construction of 102 new concrete docks to replace 152 wooden docks that are over 30 years old and have served their useful life. The project will go to bid in early 2003.

Vallejo North Harbor Marina

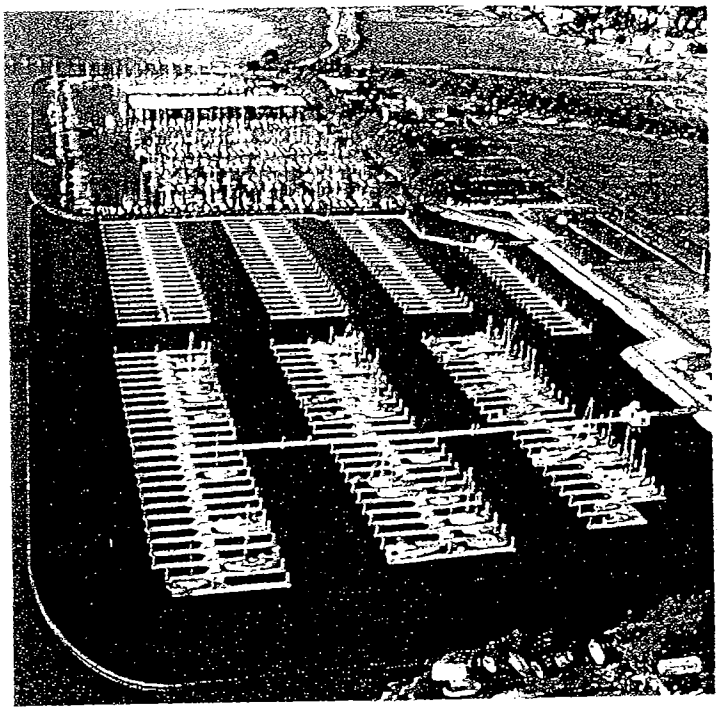
Reference
Agency: City of Vallejo
Contact: Mike Feenan, City of Vallejo, Maintenance Supervisor
Contact Address: 111 Amador Street, Vallejo, CA 94590
Contact Phone: 707.648.4557

Constructed Value
$4 Million

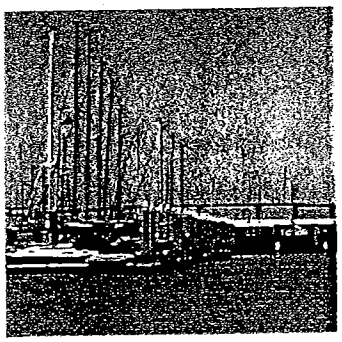
Year Started
2000

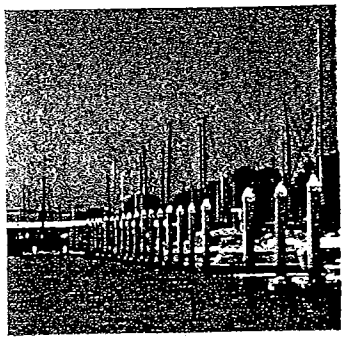
Year Completed
in progress

Status
in progress



The North Harbor Marina in Vallejo, California, had approximately 400 deteriorating slips, which were built around thirty years ago. To renovate and extend dock lifetime, CMA was chosen to do the condition survey and prepare contract documents for dock repair and relocation, dock utilities, dredging and protective seawall renovation. CMA helped the City of Vallejo involve the community in the design of this project to ensure a smooth transition during renovations. CMA also facilitated meeting the requirements for Department of Boating and Waterways funding for this project, scheduled for completion later this year.





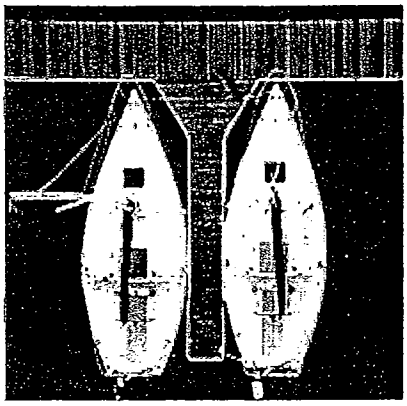
Berkeley Marina

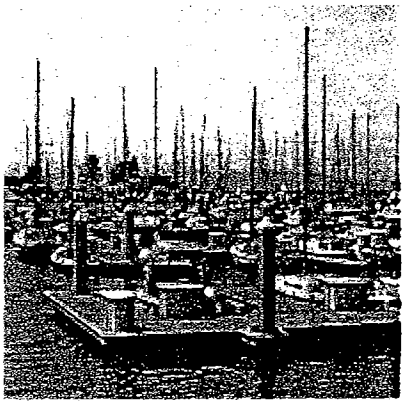
Reference
Agency: City of Berkeley
Contact: Glenn Carloss
Contact Address: 2201 Dwight Way
Berkeley, CA 94704
Contact phone: (510) 644-3446

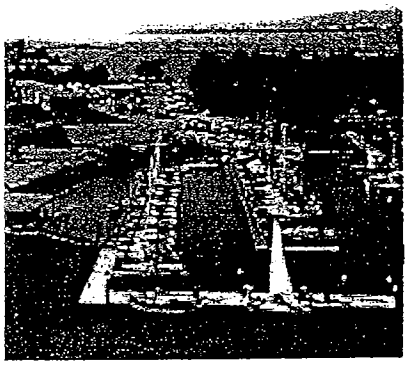
Project Value
$2 Million

Year Started
1993

Year Completed
1997







CMA worked with the City of Berkeley staff for a long period of time in a highly contentious project to replace the aging wood docks at F & G on the East side of the marina basin with new concrete. CMA worked with several high-profile input groups including the Berkeley Marina Waterfront Commission, City Staff, Harbormaster, City Council Members, Boaters, Permitting Agencies, and the State Department of Boating and Waterways. It was no small accomplishment to arrive at a final layout and dock materials acceptable to all involved. CMA successfully accomplished this effort, providing engineering documents for construction of the new docks.

Scope of work included:

- Docks
- Piling
- Dock Utilities
- Connections to land-side utilities
- ADA compliant docks and ramps
- Parking facilities
- Public access promenade
- Permitting

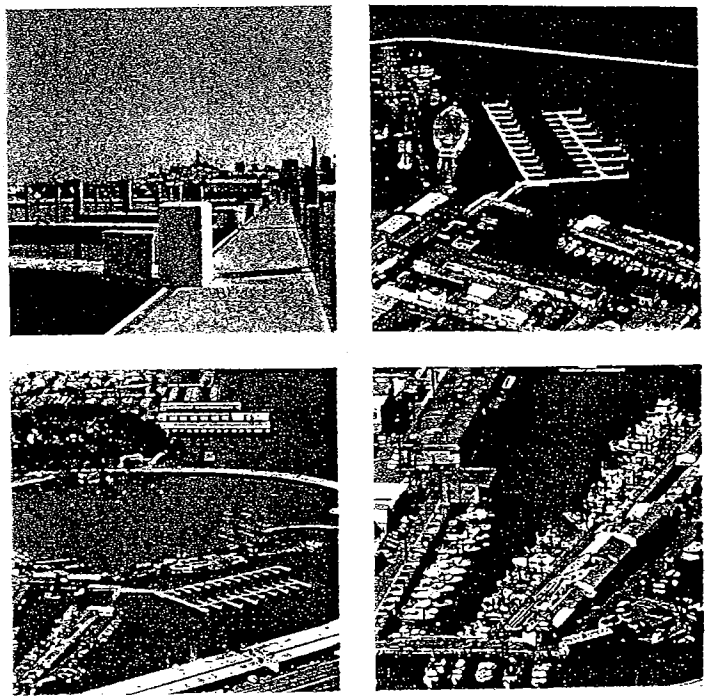
Hyde Street Harbor Waterside Facility

Reference
Agency: Port of San Francisco
Contact: Ed Byrne
Contact phone: 415.274.0570

Constructed Value
$4 Million

Year Started
1997

Year Completed
2000



CMA served as the prime consultant directing this two-phase project. Phase 1 was preliminary design and study that included review of all pertinent existing construction documents. Phase 2 consisted of detailed design and construction support of all items in Phase 1.

During Phase 1, CMA worked with a citizens committee appointed by the Mayor's Office. This group was very suspicious of the Port and antagonistic to the project. CMA and Port staff worked closely with the group, holding bi-weekly meetings and including their input into all decisions relating to the layout, materials and environmental issues, particularly with regard to water quality. During preliminary design, the committee could see their input take shape and understood the parameters that confined some of the decisions, which was of benefit to the process. At the San Francisco Bay Conservation and Development Commission public hearing, the group unanimously supported approval of the project.

The project involved design and construction engineering for landside and waterside improvements at Hyde Street in Fisherman's Wharf, San Francisco, California. The project effort included a 60-berth marina; ADA access gangways, new public access pier and pathways; dredging; site utilities; water quality improvements including bilge pump-out, holding tank pump-out, containment of on-site drainage and oil/water sediment catchments basins; new fuel lines and detection system; parking, and a restroom building. Relatively unique to the project was a direct-connect sewer system, designed to service "live aboard" berths. The CMA team was responsible for contract plans, technical specifications, cost estimates and construction engineering support.

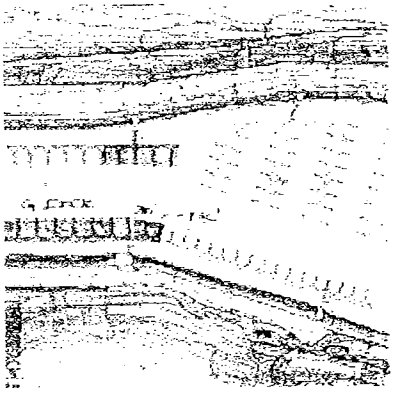
Santa Cruz Marina Rehabilitation

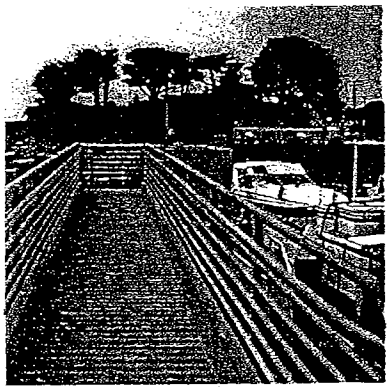
Reference
Agency: Santa Cruz Port District
Contact: Brian Foss, Port Director
Contact Address: 135 Fifth Street,
Santa Cruz, CA 95062
Contact Phone: 831.475.6161

Constructed Value
$500,000

Year Started
1985

Status
in progress





CMA and Kenneth A. Johnson have been the Harbor Engineer for Santa Cruz Port District since the mid 1980's. During that time we have completed numerous projects at the harbor, including a fuel dock, ADA access projects, dry boat storage facilities and multiple dock renovations. For the South Harbor Dock repairs, CMA specified the use of "alternative" materials including recycled plastic decking for the wood-framed floats and reinforced plastic piling.

Working with the Port District staff, CMA is currently preparing plans for the North Harbor Marina. At project inception, CMA did a careful review of existing conditions to form targeted plans for renovation. The scope of work includes a removal of existing docks damaged by rogue waves that entered the harbor in the winter of 2001. The project includes review and design of docks, piling and utilities, as well as permitting of this 30-berth rehabilitation in the existing harbor. The project involves dredging, piling, floats, a six-foot high bulkhead wall, ADA access gangways and utilities.

Dana Point Marina Condition Survey

Reference
Agency: County of Orange
Contact: Doug Whitlock, General Manager
Dana Point Marina Company
Contact Address: 34555 Casitas Place,
Dana Point, CA 92629
Contact Phone: 949.496.6137

Year Started
2001

Year Completed
2001

The Dana Point Marina Condition Survey was a project prepared specifically for the County of Orange and the Marina operating company. The primary purpose of the survey was to establish a "snapshot" in time of all marina components to a level that would allow for maintenance, replacement, and budget planning. In addition to identifying the condition of all components, both a response time and recommended general corrective action were indicated.

The size of the marina surveyed was 1500 slips. This required considerable organization for both the survey methods, levels of detail, and final reporting format. The final survey resulted in a summary of conditions for all the components of each slip, walkway, piling, and gangway. Data was gathered and recorded on to a hand-held tablet computer, and was then sorted and developed into final presentation documentation. Recommendations that resulted from this condition survey included remedies for specific problem areas and safety concerns.

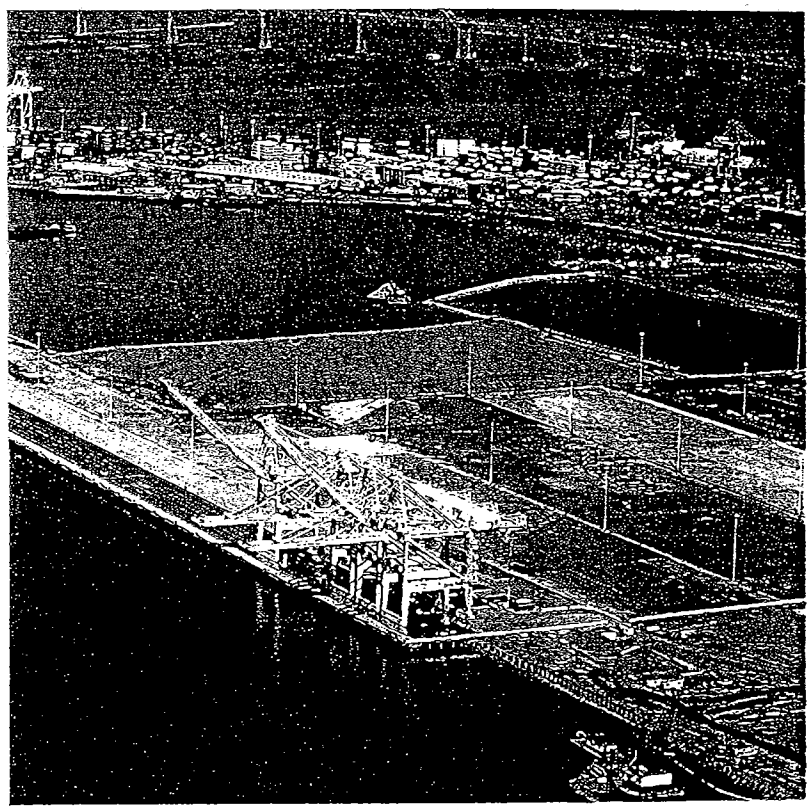
Port of Oakland Berth 55/56

Reference
Agency: Port of Oakland
Contact: David McAneny
Contact Address: 530 Water Street, Oakland, CA 94604-2064
Contact Phone: 510.627.1493

Constructed Value
$58 Million

Year Started
1999

Year Completed
2001



CMA was the construction manager for this Port of Oakland project, which included a pile supported wharf and Cement Deep Soil Mixing (CDSM) embankment foundations. CDSM is a new technique for stabilizing shorelines, and CMA is excited to have contributed to this innovation on what is currently the largest Port project in the country. Phase 1A of The Port of Oakland Vision 2000 Project involves construction of two new commercial wharves with associated container yards and dredging of the harbor channel to allow for deep draft vessels. The work consists of the demolition of approximately 850,000 square feet of existing piers, construction of a containment dyke, fill, a 2,400 lineal foot concrete wharf, and partial backup yard improvements for the container terminal. The work also includes dredging and construction of upland fill; furnishing and installing a rock dike and rip-rap; wick drains and storm drain system; furnishing and installing the reinforced concrete wharf; and furnishing and installing approximately 12 acres of container yard paving stones, including mechanical and electrical work.

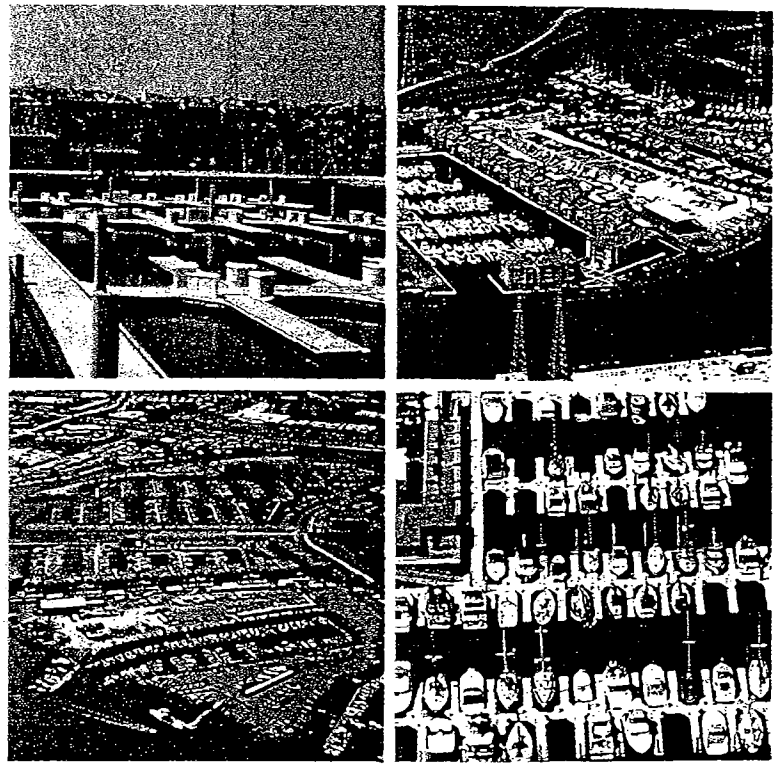
Bair Island Marina

Reference
Agency: Irvine Apartment Communities
Contact: Robert Hughes, Vice President
Contact Address: 3491 Zanker Road,
San Jose, CA 95134
Contact Phone: 408.428.1040

Constructed Value
$1.6 Million

Year Started
1997

Year Completed
1998



CMA was the Prime Consultant for this turnkey, 100-berth marina project in Redwood City, California. CMA was responsible for planning, market research and overall design. Cash and Associates was hired to provide design-to-build construction documents for the marina. CMA then provided construction management for the whole project. The project included a concrete floating marina, the installation of a cathodic protection system, and a 20 x 2,100 foot sheet-pile wall.

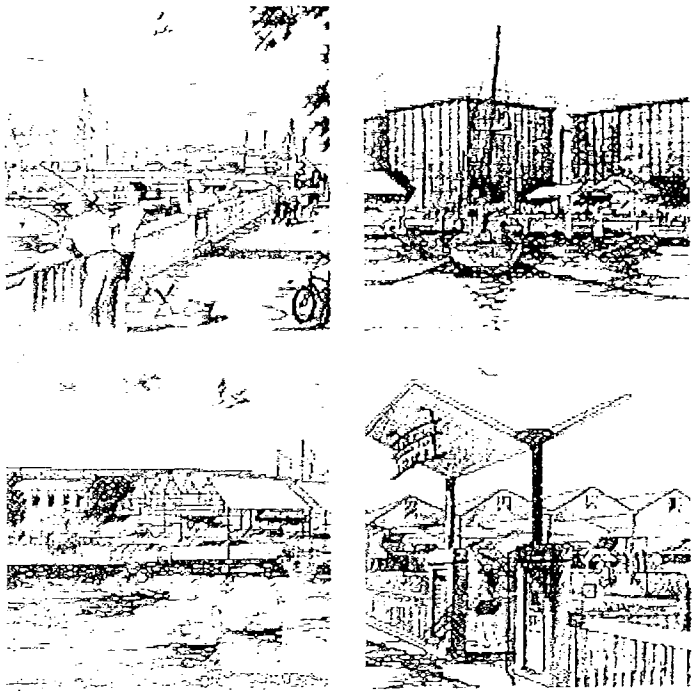
Stockton Waterfront Marina

Reference
Agency: City of Stockton
Contact: Kitty Walker
Contact Address: City of Stockton
Department of Housing & Redevelopment
305 N. El Dorado St., Suite 200
Stockton, CA 95202
Contact Phone: 209.937-8811

Combined Constructed Value
$20 Million

Year Started
1981

Status
In progress



CMA is currently in the design phase of the Stockton Waterfront Marina, which includes alternative schematic designs developed in conjunction with stakeholders by utilizing public meetings to gather input and feedback. This was preceded by two phases, also performed by CMA: a market analysis and ownership/operations options study and a feasibility study. As part of an overall economic revitalization plan, Callander Associates assisted CMA in providing public outreach and urban design services for this 0.7-mile long urban waterfront. Two diverse alternatives were presented to the community in a public workshop, followed by three other sessions to assist the Council in selecting a preferred alternative. Additionally, CMA has designed improvements to the Morelli Park Launch Ramp, which is adjacent to the Marina.

The DBAW was a key participant in the project, which is requesting both a long-term loan, as well as an initial grant for other selected project components. Heavy emphasis was placed on redevelopment of the ailing marina, improved and expanded public access, resolution of pedestrian and vehicular conflicts and improvement of adjacent commercial properties.

CMA leads a multi-disciplinary team in developing a conceptual plan for the south shore of the Stockton waterfront. This extended from the I-5 Bridge to the intersection of Weber Avenue and Street Square. As part of this process, the CMA team held a number of public study sessions so user groups and the community could contribute to CMA's final project concept plan. The project subsequently received its use permit from the Planning Commission and its first phase funding from the State at the beginning of 2002. The project incorporates demolition of existing docks, 300 new berths ranging from 30 to 60 feet in length, covered docks, utilities, gangways, piling, pump-out facilities, fuel dock and landside amenities, such as parking and public access

Jack London Aquatic Center

Reference
Client: Jack London Aquatic Center
Contact: Robert Kidd, Esquire
Contact Address: Box 72347,
115 Embarcadero East
Oakland, CA 94612
Contact Phone: 510.208-6060

Constructed Value
N/A

Year Started
1997

Year Completed
2001

CMA provided Civil Design and Construction Management for the Jack London Aquatic Center in Oakland, California. Landside projects included construction of a new 8,800 square-foot boathouse and parking lot. Projects on the water-wide included a 130-foot long floating wooden scull dock, and small marina with an ADA accessible gangway to the berths. A five-ton pile-supported crane for moving recreational watercraft was also included. Both the building and marina was procured using design/build project delivery.

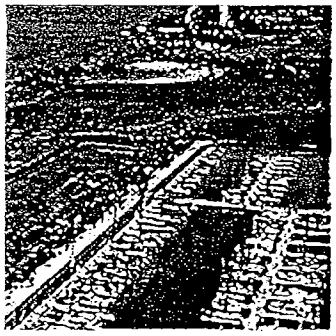
Ko'Olina Marina

Reference
Agency: West Beach Estates
Contact: William Blaisdell
Contact Address: Ko'Olina Development
92-1480 Aliinui Drive, Kapolei, HI 96707
Contact Phone: 808.673.7678

Constructed Value
$10,000,000

Year Started
1995

Year Completed
1999



CMA prepared schematic designs for this new 374-berth marina on the island of Oahu, including a number of pile supported piers, including a fuel dock, tourist dock, service pier, four 100-foot long piers for large commercial boats, and piers for a 70 ton travel lift haul-out crane to service an onshore boatyard. Floating docks for Amega yachts@ cruising the Pacific were assigned as a part of the project. The project involved dredging as well. CMA coordinated the work with six other project consultants throughout the process. The project included eight piers of various types and construction. All piers were pile supported. The project utilized design/build construction, with the private owner acting as construction manager.

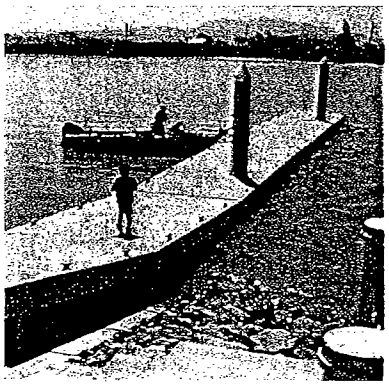
Belden's Landing Launch Ramp

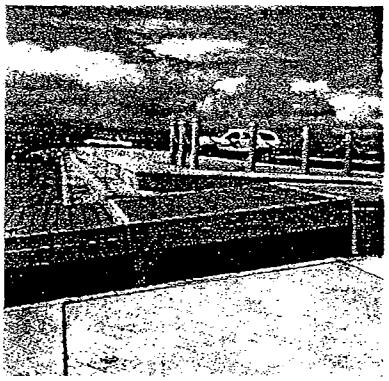
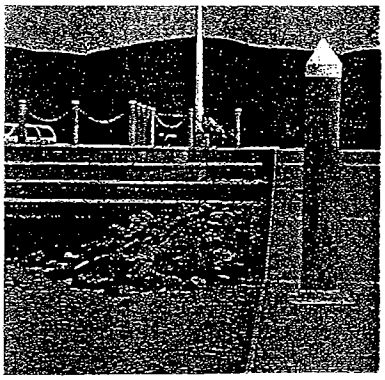
Reference
Client: Solano County
Contact: Fred Denes
Contact Address: County Architect's Office
Division of Architectural Services
530 Clay Street, Fairfield, CA 94533
Contact Phone: 707.421.7908

Constructed Value
$1.43 Million

Year Started
1997

Year Completed
2002 (currently in use)



Concept Marine provided waterfront design for Belden's Landing in Solano County, California. CMA acted as the Prime Consultant, managing a team that included geotechnical, electrical, landscape and surveying sub-consultants. Project scope included:

- ADA compliant aluminum fishing pier
- Launch ramp
- Structural aluminum boarding float system
- Pile driving
- Sheet-pile wall
- Restroom facility
- Parking lots and entry roads

Gregory P. Mailho was the Project Manager on this program, which included overseeing preliminary design, permitting, construction documents, bidding, and engineering/design assistance during construction.

Santa Cruz Launch Ramps

Reference
Agency: Santa Cruz Port District
Contact: Brian Foss, Port Director
Contact Address: 135 Fifth Street,
Santa Cruz, CA 95062
Contact Phone: 831.475.6161

Constructed Value
$1.5 Million

Year Started
2001

Year Completed
In Progress

CMA is involved in two launch ramp projects at Santa Cruz, California.

South Harbor
The existing four-line ramp and boarding floats is nearly 30 years old and needs replacement. CMA provided a feasibility study to facilitate requesting a grant of $1.5 Million to replace the ramp and the boarding floats. This request was granted and CMA will soon start design for a new four-lane launch ramp (pile supported) and new 8-foot wide boarding floats. This is an extremely active facility and continued use of portions of the facility is a priority. Our contract includes design development, contract documents, permitting and construction engineering.

North Harbor
CMA is working with the Port District by providing construction engineering for the North harbor Dry Storage Facility. CMA designed this 148-space mast-up storage lot. This will be the first in a number of mast-up storage areas in the North Harbor.

To serve this group of boaters and alleviate crowding at the South Harbor, the District requested that CMA provide multiple designs for a launching facility in the North Harbor. We provided a study showing elevators, gantry cranes and launch ramps at various locations in the North Harbor. CMA provided preliminary cost estimates for each facility. Working in tandem with Port staff and the Commission, we arrived at a preferred alternative, proposed to the State for grants and they are currently under review for approval. The project includes a two-lane ramp, boarding and tie-up floats with ADA access. There will be a steel sheet pile wall included in the project. Total proposed cost is approximately $1 Million.

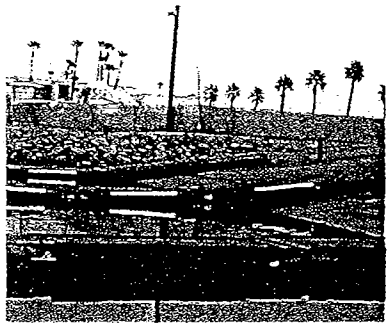
Oceanside Launch Ramp

Reference
Agency: City of Oceanside
Contact: Don Hadley
Contact Address: City of Oceanside
Department of Harbors & Beaches
1540 Harbor Drive North
Oceanside, CA 92054
Contact Phone: 760.435-4001

Constructed Value
$2.5 Million

Year Started
2002

Year Completed
In progress



The City of Oceanside Harbor Department has a grant from Department of Boating and Waterways for funding of a ramp re-pavement project. The existing concrete ramp is six lanes and is inadequate to handle the current traffic flow of boat launches. The ramp is also beginning to show signs of deterioration. Therefore, the proposed project involves replacement and expansion to eight lanes. CMA has been selected to provide design development, contract documents, project management and construction management for the project.

CMA's portion of the project includes:

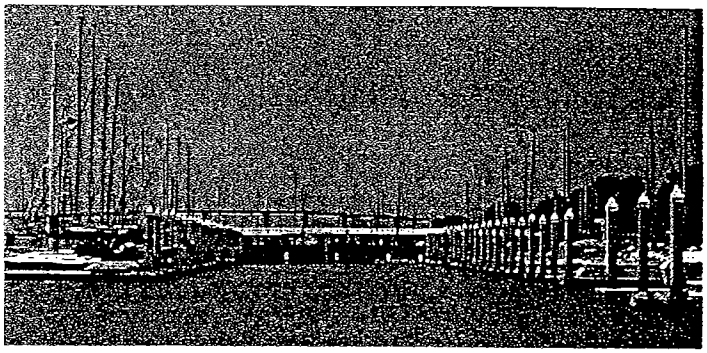
- Ramp replacement
- New boarding floats
- New tie-up docks with ADA access
- Traffic circulation design
- Shoreline protection

The project is just underway. We have participated in a daylong workshop with the Consultants and City Staff to discuss the entire project, set the scope and goals, and prepare the project schedule. We are working on preparing a project budget at present. Design will be underway in June with Construction set to commence in January 2003.

Vallejo Dredging Projects

Reference
Agency: City of Vallejo
Contact: Mike Feenan
Contact Address: 111 Amador Street
Vallejo, CA 94590
Contact Phone: (707) 648-4557

Agency: City of Vallejo
Contact: Martin Robbins
Contact Address: Vallejo Baylink Ferries
P.O. Box 2287, Vallejo, CA 94592-2287
Contact Phone: (415) 726-0356



Year Started
2000

Year Completed
In progress

Description
CMA has three contracts with the City of Vallejo that involve dredging. They are:

1. **City of Vallejo, Ferry Terminal Dredging**
   The transportation department of the City of Vallejo sought proposals from dredging consultants for the maintenance dredging at the ferry terminal. CMA was selected to provide permitting and design services. The project includes dredging the terminal area, relocating the existing ferry dock, and continual service provided for the users during the dredging event. CMA is presently testing the samples and will submit permit applications around May 1, 2003. Dredging is planned for the 2003 Fish Window Cycle (August – October). The first hydrographic survey is complete and design documents are being prepared. CMA is working with MEC and Sea Surveyor on this project.

2. **City of Vallejo, North Harbor Dredging**
   CMA provided consulting services for all aspects of the above referenced project including permit applications, monitoring permit progress, contract documents, cost estimating, project management, and bidding assistance. The City provided construction management. The project involved dredging around and under marina berths, including covered berths. This required coordination of berthed boat movements and daily boater traffic. The project involved clamshell dredging (approx. 50,000C.Y.) with disposal at the Carquinez site.

3. **City of Vallejo, South Harbor Dredging**
   The South Harbor is the newer of the two marina basins at Vallejo. CMA has asked to provide consulting services to complete maintenance dredging for this basin. The project is presently in the application preparation status. CMA will submit permits and monitor their progress through the agencies. We are preparing an Alternatives Analysis at the request of the DMMO. CMA has prepared a categorical exemption document for this project. As permit processing moves forward, CMA will prepare plans, specifications, and cost estimates for the project. We will work with the City on the bid process. Approximately 40,000C.Y. will be removed.

Oyster Point Marina Dredging

Reference
Agency: San Mateo Harbor District
Contact: Robert Johnson, Harbor Manager
Contact Address: 95 Harbormater Road, #1
South San Francisco, CA 94080
Contact Phone: (650) 952-0808

Year Started
1993

Year Completed
2000

Description
The San Mateo County Harbor District needed to have maintenance dredging work completed at their Oyster Point Marina Facility. CMA provided consulting services for the complete project, including permit applications, processing, contract documents, bidding assistance and construction management. CMA also obtained all permits for 54,000 cubic yards of materials dredged. CMA prepared the contract documents.

Pittsburg Dredging

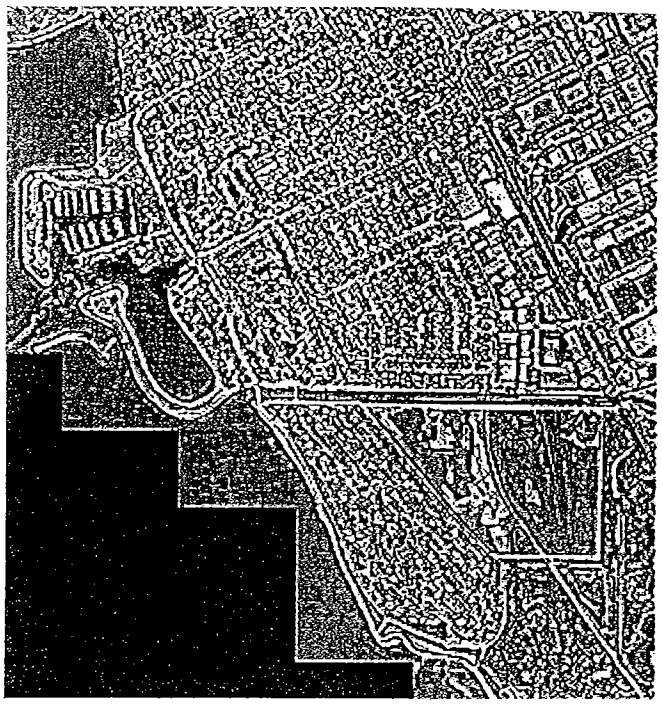
Reference
Agency: City of Pittsburg
Contact: John L. Fuller, Director of Public Services
Contact Address: 65 Civic Avenue, Pittsburg, CA 94565
Contact Phone: (925) 252-4110

Year Started
2000

Year Completed
In progress

Description
CMA worked closely with the City of Pittsburg to develop the project and was responsible for design, engineering and construction support. Scope of work included preparing cost estimates, and construction documents, as well as assistance with bidding. Project involves layout of drainage, dock demolition, dredging, land disposal of dredged material, and maintenance of municipal marina during dredging. CMA also prepared applications and obtained regulatory permits and approvals from U. S. Army Corps of Engineers, Regional Water Quality Control Board, and State Lands Commission. The project is currently nearing completion. CMA is working with MEC Analytical System on this project.

San Leandro Channel Dredging



Reference
Agency: City of San Leandro
Contact: Kenneth Joseph, City Engineer
Contact Address: 835 East 14th Street
San Leandro, CA 94577
Contact Phone: 510.577-3433

Year Started
2001

Year Completed
2002

Description
CMA has worked on dredging projects for the City of San Leandro since 1995. Most recently, CMA provided services to the City for their 2001 Marina and Channel dredging project. The firm provided spreadsheets showing various scenarios for dredge material disposal to the City's land-based Dredged Material Management Site, including costs, pros, cons, and Regulatory Agencies affected. CMA also provided the construction documents for the City's portion of the dredging project, and review of and coordination with the COE prepared construction documents for the federal channel dredging project.

The firm has worked on San Leandro dredging projects that utilized both, the City's land-based Dredged Material Disposal Site, and the in-Bay aquatic disposal site designated as SF-11.

In an earlier project, the City's 100-acre dredged material management site required removal of 70,000 cubic yards of deposit material, creation of bird and habitat islands, and grading for control of tidal flows in and out of the dredged basin. CMA prepared the plans and specifications.

CMA also worked with the City on quality control for the project design of their 174-acre, $1,000,000, Shoreline Marshland Enhancement Project. We provided document review, quality control, value engineering and met with the City and their designer to discuss issues and to implement changes.

Redondo Beach Pier

Reference
Agency: Redondo Beach Public Works Dept.
Contact: Desi Alvarez, City of Downey
Agency Address: 415 Diamond Street
Redondo, CA 90277
Contact phone: 532.904.7102

Combined Constructed Value
$16.5 Million

Year Started
1992

Year Completed
1995

The $13M Redondo Beach Pier reconstruction project involved a 60,000 square foot cast-in-place surf-zone pier supported by concrete pilings. Among the services CMA provided were design management, construction management, and value engineering. In addition to the pier reconstruction work, this program included new utilities services for the area, steel sculptures, and the repair of an adjacent parking structure. Special considerations included pile supports, concrete, waffle deck structure with a wide variety of hardscape features (including three steel sculptures), sandblasted seascape motifs, and a $200 per foot handrail.

The City then added the $3.5M Mole B Earthquake Reconstruction project to the scope of work. This project consisted of the replacement of 1,000 feet of seawall and rock revetment, a new parking lot with landscaping, and a 3,000 square foot boaters lounge facility.

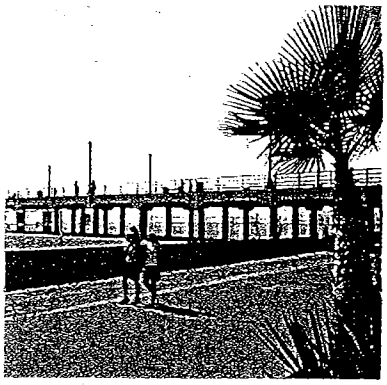
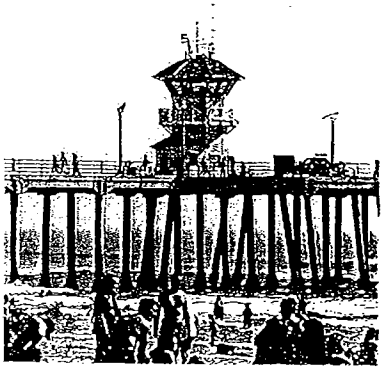
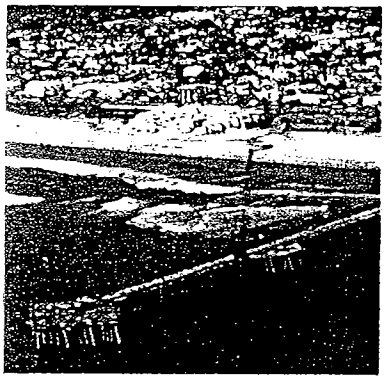
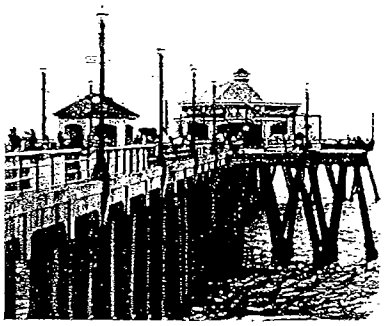
Huntington Beach Pier

Reference
Agency: City of Huntington Beach
Contact: Eric Charlonne
Agency Address: 2000 Main Street
Huntington Beach, CA 92648
Contact Phone: 714.536.5431

Constructed Value
$11.2 Million

Year Started
1990

Year Completed
1992

CMA provided a full range of construction management services, including design review, bid management, construction administration and full-time quality assurance. Scope of work included demolition of the existing pier, built in 1930, and construction of a new 1,800-foot long by 22-foot wide pier on concrete piling. The project also included installation of utilities and hand railings.

Following completion of this project, CMA received recognition for its involvement: The Concrete Industry Award of Excellence for Huntington Beach Municipal Pier Outstanding Paving Project 1992; ASCE Certificate of Recognition to the Construction Manager for Reconstruction of the Huntington beach Pier; and The California Geotechnical Engineers Association Outstanding Project Award 1992 Honorable Mention.

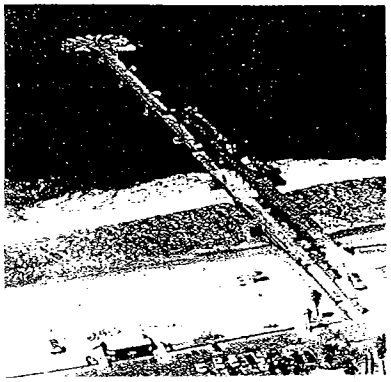
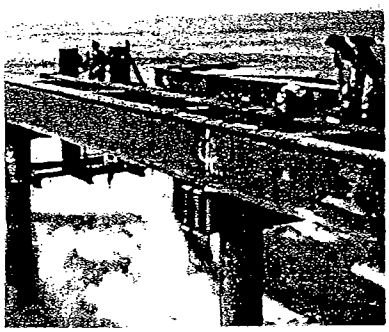
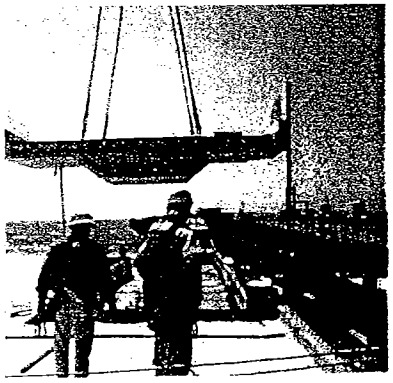
Venice Beach Pier

Reference
Agency: City of Los Angeles Department of Recreation and Parks
Contact: Kathleen Chan
Contact Address: 200 North Main Street, #1250
Los Angeles, CA 90012
Contact phone: 213.485.5671

Constructed Value
$4.5 Million

Year Started
1993

Year Completed
1997

CMA provided construction administration services, as sub-consultants to Cash and Associates, during the repair and restoration of this 30-year-old, 1,200' long by 20' wide, pre-cast concrete, surf-zone pier, and the construction of a plaza and esplanade at the pier entry. The project was divided into three phases. Phase one involved complete replacement of the first (shoreward) 600' long section of concrete deck over existing piles. The second phase involved repair of the outer 600' long section of concrete deck. The third phase consisted of the removal and replacement of the concrete deck on the round platform at the end of the pier. Concept Marine also served as technical consultants during the study and design phases of this rehabilitation project.

Hermosa Beach Pier Phase II

Reference
Agency: City of Hermosa Beach
Contact: Harold Williams
Contact Address: 1315 Valley Drive
Hermosa Beach, CA 90254
Contact Phone: 310.318.0211

Combined Constructed Value
$1.1 Million

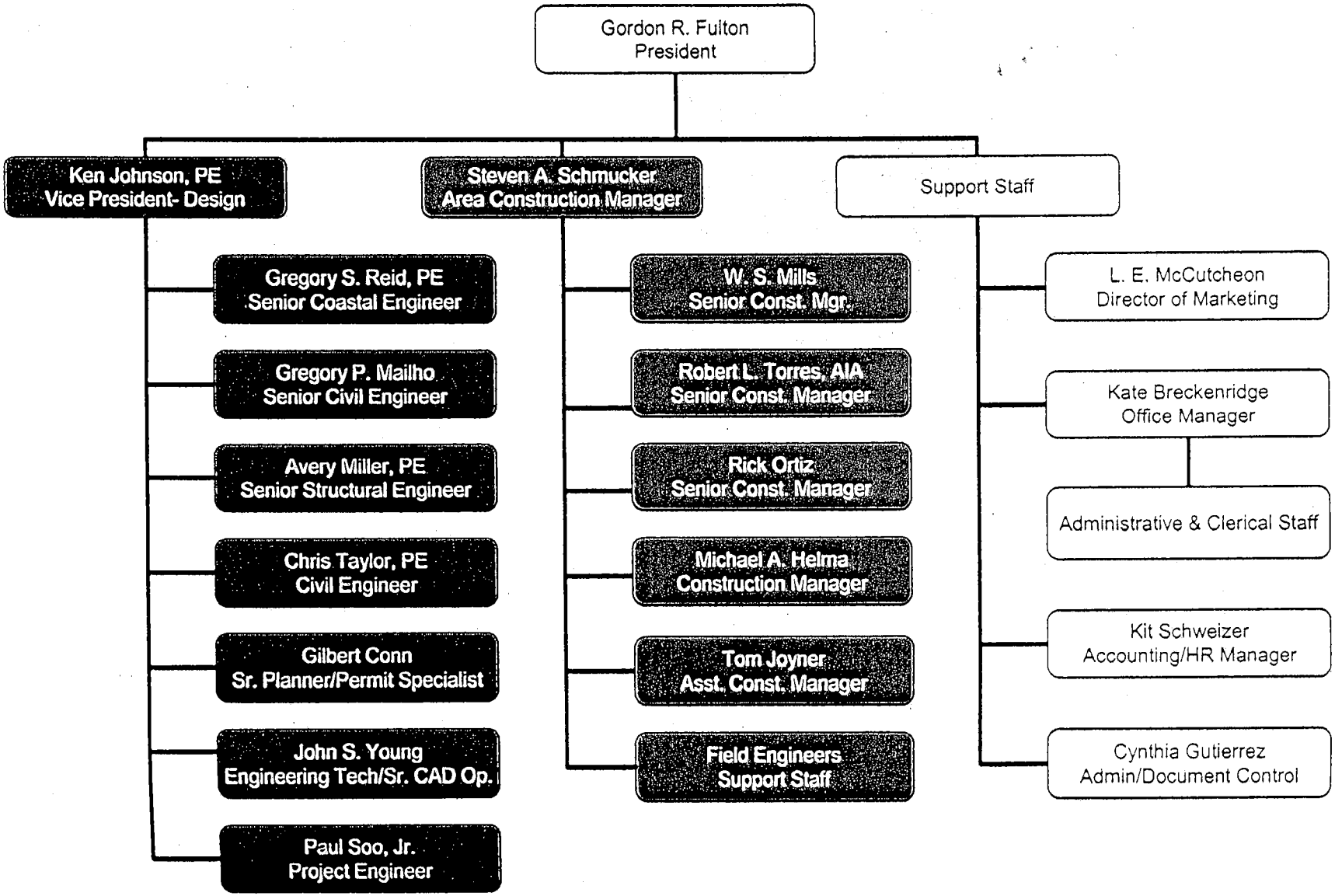
Year Started
2000

Year Completed
2001

The City of Hermosa Beach requested that CMA act as both project and program manager for the Hermosa Beach Pier Phase II Pier Enhancement Program. The program administration for Phase II involved management of program processes, including the selection of the design team, management and revision of design, and coordination between regulatory agencies and City officials. The restoration of the marine infrastructure of the Hermosa Beach Pier began construction in March 2000.

CMA provided construction management on this portion of the Phase II Pier Enhancement Program. The programming provided by our firm involves drawing up a new scope of work at the end of each phase, and implementing the necessary scheduling and costing measures.

P-4 Section 3 CMA Corporate Organization Chart



FORM P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Concept Marine 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:

Gordon R. Fulton
Name

Signature

President
Title

4/18/03
Date

FORM P-6

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: Concept Marine Associates, Inc.

☐ I AM NOT
☑ I AM

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: 05628501

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): 25

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
lack/African American						1
Hispanic/Latino			2			1
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	2		5	1	8	4

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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	Dis-advantaged	Disabled Veteran	Expiration Date

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	Authorized Signature	Title	Date
Gordon R. Fulton		President	18APR03

FORM P-7

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: Concept Marine Associates, Inc.

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 6700 East Pacific Coast Highway, Suite 201
Long Beach, CA 90803

Telephone: 562-594-6974 **FAX:** 562-594-6975

County Department Receiving Bid or Proposal: Department of Beaches & Harbors

Type of Goods or Services To Be Provided: Engineering Services

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [X] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.	Gordon R. Fulton	President	[YES] [NO]
2			[YES] [NO]
3.			[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: 4/18/03
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Gordon R. Fulton
(Print Name)

President
(Print Title/Position)

FORM P-8

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print na me) Gordon R. Fulton hereby submit this certification to the (County department) Department of Beaches &Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), Concept Marine Associates, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 6700 East Pacific Coast Highway, Suite 201, Long Beach, CA, 90803 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of April, 2003 (Month and Year)

at: Oakland, CA (City/State) 510-533-7600 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

FORM P-9

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: Concept Marine Associates, Inc.		
Company Address: 6700 East Pacific Coast Highway, Suite 201		
City: Long Beach	State: CA	Zip Code: 90803
Telephone Number: 562-594-6974		
Solicitation For (Type of Services): Engineering 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: Gordon R. Fulton	Title: President
Signature:	Date: 4/18/03

AMENDMENT 1 TO CONTRACT NO. 74554

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2005.

WHEREAS, Contract No. 74554 was entered into between the County of Los Angeles and Noble Consultants, Inc. ("Contractor") on July 29, 2003, to provide harbor engineer services in Marina del Rey and at County owned and operated beaches (the "Contract"); and

WHEREAS, various projects have been identified to repair damage caused by the 2005 Winter Storms; and

WHEREAS, repairing the storm damage will address public safety concerns; and

WHEREAS, the proposed scope of work includes design for repairing maintenance roads and public access ways at various beach locations, reinforcing eroded bluffs that pose a significant public safety risk, and re-nourishing various beaches to pre-storm levels, among other improvements; and

WHEREAS, the as-needed design services will be funded with revenues from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets; and

WHEREAS, in light of the above, it is the desire of the parties to increase the Contract sum by this Amendment to reflect designs for repair projects, which will be done at the direction of the Director pursuant to the existing provisions of the Contract.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract shall be amended to read as follows:

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 capital projects, the County may at its discretion expend not to exceed $3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets.

The maximum contract sum shall be $3,340,000 including the original contract amount of $200,000 and the 20% contingency available at the discretion of the Director of Beaches and Harbors.

2. All other terms and conditions contained in said Contract shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Amendment to be subscribed by the Chair of such Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year hereinabove first written.

Noble Consultants, Inc.

By: _____

Ronald M. Noble, President

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona - Lukens
Executive Officer-Clerk of
the Board of Supervisors

By:_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By:_____
Deputy

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
NOBLE CONSULTANTS, INC.

74554

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
NOBLE CONSULTANTS, 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 Noble Consultants, Inc., a California corporation (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, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the date of approval by the Board of Supervisors.

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 12, 2003.

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 June 8, 2003 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 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.

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 hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 work.

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 breech 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 Contract'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 RESPONSIBILITY AND DEBARMENT

3.32.1 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.

3.32.2 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 not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 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.

3.32.4 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.

3.32.5 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 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.

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

3.33 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).

3.34 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.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 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.

3.35.2.2 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.

3.35.2.3 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.

3.35.2.4 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.

3.36 SAFELY SURRENDERED BABY LAW. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information 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 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.

Noble Consultants, Inc.

By _____
Ronald M. Noble, President

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By _____
Deputy

20 JUL 29 2003

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

FORM P-1

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM

Proposer: Name: Noble Consultants, Inc.

Address: 2201 Dupont Drive
Suite 620
Irvine, CA 92612

Phone: 949-752-1530 Fax: 949-752-8381

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.

The rate(s) for services shall be:

Job Title:	Hourly Rate:
**** See Attached	_____ 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: California Principal place of business: Irvine and Novato, CA

Authorized agent for service of process in California:

NONE

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:

Jon T. Moore, P.E. 949-752-1530
Name Title Phone

Name Title Phone

Dated: April 15, 2003 Proposer's signature: _____

Ronald M. Noble, P.E. President 949-752-1530
Name Title Phone

NOBLE
CONSULTANTS, INC.

SCHEDULE OF CHARGES

Labor (per hour)*

Principal Engineer	$185	Senior Survey Engineer	$105
Associate Engineer	150	Staff Engineer II	98
Senior Structural Engineer II	140	Staff Engineer I	90
Senior Structural Engineer I	130	Surveyor II	86
Senior Engineer II	140	Surveyor I	75
Senior Engineer I	130	Senior Construction Inspector	82
Structural Engineer	120	CADD Designer/Operator	82
Project Engineer II	115	Assistant Engineer	78
Project Engineer I	107	Construction Inspector	75
Construction Manager	112	Technician	65
Construction Cost Estimator	105	Word Processing / Clerical	60

* Depositions, mediations, arbitrations, and court appearance labor is two times the rate shown and billed in 1-2-day increments.

*Reimbursable Expenses***

In-house

Survey Vessel	$300 per day	Imogenics Profiling Sonar	$375 per day
RTK-DGPS Surveying	375 per day	Imogenics Side Scan Sonar	375 per day
Locus DGPS Surveying	275 per day	Sparker Sub-bottom Profiler	400 per day
DGPS Navigation System	375 per day	Uniboom Sub-bottom Profiler	350 per day
Gyro	25 per day	3.5 Tuned Transducer System	250 per day
Motion Compensator	200 per day	Marine Magnetometer	200 per day
Precision Depth Sounder	75 per day	Underwater Video System	125 per day
Tide Gage	75 per day	Truck	50 per day
Theodolite/Total Station	75 per day	Generator	50 per day
Radios	10 per day	Inspector Boat	50 per day
Photocopying	0.25 per page	Automobile	0.50 per mile
CADD Plots	2.00 per page		

Out-of-Pocket

Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable on presentation. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 30 days.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
*** See Attached			

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Ronald M. Noble and Scott M. Noble

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
*** See Attached					

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
*** See attached		

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: _____

1. Staffing Plan: Provide the requested information about engineers, key employees and sub-consultants. Attach all resumes.

NAME	JOB TITLE	RESPONSIBILTIES
Ron Noble, P.E.	Principal In Charge	Quality Control Coastal/Harbor Engineering
Jon T. Moore, P.E.	Project Manager	Project Management Coastal/Harbor Engineering
Scott Noble, P.E.	Principal Investigator	Dredging Coastal/Harbor Engineering
Chia-Chi Lu, Ph.D., P.E.	Principal Investigator	Coastal Engineering
David Altman	Principal Investigator	Coastal Engineering
Avery Miller, S.E.	Principal Investigator	Structural Engineering
Thomas Fischetti, P.E.	Principal Investigator	Structural/Civil Engineering
Tracy Stofferahn	Principal Investigator	GIS
Duane Maddux	Principal Investigator	Survey
J. Orin Jewett	Principal Investigator	Survey
Glenn Gibson	Principal Investigator	Construction/Cost Estimates
James E. Read	Principal Investigator	Inspection

3. Identify Partners/Sub-Consultants:

Richard Parsons	Principal Investigator	Dredging Corps of Engineers Coordination
Noel Davis	Principal Investigator	Marine Biology/CEQA
Harry Finney	Principal Investigator	Water Quality/Sediment Testing
Jeff Terai	Principal Investigator	Underwater Diving Inspection

SUBCONSULTANTS

RWP Dredging Management

Richard Parsons, from RWP Dredging Management, has specific expertise in review, formulation, application, and negotiation of regulatory permits for coastal projects. His experience includes projects that involve dredging, determination of beach compatible sediments for beach nourishment projects, and securing regulatory entitlements. Mr. Parsons provides a unique link between technical understanding of project needs and limitations and communication between responsible permit authorities and private citizen activists. He is being made available to the Department via our Project Team should Beaches & Harbors need any assistance or advice in dealing with coastal regulatory issues and/or coordination with the Corps of Engineers.

Chambers Group, Inc

Chambers Group, Inc, a certified Disabled Veteran Business Enterprise (DVBE) and Certified Small Business, has been providing environmental consulting services in California since 1978. Chambers Group has particular expertise in the areas of marine biology, permitting, and CEQA and NEPA compliance.

Chambers Group has extensive experience preparing documents that comply with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Chambers Group has prepared EIRs, Mitigated Negative Declarations, EAs and EISs for numerous coastal projects including the EIR/EIS for the Bolsa Chica Lowlands Restoration, the EIR/EA for the BEACON Beach Nourishment Demonstration Project, and the EIS/EIR for the EIS/EIR for the Upper Newport Bay Ecosystem Restoration Project. Chambers Group has performed many marine biological and terrestrial biology surveys in southern California. These studies have included underwater transects, fish sampling, benthic invertebrate sampling, bird surveys, plant surveys, intertidal and coastal wetlands surveys and water quality sampling.

The firm is offered to the Department for its expertise in dealing with CEQA issues and its ability to analyze the effects to marine organisms of a variety of actions including dredging, harbor construction, vessel traffic, brine discharge, beach nourishment, thermal discharges, urban runoff, and power plant intakes.

Applied Environmental Technologies, Inc

Applied Environmental Technologies, Inc. (AET) is a full service environmental consulting and contracting firm incorporated in California in 1989. AET employs a diversified staff of professionals with formal training in applied sciences and engineering including specialization in geology, hydrogeology, chemical engineering, and biology.

The principals of the firm have over 75 years of combined experience in the environmental field.

Their principal expertise is water and sediment testing and analysis, biological monitoring, and assisting with verification of regulatory compliance. Harry Finney has over 27 years of experience conducting environmental site assessments, physical testing, and compliance monitoring for numerous coastal and marine projects. The firm is being made available to the Department should these services be needed.

Harbor Offshore, Inc

Harbor Offshore, Inc. is a marine construction company recognized on the West Coast for its underwater diving expertise and capabilities. The staff has performed numerous underwater inspections and condition surveys of marine facilities including seawalls, piers, subaqueous utilities, and other coastal structures. NCI has utilized the services of Harbor Offshore on all of its underwater inspection work to observe and document existing conditions. Inspections are coordinated with the aid of underwater communications and video so that the diver is in constant communication with the engineer at the surface.

Their services are offered as part of the Project Team as underwater inspections are generally a key component of coastal and marine facilities maintenance management.

Other

NCI's professional network of professional associates also includes geotechnical engineers and engineering geologists, electrical and mechanical engineers, landscape architects, and architects. Should these types of services be required during the course of the on-call services contract, we are prepared to respond to the Department accordingly.

4. LICENSES

Name	License	License Number
Ronald M. Noble	Civil Engineer	C23436
Scott M. Noble	Civil Engineer	C38563
Jon T. Moore	Civil Engineer	C25673
Thomas Fischetti	Civil Engineer	C39539
Chia-Chi Lu	Civil Engineer	C52521
Duane Maddux	Control System Engineer	CS249
J. Orin Jewett	Land Surveyor	LS1789
Avery J. Miller	Structural Engineer	S2041

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK

5a. Approach to the Scope of Work

Our approach to performing the anticipated work is to dedicate a Project Team of senior level professional to the County who possess an extensive knowledge base in the coastal and marine areas that comprise the Department's activities. The experience and knowledge base includes:

Marina and dock design
Small craft navigation
Coastal engineering and coastal processes
Coastal structures design
Dredging
Structural engineering with emphasis on marine and harbor structures
Civil engineering design
Architectural engineering
Water circulation and water quality
Permitting

This team of experts will be categorized by specialty into the Project Team pool of Principal Investigators. The team will be managed by the Project Manager and Principal-in-Charge partnership. This simplified project management setup, illustrated in our Project Management diagram, promotes direct communications with the highest level of expertise and results in the highest quality work products.

As NCI receives new consulting assignments on this Contract, our Project Manager will immediately assign the appropriate Principal Investigators and supporting staff in accordance with the nature and size of the consulting assignment. Appropriate communications and/or meetings will be held with County staff to clarify the County's assigned scoped of work, project requirements and schedule constraints.

The Project Manager will use Microsoft Project Manager and other project management and CPM programs to monitor project costs and schedule. All project costs and status of the work are monitored on a weekly basis with the aid of the firm's computer based job accounting and project management system that tracks professional time and expenses by sub-task.

The system described above has been successfully used on all of NCI's small projects through larger multi-disciplined projects to maintain client budgets and schedules. The partnership of the Project Manager and Principal-in-Charge insure that the technical quality of our projects are maintained and task objectives met.

For larger size consulting assignments, NCI has successfully managed multi-disciplinary projects over extended time periods by implementing strong project management principles to insure that the project team performs competent technical work which meets; established project goals, quality control standards, project team schedules and budget constraints. Prior to initiation of job work, a project schedule flow chart is prepared using a CPM program to delineate milestone dates, project meetings and submittals, critical path work items, and the inter-relationship of all technical tasks within the project. The project budget, with man-hours of effort, for all phases of work is established using project management programs. A meeting is then held with the entire project team including subcontractors, to review the established project goals, task work schedules, key milestone dates, required technical input data, list of project work products and submittals, inter-relationship with other team members, quality control procedures and project budget restraints.

During the course of the project, it is the responsibility of the Project Manager and the Principal-in-Charge to insure that work tasks are being performed within schedules and budgets, and that the project technical goals are being met with adequate quality control procedures applied. Project schedules and budgets are tracked weekly by use of our in-house accounting software. Printouts of actual project time and man-hours of effort are compared to the budgeted project schedule and man-hours effort. When necessary, changes are incorporated into the project schedule to reflect changed conditions.

5b. Ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies

NCI is actively involved in the engineering and planning of harbor, waterfront, and coastal facilities. We, by necessity, keep up-to-date with code and environmental requirements. In addition to the more familiar municipal and building code requirements such as Uniform Building Code, fire regulations and local water and sewer ordinances, the project team has also designed waterfront and coastal facilities to meet other lesser-known codes such as Corps of Engineers regulations and US Navy specifications.

We are also very familiar with the State's various boating facilities planning and design standards, CalTrans Standard Specifications, Department of Boating and Waterways Guidelines for Small Craft Berthing Facilities and for Boat Launching Facilities, California Building Code, OSA/ACS Regulations (accessibility standards), and the

SOBA (States Organization for Boating Access) handbook for boat launching facilities. Additionally, NCI has worked closely with State and Federal regulatory agencies to represent the applicant through the project planning and permit approval process.

NCI principals and key staff have supported numerous local municipalities by making technical presentations before Harbor Commissions, Planning Commissions, City Councils, California Department of Boating and Waterways Commissioners, California Coastal Commission, California State Lands Commission, and various other governmental bodies over the years. We maintain and excellent reputation with these government bodies through past dialog and testimony that is well respected for its technical content.

5c. Ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities

NCI's Project Team which is presented within For P-2 of this proposal includes professional engineers and surveyors licensed in civil, civil/coastal, structural, and architectural engineering. Our subconsultants provide additional capabilities in the marine sciences, laboratory testing, CEQA compliance, underwater inspection, and regulatory coordination. This expertise together with NCI's network of outside specialists is available to the Department as the need may arise.

5d. Ability to provide professional quality engineering drawings and other work product

NCI's technical services are supported by Pentium based PC computer stations connected to an internal local area network file server (Microsoft Windows NT v. 4.0) with modem and DSL tie to more sophisticated mainframe systems, if required. These workstations utilize a variety of administrative and technical software. The firm's CAD is also Pentium based with digitizer board, and engineering drawings are produced using both Intergraph Microstation 95 and AutoCAD Landata Version 3. Additional accessory software, such as the CAD overlay Civil/Survey for AutoCAD and Site-Works for Microstation allow for detailed quantity calculations, which greatly enhance the accuracy of cost estimates for projects. All engineering drawings are prepared using either Intergraph Microstation 95 or AutoCAD 2000.

RONALD M. NOBLE
Principal Engineer

EDUCATION

University of California at Berkeley, M.S., 1969
Civil/Coastal Engineering
San Jose State University, B.S., 1968
Civil Engineering

REGISTRATION

California, Civil Engineer, 1973, RCE 23436
NAUI Scuba Diver

EXPERTISE

Mr. Noble has over 33 years experience in the design of coastal/waterfront facilities, in oceanographic/coastal engineering investigations and analyses, in hydrologic engineering analysis and design and in performing construction management and inspection services for projects located throughout the world. He has been equally involved in the planning, permitting, design and construction management phases for these coastal, estuarine or riverine projects.

EXPERIENCE

Project manager for overseeing rehabilitation of City of Oceanside Municipal Pier which included feasibility studies, development of design criteria, demolition of storm damaged pier, design of new pier including buildings and shoreline protection, and construction management and inspection of pier, buildings and shoreline protection during construction.

Directed design for replacement of San Leandro Marina including reconfiguration of berthing layout and preparation of plans, specifications, cost estimates, construction schedule, and bid documents for new floating dock and piling system, approach piers, dredging, and utilities and landscape improvements. Directed construction management and resident inspection during construction.

Performed engineering design, and prepared plans and specifications for new 550-boat Sunroad Marina in San Diego Bay, which included concrete floating dock system, all appurtenances and a pre-stressed concrete sheet pile breakwater. Also, provided construction inspection.

Prepared conceptual design and directed final design, plans, specifications and cost estimates for the Navy's NTC marina expansion project in San Diego Bay, which included floating timber dock system, two concrete piers, shoreline protection, support building and site improvements.

Directed the engineering studies to develop oceanographic design criteria and recommend alternative plans for repair or replacement of the Huntington Beach and Redondo Beach Municipal Piers, and performed engineering design and preparation of plans and specifications for reconstruction of the damaged Redondo Beach pier.

Directed the engineering design and preparation of plans and specifications for a marine terminal pier structure in Saipan, Mariana Islands.

Prepared conceptual designs, final designs, plans, specifications and/or construction inspection for numerous marina facilities including Marina del Rey, King Harbor, Huntington Harbour, Sunroad, NTC-Navy, San Leandro and Lighthouse in California, and Cancun and San Carlos in Mexico.

Directed the conceptual design and cost evaluation for expansion of existing harbor facilities including dredging, new breakwater, trestle and pier/wharf structures, and offshore terminal to handle AOE-6 class ships for the U.S. Navy harbor expansion project at Naval Weapons Station, Seal Beach, California.

Directed and/or performed the engineering analysis and design, including plans, specifications and cost estimates, and performed construction management and inspection, for shoreline protection consisting of revetments, seawalls, bulkheads, groins, breakwaters and beach nourishment. These improvements have been designed using stone, concrete, steel, and sand for locations throughout California, the United States, and overseas.

Directed preparation of reconnaissance reports, final feasibility reports and conditional surveys for southern California harbors for the U.S. Army Corps of Engineers. These studies included engineering analyses and cost-benefit evaluations for harbor improvements such as dredging, breakwater/jetty modifications, spur groins and sediment traps.

Performed siting and design investigation for dock structures at 15 atolls within the Marshall Islands Group. This investigation included site selection, development of design criteria, and the design, configuration, and alignment schemes for dock structures.

Project engineer for Alumina Partners of Jamaica wharf design project in Port Kaiser, Jamaica, which included engineering design, plans, specifications and cost estimates for a finger pier berth using an anchored steel sheet pile pier with rock slope protection.

Reviewed master plan for Ruwais industrial development's multipurpose port facility. This investigation included recommendations for the port layout and configuration of wharfs, trestles, piers, moles, breakwaters, intake and outfall pipelines, and dredged channels and basins. Berthing facilities were included for liquid product tankers, LNG carriers, general cargo traffic, and bulk cargo traffic.

Performed marine investigations for a petrochemical harbor complex at Dos Bocas, Tobasco, Mexico. This included the planning and implementation of an oceanographic data gathering program; development of a numerical wave hindcast computer model for the Gulf of Mexico; and shoreline stability, design flood elevations and design wave analyses.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Consulting Engineers Association of California
American Shore and Beach Preservation Association
California Shore and Beach Preservation Association
California Marine Parks and Harbor Association
Permanent International Association of Navigation Congresses
American Nuclear Society

PROFESSIONAL RECOGNITION

Member, Coastal Engineering Research Council
Director, American Shore and Beach Preservation Association
Director, World Marina Conference, Inc. that sponsored World Marina Conference, Long Beach, California, April 29 - May 2, 1991
Chairman, American Nuclear Society Committee that developed an American National Standard on Design Basis Flooding at Power Reactor Sites
U.S. Expert Representative on the International Atomic Energy Agency Committee for Development of an International Standard on Design Basis Floods for Nuclear Power Plants on Coastal Sites
General Chairman, National Shoreline symposium, "Shoreline Forum '79", held in Los Angeles, California
Member, ANS Committee on Site Evaluation of Power Reactor Sites

JON T. MOORE
Associate Engineer

EDUCATION

University of California at Berkeley, M.S., 1972
Civil Engineering
University of California at Berkeley, B.S., 1971
Civil Engineering

REGISTRATION

California, Civil Engineer, 1975, RCE 25673
Florida, Professional Engineer, 1986
South Carolina, Professional Engineer, 1984

EXPERTISE

Mr. Moore is a civil engineer with over 27 years of specializing in coastal and offshore projects. His breadth of experience includes design criteria recommendation, site planning, problem mitigation studies to rectify existing adverse conditions, environmental assessment of proposed improvements and the preparation of plans and specifications for various types of coastal structures development and civil works construction.

EXPERIENCE

Project manager for the Orange County Nearshore Wave Study to characterize extreme and more frequently recurring conditions. The study includes deep water hindcast, spectral nearshore transformation, and Monte Carlo simulation of occurrences over a 30-mile shore segment.
Project engineer for the final feasibility reports for Redondo Beach - King Harbor, Channel Islands Harbor, Ventura Harbor, and for the reconnaissance report at Mission Bay Harbor, Morro Bay Harbor and Rancho Palos Verdes shoreline. These projects were performed for the Los Angeles District, Corps of Engineers and included comprehensive coastal processes analysis, the evaluation of alternative improvement plans with preliminary designs, cost estimates, and economic optimization curves.

Project engineer for the deep draft harbor expansion of the U.S. Naval Weapons Station, Seal Beach. Responsibilities included plan formulation of alternative inshore and offshore berthing plans to accommodate BB, CV, LHA and AOE class vessels. Preliminary designs and engineering cost estimates were prepared for dredging, fill, wharf structures, offshore trestle access, breakwater protection and support infrastructure.

Project manager for preparation of a comprehensive erosion management plan for 60-miles of urbanized shoreline in Santa Barbara and Ventura County. The multi-disciplinary study prepared for the BEACON joint powers authority entailed definition of past, present and future coastal processes, delineation of problems and opportunities for improvement, identification of suitable offshore borrow sources for sand replenishment and formulation of technically, environmentally and economically feasible shoreline preservation and enhancement strategies.

Project engineer for the restoration and repair of the aged six-mile-long Mandalay Bay precast and cast-in-place concrete seawall system for the City of Oxnard. Responsibilities included destructive and non-destructive testing, structural design for replacement of deteriorated components, preparation of plans and specifications and construction inspection. Work included recommendation of a phased repair and maintenance schedule.

Design engineer for detailed structural design and preparation of plans and specifications for replacement of the original timber segment of the Port Hueneme municipal recreation pier. Work included reconfiguration of the pier plan, replacement of electrical and mechanical service and construction inspection.

Project engineer and design engineer for preparing the final design, plans, specifications, contract documents, and construction cost estimates for a U.S. Navy marina facility in San Diego. The project included the design of two concrete piers, a floating timber dock system, a marina support building and all site improvements.

Performed review of construction submittals including shop drawings, supporting calculations, and certificates of materials testing and compliance; and performed intermittent construction inspection for the new 550-boat concrete dock Sunroad Marina in San Diego Bay.

Project engineer for the proposed 250-slip National City Marina. Responsible to the Unified Port District of San Diego for preparation of the 30 percent complete plans and specifications to enable lessee solicitation. The work included excavation and removal of 400,000 cubic yards of sand and bay deposits, optimization of the slip layout, perimeter slope protection, upland access, parking and infrastructure, three public buildings and landscaping. Special project design conditions included seismic risk, poor foundation conditions and a significant federal flood control channel adjacent to the entrance.

Project engineer for planning, design, permitting and construction of municipal and private marinas in the U.S. Southeast. Designs included timber and concrete dock systems for protected and exposed site locations. Two facilities included post-tensioned floating concrete breakwaters. Activities also included dredging, specification of electrical and mechanical components, aluminum and timber bulkhead, and precast concrete fixed access piers.

Responsible for the planning, analysis, environmental assessment, and design of numerous coastal structures. Projects have included groin field evaluations, seawall design, fixed and floating breakwater design, and revetment and beach fill projects. Analytical experience includes conventional numerical and empirical techniques and innovative use of physical hydraulic models.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Shore and Beach Preservation Association
Tau Beta Pi
Chi Epsilon

PROFESSIONAL RECOGNITION

Chairman, Waterway, Port, Coastal and Ocean Division, ASCE, 1978 - 1982
Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Division Technical Group, 1977 - 1980
Treasurer, San Francisco Section ASCE, 1979 - 1980
Director, American Shore and Beach Preservation Association
Co-Chairman, Coastal Zone '78, The First Symposium on Coastal Zone Management, 1978

SCOTT M. NOBLE
Associate Engineer

EDUCATION

Oregon State University, M.Oc.E., 1976
Ocean Engineering
University of California at Santa Barbara, B.A., 1973
Geography

REGISTRATION

California, Civil Engineer, 1984, RCE 38563

EXPERTISE

Mr. Noble is a civil engineer with over 26 years of experience specializing in the engineering analysis, design, cost estimating and permitting of coastal, waterfront and marina projects. This work has included coastal processes analysis, development of oceanographic design criteria, detailed design of marinas, shoreline protection, waterfront structures and the dredging of channels and lakes.

EXPERIENCE

Project engineer for engineering design and preparation of final plans, specifications, construction schedule and cost estimates and bid documents for replacement of San Leandro Marina, including floating docks and piling system, approach piers, dredging, slope revetment and utilities and landscape improvements. Also, included coordination and obtaining of all agency permits and building code/ordinance approvals.

Project engineer for preparation of preliminary plans and specifications for 800 boat Lighthouse Marina on the Sacramento River, including submittal of permit application material, preparation of cost estimates and evaluation of marina contractors/berthing manufacturers' products.

Principal in charge of the West Sacramento Launching Ramp Replacement project. This was a Department of Boating and Waterways funded project located on the Sacramento River and subject to undermining erosion.

Principal-in-charge of the planning and design for a fishing platform for the Port of San Francisco at Pier 98 (an historic landfill site). Work included preparation of alternative concepts and cost estimates, preparation of exhibits and data for permit processing, detailed design, preparation of contract documents, and construction related services.

Project engineer and directed all engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for dredging and rehabilitation of Laguna Niguel Lake including all permit processing with State and Federal agencies and coordination of subcontractor's work.

Project engineer for engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for maintenance dredging at Huntington Harbour/Sunset Harbor including all environmental work and permit applications and processing with government agencies and coordination of work from four subcontractors.

Project engineer for analysis and development of all oceanographic design criteria for the Oceanside and Huntington Beach Municipal Piers.

Responsible for evaluation of shoreline alternatives along Ocean Beach in San Francisco, including the analysis of the hydraulic model results and preparation of plans, specifications and cost estimates for the stone riprap portion of the project.

Responsible for independent review of construction cost estimate for City of San Francisco $10,000,000 reinforced concrete seawall. Review resulted in resubmittal of construction cost estimate by construction management team at a lower cost.

Prepared a beach nourishment and management plan for a two-mile stretch of Ocean Beach, San Francisco, which included an analysis of wave conditions, sediment transport and the sediment budget. Construction, operating and maintenance costs were also estimated.

Performed the design, inspection and monitoring of emergency shoreline work to protect homes along 8,000 feet of beach at Seadrift Spit in Stinson Beach.

Performed the engineering design and prepared plans, specifications and construction cost estimates for a seawall project at Pacifica. Construction inspection services were also provided.

Performed inspection of the shoreline conditions in front of nine homes in Point Richmond. Prepared plans and specifications and performed construction inspection for a concrete seawall in front of one of the homes.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Consulting Engineers Association of California
American Shore & Beach Preservation Association
Western Dredging Association
Tau Beta Pi

PROFESSIONAL RECOGNITION

Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Engineering Technical Group, Current Contributing Member, ASCE Waterway, Port, Coastal & Ocean Engineering Task Force on Microcomputers in Coastal Engineering

CHIA-CHI LU
Senior Engineer II

EDUCATION

Cheng Kung University, Taiwan, B.S., 1975
Hydraulic Engineering
Cheng Kung University, Taiwan, M.S., 1977
Hydraulic Engineering
University of Miami/RSMAS, M.S., 1981
Ocean Engineering
University of Miami/RSMAS, Ph.D., 1984
Applied Marine Physics

REGISTRATION

California Civil Engineer, 1994, RCE 52521

EXPERTISE

Dr. Lu specializes in the fields of coastal engineering, hydraulic engineering and has extensive experience in the development of numerical simulation on related engineering problems by using various numerical techniques such as finite difference method, finite element method and boundary element method. While studying at the University of Miami, he developed a numerical scheme called BIEM (Boundary Integral Equation Method) to solve problems of wave dynamics. While employed as a research associate at the University of Miami, he established a computer code to simulate the characteristics of water waves generated by explosions.

EXPERIENCE

Dr. Lu has been involved in the analysis of nearshore wave transformation, sediment budgets, shoreline evolution, beach nourishment, oceanographic design criteria, coastal protection, dredging project, water circulation modeling and lake hydraulic analysis. He has worked on the following projects:

Performed a numerical simulation of transformed wave patterns to characterize the nearshore wave climate within the Orange County coastal area as part of the Coast of California Storm and Tidal Waves Study. Wave Characteristics in deep water, corresponding to the categorized weather patterns, were computed and then transferred to the nearshore water areas via a spectral back-refraction transformation model. A Monte Carlo simulation technique was applied to generate a synoptic atlas of the nearshore wave climate in this region.

Performed an alongshore sediment transport analysis within the Orange County shoreline. The annual wave statistic derived in the above-mentioned wave study was used as input data to the GENESIS model to compute alongshore sand transport rates. In addition, a sensitivity analysis was conducted to evaluate the effect of varying the shoreline orientation to the resultant alongshore transport rates.

Prepared a coastal engineering assessment of the draft environmental impact report (DEIR) for Treasure Island Destination Resort Community. Project impacts related to the coastal processes such as cross-shore and alongshore sediment transport were addressed.

Prepared an oceanographic assessment of a Draft EIR/ES for the BEACON beach nourishment demonstration project. The fate of the disposed dredged material as well as its potential impacts to the coastal processes was characterized via a series of comprehensive computer simulation programs developed by Water Resource Support Center, Waterways Experiment Station, Corps of Engineers.

Prepared a comprehensive study to identify a proper alternative to reduce the storm damage within a small boat marina facility located in Mission Bay, San Diego, California. A statistical analysis relating the degree of the facility damage to the storm frequency was performed. As a result, the best alternative was recommended to achieve the above-mentioned purpose based upon the benefit/cost ratio.

Involved in a feasibility study to identify the degree of congestion within the Channel Island entrance channel. A numerical simulation program was developed to relate the channel congestion to the total number of recreation boats, the number of tacking sailboats and the channel width. An optimal alternative was proposed to mitigate the anticipated congestion problem.

Performed a comprehensive analysis of nearshore wave transformation, potential shoreline erosion, littoral transport and sediment budget for the entire Santa Barbara/Ventura County coastline on the BEACON coastal sand management project. Extensive numerical modeling of long- and short-term beach accretion and erosion was conducted.

Performed a hydrodynamic numerical simulation to model alternative basin configurations for a proposed marina located in Mexico. A finite element water circulation model was used to simulate the water pattern within the proposed site. The best marina flushing layout was recommended.

Performed numerical modeling to determine the optimal configuration for a proposed upland disposal site. Various dredging and disposal operation models developed by Water Resource Support Center, Waterways Experiment Station, Corps of Engineers were applied.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineering

DAVID ALTMAN
Staff Engineer II

EDUCATION

University of Florida, M.S., 2000
Coastal and Oceanographic Engineering
University of Delaware, B.S., 1997
Civil Engineering

REGISTRATION

- 1996/Engineer in Training/DE

EXPERTISE

Mr. Altman is a civil and coastal engineer specializing in shoreline evolution, wave transformations, modes of alongshore and cross-shore sediment transport, sediment budget investigations, beach nourishment, seawalls, revetments, breakwaters and various other protective coastal measures, port and harbor engineering, and offshore oceanic circulation patterns. In addition, Mr. Altman's ability to communicate his comprehensive knowledge of coastal processes and the interaction between the ambient environment and proposed coastal development is a valued asset when applying for local city, state, and federal regulatory agency approvals.

EXPERIENCE

Participated in the preparation of the Zone of Siting Feasibility Study (ZSF) to permanently designate an ocean disposal site off the coast of Newport Beach, for the Los Angeles District of the Army Corps of Engineers. This task involved detailed coordination between the Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ports of Los Angeles and Long Beach. The work consisted of quantifying the future regional ocean disposal needs in order to formulate the associated cost-to-benefit ratio analysis in determining a feasible disposal area.

Performed numerous coastal engineering analysis assessments to fulfill coastal development permitting requirements, as mandated by the California Coastal Commission, Corps of Engineers and the California Regional Water Quality Control Board, for proposed private development and new coastal construction improvements. The analyses consisted of developing potential coastal protection alternatives, screening alternatives to determine the preferred concept, and evaluating the coastal impacts of the proposed development on the existing shoreline. Recommendations of the preferred alternative were based on minimizing the coastal and environmental impacts while ensuring the integrity of the proposed development.

Participated in the preparation of the Project Management Plan (PMP), in conjunction with the Expedited reconnaissance Studies within the Los Angeles District of the Army Corps of Engineers, for Orange and Los Angeles Counties in California. This entailed the plan formulation of various alternative measures to address the planning objectives associated with the public concerns of the respective coastal communities. Proposed alternatives were screened and streamlined to facilitate implementation.

Participated in the design of several state-of-the-art coastal shoreline stabilization structures, conceptual marina layouts, channel docking facility requirements, and shorefront timber deck and pile support systems for various public and private interests.

Performed statistical wave transformation analyses at the entrance to Oceanside Harbor in Oceanside, CA to determine the number of days and hours per month the significant wave height exceeded a given threshold value. This information was then utilized by the Los Angeles District Army Corps of Engineers to set guidelines as to the number of days per month maintenance dredging and other marine construction within the entrance channel can be considered to be operational.

Investigated alternate beach materials for the nourishment of south Florida beaches. The study tasks included performing an extensive literature survey regarding the utilization and implementation of Bahamian Oolitic Aragonite sediment, and conducting laboratory experiments to determine and compare the sediment transport rates, profile equilibration, and nourishment planform evolution of aragonite and comparable quartz sands. At the conclusion of the project, a report was submitted and a formal presentation was conducted at the Florida Bureau of Beaches and Coastal Systems, Department of Environmental Protection, detailing the findings of the study.

Developed a hurricane prediction model to determine the storm related damage and erosion potential impacting the Florida Gulf Coast. The project entailed a numerical model formulation including the integration of shoreline and hurricane data. Damage and erosion prediction simulations were conducted for 13 historical hurricanes and were compared to actual post storm conditions.

Performed land-based beach profile surveys and analysis of Sanibel Island and Lovers Key in Lee County, Florida. The project required the determination of the position of the mean water line throughout both municipalities.

AVERY J. MILLER
Senior Structural Engineer

EDUCATION

University of California at Berkeley, B.S., 1966
Civil Engineering
University of California at Berkeley, M.S., 1967
Structural Engineering

REGISTRATION

Structural Engineer	California No. 2041
	Hawaii No. 7870
Civil Engineer	California No. 20577
General Contractor	Classes A and B No. 500491

EXPERTISE

Mr. Miller is a registered structural engineer with expertise in the field of bridges, heavy construction, marine and offshore. Mr. Miller specializes in developing simple solutions to difficult, unique construction problems; design of falsework, shoring and temporary bracing; design of jacking systems, rigging and heavy lift equipment; design, inspection and renovation of cranes and heavy equipment; failure investigation and damage repair; and marine, waterfront and offshore construction.

EXPERIENCE

Mr. Miller's project experience includes the following:

Seismic Retrofit:

Oakland City Hall, Oakland, CA
US Court of Appeals Building, San Francisco, CA
I-101/280 Interchange, San Francisco, CA
Shoring and repair of I-80, I-580 and I-980 following the Earthquake of October 17, 1989
Veterans Medical Center, Long Beach, CA
Lawrence Welk Champagne Tower, Santa Monica, CA
808 Wilshire Boulevard, Santa Monica, CA

Bridge and Marine:

Exxon Oil Spill clean-up at Valdez, Alaska
Design of the Testing Frames for the Cypress Structure, Oakland, CA
Construction of the Burlington Northern Railroad Bridge, Portland, OR
Construction of Guadalupe Corridor Project, San Jose, CA
Construction of Highway 4 and BART Extensions, Concord-Antioch and Castro Valley, CA

Marine Terminal and Piers:

CONOCO Wharf Design, Long Beach, CA
WICKLAND OIL Terminal Renovation, Hercules, CA
US Navy Ship Load Pier Design, Port Chicago, CA
Floating Ferry Terminal Design, Seward, Alaska
Container Crane Dock Construction, Oakland, CA

Finger Pier Renovations, San Francisco, CA
Ferry Dock Construction, San Francisco, CA
Supply Boat Pier Design, Carpinteria, CA
Scripps Pier Construction, La Jolla, CA
Santa Monica Pier Construction, Santa Monica, CA
Breakwater at Port Hueneme, Port Hueneme, CA
Broadway Pier Reconstruction, San Diego, CA
Bar Pilots Project at Pier 9, San Francisco, CA
Damage Repair at Pier 50, San Francisco, CA
Sausalito Ferry Dock Damage Assessment, Sausalito, CA
Seawall Failure Analysis, Kodiac, Alaska
Shell Oil Co. Trestle Renovation, Avon, CA
Belmont Drilling Island Renovation, Los Angeles, CA
Dolphin Repair at Refinery, Ferndale, WA

Offshore Platforms:

Valdez Terminal, Alaska
HONDO Platform, California
HONDO SALM, California
HONDO O.S.T. Tanker, California
HONDO Mooring Yoke
Platform Grace, California
Esther Island, California
Belmont Island, California
North Rankin, Australia
Platform Beta, California
SAMS, North Slope
Platform Edith, California
THISTLE, North Sea
Ninian Southern, North Sea
Ninian Northern, North Sea
Ninian Central, North Sea
Belco Jackets, Peru
Maui A, New Zealand
Early Chevron Jackets
AMOCO Baker, Alaska

Some noteworthy past projects include the replacement of the suspender ropes on the Golden Gate Bridge, installation of Platform Esther, construction of Fremont Bridge, construction of the SKYCATCH A-FRAME at Hunters Point, and the construction of the NASA WIND TUNNEL NON-RETURN LEG at Moffett Field.

A measure of the degree of trust and responsibility given to Mr. Miller is indicated in his performance of projects such as the replacement of the suspender ropes for the Golden Gate Bridge, erection of many major bridges, engineering of offshore and onshore lifts as heavy as 7000 tons, handling of PCB-filled transformers, and handling of large pieces of specialized equipment in industrial facilities.

Mr. Miller was previously employed by EARL & WRIGHT Consulting Engineers for sixteen and one half years. His experience included the design, construction, and modification of large floating cranes and offshore vessels; erection and repair of many major bridges; design and construction of large marine projects; and traditional design and analysis.

THOMAS J. FISCHETTI
Senior Structural Engineer II

EDUCATION

California Polytechnic State University, San Luis Obispo, California, B.S., 1981
Architectural Engineering
California Polytechnic State University, San Luis Obispo, California., 1981
Applied Mathematics (Independent Studies)

REGISTRATION

California, Civil Engineer, RCE 39539
Alaska, Civil Engineer, CE 7052
Washington, Professional Engineer, 0027570

EXPERTISE

Mr. Fischetti has over 19 years experience in civil and structural engineering, project management and scheduling. His civil/structural design experience encompasses preparation of calculations and construction documents for residential, industrial and public works projects. His project management experience encompasses strategic, operational and technical support roles, with major emphasis in production of the project network for the baseline schedule, and data maintenance / reporting for cost and schedule controls. His work has given him extensive familiarity with maintenance and utilization of PC application software (including civil/structural design applications, database, word processing, spreadsheet, financial, CAD, and project management: Primavera, MS Project, and hardware configurations for scanning, printing, plotting, and communications.

EXPERIENCE

Project Manager, Lead Civil Engineer and Lead Structural Engineer for the San Luis Obispo Water Reuse Project. Treatment and distribution facilities were designed and constructed for the $13.6M project to allow the City of San Luis Obispo to deliver reclaimed water to agricultural, recreational and industrial users.

Project Manager/Civil Engineer for design of a $3.6M tilt-up concrete, nine-bay truck maintenance shop and site improvements for the City of San Diego Vehicle Maintenance Facility.

Project Engineer for Central Coast Water Authority (CCWA) assigned to the State Water Project constructed through San Luis Obispo and Santa Barbara counties. Managed the planning, design, construction and start-up of a 140 mile potable water pipeline, water treatment plant and pump station. Responsibilities included review of civil design calculations and drawings, schedule and cost control to insure timely and effective completion of project activities; identifying problems, alerting parties affected or involved in potential cost or schedule variances; following up to resolve cost or schedule issues.

Project manager for CCWA for many contracts associated with planning, design and construction of major water supply projects including:

Polonio Pass Water Treatment Plant Polonio Pass, California	• Assisted in administration of design and construction contracts for 43 MGD conventional water treatment plant • Constructability reviews and progress inspections
CCWA Aqueduct Extension Santa Barbara County, California	• Alignment, right-of-way acquisition and administration of design and construction contracts for 40 mile pipeline project • Administration of design and construction contracts at 2 microtunnel river crossings • Structural analysis of bridge modifications to support pipeline crossing at Santa Ynez River • Constructability reviews and progress inspections

Mission Hillls Aqueduct Extension San Luis Obispo and Santa Barbara Counties, California	• Alignment, right-of-way acquisition and administration of design and construction contracts for 28 mile pipeline project • Investigation and structural analysis of pipeline following contractor's field modification

Design and structural engineering for a variety of projects. Responsibilities included 3-D finite element analysis, design, and preparation of contract documents and submittals for industrial, commercial, residential and public works projects for equipment manufacturers, contractors, and public and private owners. Structures utilized a variety of construction materials (wood, concrete, masonry, steel and aluminum). Specific project assignments included:

South Bay International WWTP San Diego, California	• Structural design and working drawings of multi-story scrubber platform • Structural design of equipment and tank anchoring systems • Structural design of supports for plant piping (gravity and seismic loading)
North City Water Reclamation Project San Diego, California	• Structural design of supports for mechanical ducts • Structural design of supports for plant piping (gravity and seismic loading)
Pennesquitos Trunk Sewer San Diego, California	• Structural design of pump anchors and support pads
Brackish Water Treatment Facility Port Hueneme, California	• Structural design of steel frame supports for plant piping • Structural design of equipment frames and anchors
Sacramento Wastewater Treatment Plant Sacramento, California	• Structural analysis and investigation of construction deficiencies in oxidation tanks
Imperial Irrigation District Hydroelectric Generation Facilities	• Overhead crane designs (new equipment and remedial repairs for existing equipment)
Alverado Water Treatment Plant San Diego, California	• Structural design of fabricated steel pipeline bulkhead
Point Loma Wastewater Treatment Plant San Diego, California	• Structural analysis and recommendations for backfilling underground lift station vault • Structural design of supports for plant piping (gravity and seismic) • Structural design of pump anchors and support pads

Project Schedule Engineer for the Santa Ynez Expansion Project. Responsible for development, implementation, and maintenance of commissioning and startup schedule for Platform Heritage.

Project Cost / Schedule Controls Consultant to US Army Corps of Engineers, Los Angeles District to age and develop Project Management Plans for architectural and civil works construction projects. Directly involved with thirteen individual delivery orders; significant projects completed including

River Mainstream Flood Control Project - First Revision of the Project Management Plan	• Modifications conforming to current Federal acquisition and engineering regulations, as well as the development and implementation of a Public Awareness Program scheduled on Primavera software (Construction Value: $1.4 Billion).
Nogales Wash and Tributaries Flood Control Levee	• Project Management Plan (Construction Value: $8M).
Project Management Plan Handbook	• Prepared guideline procedures to operationalize production of Project Plans. The handbook contained pre-developed (i.e. "generic") schedule networks, work breakdown structures, organizational breakdown structures ad custom report specifications written on Open Plan personal computer software

Principal Civil Engineer responsible for preparation of civil and structural engineering designs and construction documents for architectural and civil works projects in Alaska including Soldatna Medical Clinic, Valdez College Renovation, and design and construction management of various projects at twenty-six facilities throughout the state of Alaska for the US Postal Service.

Engineering Manager for commercial and residential design / build projects. Responsible for production of civil and structural engineering design and drawings, and the coordination of all other architectural engineering disciplines. Also, implemented and managed personal computer based project estimating/costing system.

Structural design of a multi-billion dollar refinery project with modules constructed in Japan and shipped to Saudi Arabia. Established modeling techniques and input forms to streamline structural analysis. Developed, documented, and trained a mainframe database application to compute the center-of-gravity of each module.

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction
Tau Beta Pi Engineering Honors Fraternity
Beta Kappa Phi Honors Fraternity

HONORS

Valedictorian—Architectural Engineering Class of 1981—Cal Poly, SLO
President Honor Certificates (1979, 1980, 1981)
Kiwanis Club Scholarship; Atlantic Richfield Scholarship

TRACY STOFFERAHN
Staff Engineer I

EDUCATION

B.S., Florida Institute of Technology
Ocean Engineering

REGISTRATION

2000/Engineer In Training

EXPERTISE

Ms. Stofferahn graduated from Florida Institute of Technology with a degree in Ocean Engineering. Her primary focus of study was coastal engineering and nearshore processes with an emphasis in the design of coastal structures, ports and harbors, and beach nourishment. While attending college, Ms. Stofferahn completed a seven-month cooperative work program within the Project Management department of the U.S. Army Corps of Engineers, Jacksonville District. During that time, she was involved overseeing a variety of beach erosion, dredging, and tidal inlet improvement projects in Florida. Ms. Stofferahn also has specialized expertise in the design and application of GIS databases using PC based ArcView software.

EXPERIENCE

- Project Manager on a coastal engineering analysis for Swift Slip in Newport Beach
- Preparation of construction plans for dredging and design of the National City Marina for the Port of San Diego.
- Prepared a monitoring report for the Exxon Mobile Oil Piers
- Prepared am Engineering and Feasibility report for Lake Elsinore Boat Launch Facility.
- Preparation of construction plans for the Sausalito Yacht Harbor.
- Permit preparation for the Town of Corte Madera for a pump station and outlook structure within the marsh area of San Francisco Bay.
- Wave runup analysis for the San Onofre inlet stabilization and storm damage reduction study.
- Wave runup analysis to support design of shoreline protection features at Point San Quentin.
- Coastal engineering analysis for the Corps of Engineers' San Clemente, Encinitas, and Solona Beach Reconnaissance Storm Damage Reduction studies.
- Coastal engineering analysis and plan formulation studies for the City of San Buenaventura Surfers Point Managed Plan for Shoreline Retreat project.
- Preparation of construction plans for dredging and beach nourishment for the San Diego Association of Governments (SANDAG) Regional Beach Nourishment Project.
- Data management for the LA-3 Dredge Material Ocean Disposal Site Designation study using ArcView/GIS.
- Assistant project manager for the following federal shore protection projects administered by the U.S. Army Corps of Engineers, Jacksonville District:
  - Nassau County
  - Fort Pierce
  - Indian River County
  - Pinellas County (Sand Key, Treasure Island, and Long Key)
  - St. John's County
  - Martin County
- Assistant project manager for the St. Lucie Inlet, Florida channel deepening and jetty modifications.

DUANE E. MADDUX
Senior Surveyor Engineer

EDUCATION

Lowell Institute, B.S. 1958
Electrical Engineering

REGISTRATION

- California, Control Systems, 1974, Reg. #CS002409

EXPERTISE

Mr. Maddux has over 35 years of multi-disciplined project technical experience in marine geophysical and hydrographic survey programs for federal, state and local government agencies, as well as for the petroleum industry, and private sector engineering firms. He has managed numerous projects which included design and construction of specialized instrumentation systems for geophysical, geotechnical, and engineering investigations. Mr. Maddux holds ACSM Certification as both an inshore and offshore hydrographer, and a USCG license to operate vessels carrying up to six passengers.

EXPERIENCE

As Principal Engineer of Scientific Services, Mr. Maddux managed numerous reservoir sedimentation surveys, hydrographic and topographic surveys, shallow geophysical hazards surveys, and pre-dredging soil sampling programs with vibracore sampling equipment

Managed more than 50 hydrographic, and topographic surveys, and marine geophysical investigations for the U.S. Navy along the west coast of the U.S.
As Senior Project Engineer at Woodward-Clyde Consultants (WCC), Mr. Maddux was operations manager of the geophysical section and environmental division for WCC's western region. He managed numerous geophysical and hydrographic surveys in the coastal California area, as well as inland waters. Mr. Maddux conducted several marine sediment and soil sampling programs with vibracore and dart coring equipment he designed and constructed.

Managed several waste outfall monitoring programs, including Southwest Ocean Outfall at San Francisco, City of Oceanside Outfall for a period of six years, and Encina and San Elijo Outfalls for San Diego County.

In 1982, Mr. Maddux conducted the first underwater inspection ever done on the Golden Gate Bridge in San Francisco, California. Specially designed remote video systems were utilized to determine conditions of the piers and fenders of the forty-seven year old bridge. In 1983, he worked with a U.S. Navy Task Force conducting the search for KAL Flight 007, utilizing deep water geophysical techniques and instrumentation. In 1986, Mr. Maddux worked with the U.S. Navy Salvage Office for 8 months on the search and recover of Challenger III.

Mr. Maddux designed, constructed and installed a multi-point water quality monitoring system in man-made lagoons adjacent to Lake Tahoe, California. He devised the measurement techniques for a major water quality monitoring program for the City and County of Honolulu, Hawaii, in that City's efforts to define conditions prior to major sewage outfall construction. As manager of a project for the construction of a radiotelemetry data acquisition system for the Mohole project, he was responsible for complex coordination activities between major construction firms and the National Science Foundation.

As Principal Engineer of Scientific Services, Mr. Maddux conducted more than 100 relevant hydrographic surveys and marine geophysical investigations for marine construction and dredging projects.

In 1994 Mr. Maddux was project manager for Scientific Services participation in the dredging project for the Quaywall and Turning Basin at the carrier basin NASNI, San Diego. The project entailed hydrographic and topographic surveys and marine geophysical investigations, as well as calculations of dredgeable material volumes in the channel approaches and turning basin.

Project manager for over 800 nautical miles of survey lines for a hydrographic survey and an eelgrass inventory using digital side scan sonar of all San Diego Bay for the Navy.

In 1993, he was project manager for a survey of the entire Long Beach Naval Station, which consisted of a precision hydrographic survey, and horizontal and vertical surveys to tie the Long Beach Naval Station co-ordinate system to California Lambert State Plane co-ordinates.

In 1991, Mr. Maddux was project manager for a precision hydrographic survey and dredge volume calculations for the preparation of bid documents for maintenance dredging of the San Diego main channel and Naval Station.

Project manager for a marine geophysical and hydrographic survey of the Deperming Area at the Navy Submarine Base in San Diego. This project included vibracore and rotary core sampling for geotechnical purposes.

Mr. Maddux is continually upgrading the data processing systems and graphics capabilities of the firm, with advance system networks, and modern high speed software programs.

PROFESSIONAL AFFILIATIONS

Society of American Military Engineers (SAME)
American Congress on Surveying and Mapping (ACSM)

PROFESSIONAL RECOGNITION

Certificate of Appreciation for Outstanding Performance on Search and Recovery of Challenger III, NASA - 1987

J. ORIN JEWETT
Surveyor II

EDUCATION

University of Alaska, B.S., 1958
Mathematics

REGISTRATION

Alaska, Registered Land Surveyor, 1974, Reg. #1789-S

EXPERTISE

Mr. Jewett has gained an extensive amount of experience during the past 16 years in conducting hydrographic and marine geophysical surveys including survey control, AutoCAD data processing and mapping, and volume computations in the North Sea, Alaska, Santa Barbara Channel, Long Beach, and San Diego areas. He has developed computer techniques and software for the precise location of marine structures, pipelines, survey vehicles and surface vehicles.

EXPERIENCE

Responsible for setting and maintaining navigation networks along the coast of California and in numerous inland water areas, ensuring the networks are properly tied to the California Lambert Coordinates and other grid coordinate systems. He has modernized range-range and range azimuth positioning systems, and integrated short baseline systems into their navigation equipment and software.
Worked on, or managed numerous hydrographic surveys, and been responsible for updating automated hydrographic data acquisition software to work with differential global positioning systems (DGPS) hardware. He has also modernized data acquisition systems and software to enhance data collection and post plotting procedures.

Mr. Jewett has performed numerous hydrographic and marine geophysical surveys within the Long Beach and San Diego areas during the past five years in which he provided survey control, data processing and mapping services. Some of these projects include:

- Vibracore sediment sampling program in the Tijuana River Delta for the City of San Diego.
- Hydrographic survey of entire Long Beach Naval Station for the Navy.
- Hydrographic surveys and dredge volume computations for turning basin and carrier quaywall at NASNI, San Diego for the Navy.
- Hydrographic, topographic and marine geophysical surveys at the San Clemente Island Wilson Cove Pier for the Navy.

- Hydrographic survey and eelgrass inventory using side scan sonar of all San Diego Bay for the Navy.
- Precision underwater survey to locate 91 discreet points in the Electromagnetic Roll Garden at the Navy's San Diego Submarine Base.
- Hydrographic and marine geophysical surveys of Long Beach Outer Harbor for Disney Corp.
- Hydrographic survey and dredge volume calculations of the San Diego main channel and Naval Station for the Navy.
- Hydrographic survey and dredge volume calculations for new Pier 6 at the Continental Maritime, Inc. San Diego Shipyard.

As construction surveyor for Reidel International, he was responsible for the as-built construction inspection of a seawall constructed at Fisherman's Wharf, San Francisco.

While with Meridian Ocean Systems, Mr. Jewett assisted in the development of the navigational capabilities. He was solely responsible for selecting, modifying, and developing navigational equipment and software for integration into a complete navigation package based on a microwave range/range system and small Hewlett Packard computer.

As a hydrographic surveyor and software specialist at D.J. Herriot, he conducted numerous hydrographic and geohazard surveys for petroleum firms operating in the North Sea. He also served as a land surveyor in the construction and installation of steel and concrete oil platforms.

GLENN GIBSON, JR.
Construction Manager

EXPERTISE

Mr. Gibson provides construction management, supervision, cost estimating, and inspection services to owners, engineers and contractors involved in marine and offshore construction projects.

EXPERIENCE

Worked for contractors up to 1984. Pertinent marine related work included:

- Resident engineer for a major shiplift in Los Angeles Harbor
- Project manager for rigging and setting loaded modules on barges and hauling them from Washington to Alaska
- General manager for a marine construction company responsible for engineering, estimating, administration, equipment selection, and operations for wharf and pier construction, pile driving, dredging, marine salvage, offshore platform and pipeline construction, etc.
- General superintendent for the marine division of a California based construction company. In charge of all estimating, scheduling and operations for marine construction projects.
- Built and modified dredges and dump barges.

Since 1984 Mr. Gibson has consulted with owners, engineers, and contractors on marine construction projects. He has provided constructability reviews and construction cost estimates for piers, wharfs, dredging projects, bridges and related structures. Pertinent marine work has included:

- Pier 40 pre-dredge inspection, San Francisco
- Piers 12, J-K, San Diego Naval Station
- U.S. Coast Guard Piers, Alameda and San Pedro
- Dredge Disposal Site Reconfiguration, San Leandro
- Pier J Expansion Project, Long Beach

Mr. Gibson has provided constructability analysis and cost estimating on several jobs for Noble Consultants, Inc. These include:

- Evaluation of performance characteristics for various dredging and disposal equipment.
- Costs of various dredging and disposal methods.
- Costs to process and remove dredged material from an upland site.
- Constructability analysis and cost estimates for shore protection, breakwaters, piers, wharves, and dock structures.

JAMES E. READ
Senior Construction Inspector

EDUCATION

Oregon State University, B.S.
Geology

EXPERTISE

Mr. Read has over 35 years of construction experience as a materials engineer and project manager/construction inspector specializing in marine engineering projects

EXPERIENCE

During the past two years while employed by Noble Consultants, Mr. Read has been the resident field inspector for the repair to the City of San Buenaventura Pier, for the construction of a new steel sheet pile/concrete cap anchored bulkhead at Seadrift Estates, Stinson Beach, and for the rehabilitation of the ocean front stone revetment seawall along Seadrift Estates.
Materials testing and inspection of all materials used in the construction of several piers, buildings, roads and grain elevator on the San Francisco Waterfront. Prepared material specifications and methods of material application. Materials included pre-stressed concrete piles and panels, sheet piles, protective coatings, treated wood piling, asphalt and concrete pavements, miscellaneous metals, galvanizing, paints, epoxy materials and other construction materials.

Port of San Francisco projects included Piers 27, 94, 96, 80, 19-23, Ferry Building deck, Islais Creek Grain Elevator, Cargo Way, Arthur Way, The Promenade.

Project Manager for installation of pile protective system for wood piling in Fisherman's Wharf, Piers 48, 1, 50, 70 and the Ferry Building.

Project Manager for installation of Pier 1-1/2 Ferry Slip.

Project Manager for Piers 94, 96, and 98 landfills.

RICHARD W. PARSONS

EDUCATION

University of Southern California, M.S., 1973
Planning
University of Southern California, M.S., 1973
Public Administration
Bucknell University, B.S., 1966
Business Administration

EXPERIENCE

Richard W. Parsons has over 20 years of professional experience in Port and Harbor Administration. He understands the complexities involved in successfully designing, building, operating and maintaining mixed use waterfront facilities with such components as municipal piers, commercial fishing, recreational marinas, restaurants, retail stores, hotels, yacht clubs, and boat yards. He has a thorough understanding of government funding resources to effectively further projects. His capabilities include the successful integration of a wide range of public and governmental priorities into project design. In addition, Mr. Parsons has been involved in all aspects of agency requirements and permit procurement and over the years developed working relationships with many agency representatives.

Mr. Parsons served as General Manager of the Ventura Port District, and independent agency established by the California Harbors & Navigation Code, for 14 years. In this role, he was responsible for obtaining over &17.5 million in congressional funding for ongoing harbor dredging as well as &7.7 million for a navigation improvement project. In addition, he served as the Harbor Director for the City of Redondo Beach for six years. Mr. Parsons is a retired Commander in the U.S. Coast Guard Reserve and while on active duty served as the Commanding Officer of LORAN Station, Marcus Island.

Selected experience for Mr. Parsons includes:

- Dredging Program manager, City of Ventura and the Ventura Port District Achievements included securing $15 million to support dredging operations.
- Coordination of Ventura Harbor operations. Components of this 275-acre facility included 1,500 leased boat ships and eight restaurants. Also oversaw operations for commercial fishing facilities, retail stores, a hotel, yacht clubs, and boat yards.
- Coordination of planning and permitting processes for all capital improvement projects; Ventura Port District.
- Financing and regulatory permitting for removal of over 12,000,000 cubic yards of dredged material from the Ventura Harbor, considered to be the most dangerous harbor entrance channel in Southern California. Required coordination with the U.S. Army Corps of Engineers, California Coastal Commission, Water Quality Control Board, and the APCD as well as various other environmental and citizen groups.
- Harbor Director, King Harbor Facility, City of Redondo Beach, CA. Administration and coordination for a harbor facility composed of 1,600 boat slips, 24 restaurants, hotels, apartments, and retail stores. Responsibilities included direction of all land and water leased areas including the Redondo Beach Municipal Pier, Harbor Patrol and other City facilities.

PROFESSIONAL AFFILIATIONS

Member and Past Chairman, California Marine Affairs and Navigation Conference Board Retired Commander U.S. Coast Guard Reserve.

NOEL DAVIS, PH.D.
MARINE BIOLOGIST/WETLANDS SPECIALIST

Dr. Davis has more than 25 years of experience in managing estuarine, freshwater, and oceanographic environmental studies. She is responsible for managing the aquatic and marine portions of EIRs, EISs, and EAs for both onshore and offshore projects. She has more than 25 years of experience in conducting marine studies and is also responsible for wetlands and water quality assessments in conjunction with 404 Permit evaluations and environmental reports.

EDUCATION

Ph.D., Biological Oceanography, Scripps Institution of Oceanography (Dissertation Topic: Studies of the Southern California Nearshore Sand Bottom Community)

B.A., Zoology (magna cum laude, Phi Beta Kappa, Highest Honors in Zoology, Special Undergraduate Research Award), University of California, Los Angeles

REGISTRATIONS, CERTIFICATIONS, AND AFFILIATIONS

- Certified by the U.S. Fish and Wildlife Service in Habitat Evaluation Procedures (HEP) – 1989
- Certified as a Wetlands Delineator by the U.S. Army Corps of Engineers in its Wetlands Delineator Certification Demonstration Project – 1994
- Society of Wetland Scientists
- Los Angeles County Environmental Review Board

PROFESSIONAL EXPERIENCE

- **EIS/EIR for Ballona Creek Sediment Control Management Plan – U.S. Army Corps of Engineers, Los Angeles District.** Project manager for an EIS/EIR that analyzed the impacts of strategies to control the deposition of contaminated sediment from Ballona Creek at the Marina del Rey harbor entrance. Sediment from Ballona Creek discharges shoals the south entrance to Marina del Rey harbor. Dredging of these sediments is hampered by the difficulty of finding a suitable place to dispose of contaminated sediments. Alternatives to reduce the deposition of Ballona Creek sediments included construction of an in-stream sediment basin in Ballona Creek and extension of the Marina del Rey middle jetty to deflect sediment away from the harbor.

- **Permitting for Pipeline Maintenance Project in Bolsa Chica Wetlands – The Southern California Gas Company.** Project Biologist responsible for coordination and documentation to obtain a Coastal Development Permit from the California Coastal Commission, a Section 1603 Streambed Alteration Agreement from the California Department of Fish and Game, a Nationwide Section 404 Permit from the U.S. Army Corps of Engineers, and a Waiver of Section 401 Water Quality Certification for maintenance of a gas pipeline within the Bolsa Chica wetlands.

- **Estuarine Invertebrate Sampling in the Ballona Wetlands, Los Angeles County – Impact Sciences.** Responsible for sampling benthic invertebrate populations at eight stations in the tidal channels of the Ballona Wetlands, a remnant salt marsh in Los Angeles County. Sediment samples were taken with hand-held cores passed through a one-millimeter sieve, and all invertebrates retained on the sieve were identified to the lowest possible taxonomic category. The report compared the results to previous studies in the Ballona Wetlands.

- **Eelgrass and Kelp Mapping and Mitigation Plan for Morro Bay Breakwater Repair Project – U.S. Army Corps of Engineers, Los Angeles District.** Mapped eelgrass and kelp resources that might be affected by

repair of the south breakwater of Morro Bay Harbor. A mitigation plan to transplant eelgrass and kelp to offset project impacts was developed.

- **Scoping of CEQA Compliance and Permitting Issues for an Ocean Desalination Facility, Southern Orange County – Municipal Water District of Orange County.** Project Manager for a study to investigate major issues and information needed to prepare CEQA documentation and acquire permits to construct an ocean desalination facility for south Orange County in Dana Point. The proposed desalination plant would withdraw water from the ocean near Dana Point and discharge brine back to the ocean either through an existing sewage wastewater outfall or a separate outfall. Major issues included the impacts of entrainment and impingement in the intake on marine life, the impacts of brine discharge on kelp beds and other sensitive marine habitats, and the visual impacts of the plant.

- **Biological Surveys of the LA-3 and LA-2 Dredged Material Ocean Disposal Sites – Los Angeles District Corps of Engineers.** Project Manager responsible for marine biological surveys of the LA-3 Dredged Material Ocean Disposal Site in 1,300 feet of water off Newport Beach and the LA-2 Dredged material Ocean Disposal Site in 450 feet of water off the Port of Los Angeles. The study consisted of both winter and spring surveys. The survey included grab samples for invertebrates, otter trawls, and marine mammal and seabird observations.

- **Biological Survey and Review of Reports for TyCom Transpacific Submarine Fiber-Optic Cable Project off Hermosa Beach, California – Jones and Stokes, Under Contract to TyCom.** Participated in SCUBA and ROV marine biological surveys of the proposed fiber optic cable route. The purpose of the survey was to identify sensitive underwater habitats along the route. Acted as a reviewer for all marine biological survey and impact reports.

- **EIR/EIS for Bolsa Chica Lowlands Restoration Project – California State Lands Commission.** Project Manager for the preparation of the EIR/EIS for the Bolsa Chica lowlands restoration project. This project proposes to restore tidal flow to 880 acres of a remnant tidal wetland in southern California. Six alternatives for wetlands restoration were analyzed in equal detail. Key issues included impacts of a proposed ocean inlet on coastal processes, impacts of storm flows from a major flood control channel on biological resources and water quality, and impacts and benefits of various restoration schemes to biological resources.

- **Biological Constraints Survey at Seal Beach Naval Weapons Station – Moffatt and Nichol Engineers.** Project Manager for a biological constraints survey to determine sensitive biological resources that might be affected by beach replenishment alternatives for Seal Beach. An underwater survey was performed to map eelgrass in Anaheim Bay, and a reconnaissance-level terrestrial biology survey was completed to identify sensitive species that might be affected by the proposed project.

- **Stormwater Testing of Ballona Creek – Maguire Thomas Partners.** Project Manager for a program to evaluate the quality of stormwater in the Ballona Creek Flood Control Channel in Los Angeles. Designed a program to sample water in the Ballona Channel immediately following rain events. Samples were collected at different depths in the water column and analyzed for temperature, dissolved oxygen, salinity, pH, nutrients, dissolved and suspended solids, and a suite of organic and inorganic contaminants.

- **Fish Survey of Mitigation Site in Queensway Bay – Psomas and Associates Under Contract to the City of Long Beach.** Project Manager for a survey of a mitigation site at the location of the former Golden Shores Launch Ramp in Queensway Bay. The site was created as mitigation for impacts to Shoreline Lagoon. Four stations were surveyed by replicate beach seines. All fishes were identified to species.

- **EIR/EA for BEACON Sand Replenishment Project – Beach Erosion Authority for Control Operations and Nourishment (BEACON – A Santa Barbara County Joint Powers Authority).** Project Manager for the EIR/EA that analyzed the feasibility and environmental impact of various methods of sand replenishment, including trucking in sand, at several beaches in Santa Barbara County. Environmental impacts on local

communities, marine resources, land use, recreation, and sediment transport on local areas from Goleta to Oxnard were evaluated.

- **Impacts of Caltrans Operations on Nearshore Marine Communities in Malibu – Subconsultant to Coastal Resources Management Under Contract to Caltrans.** Scientist/Diver on study to determine the impacts to marine life of sediment piled along the Pacific Coast Highway between Latigo Point and Temescal Canyon as a result of Caltrans operations. A series of underwater transects were established along the coast. Quantitative assessments were made of nearshore marine life to compare marine communities in areas where sediment entered the ocean to unaffected control areas.

- **EA for Santa Monica Breakwater – Los Angeles District Corps of Engineers.** Task Manager for marine biology and water quality sections of the EA, which included a comprehensive discussion of the water and sediment quality and marine resources of Santa Monica Bay.

- **Sampling and Analysis of Sediment Water and Elutriates from Marina del Rey – Los Angeles District Corps of Engineers.** Project Manager for design and implementation of a sampling program to evaluate the physical, biological, and chemical characteristics of sediment, water column, and elutriate samples collected from Marina del Rey Harbor's entrance channel. Samples collected by our dive team were prepared and analyzed by an independent chemical laboratory for heavy metals, chlorinated pesticides, PCBs, oil and grease, total organic carbon, and free sulfides. Two samples were also analyzed for total and fecal coliforms.

- **Preconstruction Baseline Report of Biological Monitoring Program for Oceanside Experimental Sand Bypass Program – Los Angeles District Corps of Engineers.** Project Manager for program to sample fishes and invertebrates offshore Oceanside Harbor. This program was part of the baseline for the Corps' proposed sand bypass project. Fieldwork included core sampling for invertebrates, trawling and gill netting for fishes, and scuba surveys.

- **Addendum to EIR for BEACON Beach Nourishment Demonstration Project – BEACON.** Project Manager for preparation of an addendum to the EIR for the BEACON Beach Nourishment Demonstration Project. The addendum focused on the current condition of marine biological resources near alternative receiver beaches at Goleta and Padaro Lane. The nearshore environment off these beaches was surveyed by SCUBA diving. The need for beach replenishment at alternative receiver beaches was also addressed in the addendum.

- **Marine Biology Study and Mitigated Negative Declaration for BEACON South Central Coast Beach Enhancement Program – Subcontractor to Moffatt & Nichol under Contract to BEACON.** Project Manager for environmental documentation for BEACON's proposed beach enhancement program. BEACON proposes to use opportunistic sources of sand for beach nourishment in Santa Barbara and Ventura Counties. Biological resources were surveyed by SCUBA diving at six proposed beach receiver sites. A mitigated Negative Declaration was prepared that addressed all impacts of BEACON's proposed beach nourishment program.

- **Marine Biological Sampling Off Surfside Sunset – Los Angeles District Corps of Engineers.** Project Manager for an invertebrate and fish collection program offshore Sunset Beach. This program involved seasonal invertebrate collection, diver transects, other trawls and gill net samples to determine impacts of taking sand from an offshore borrow pit for sand replenishment at Sunset Beach.

- **Environmental Evaluation for Los Angeles County Shore Protection Measures – Los Angeles District Corps of Engineers.** Project Manager for an environmental evaluation of shore protection and storm damage reduction alternatives along the shores of southern California from Point Mugu to the San Pedro Breakwater.

- **Analysis of Impacts of Dredge Material Disposal Downcoast from Ventura Harbor – Los Angeles District Corps of Engineers.** Project Manager for a program to determine the impacts to marine life of disposal of

dredged material from maintenance dredging of Ventura Harbor. Benthic invertebrates and fishes were sampled before and after the disposal of dredged material just downcoast from the harbor. Statistical analysis was performed to identify impacts on benthic communities.

- **Marine Biological, Chemical and Oceanographic Survey of the North Energy Island Pit in Long Beach Harbor – Los Angeles District Corps of Engineers.** Project Manager for two-season survey of the North Energy Island Pit in the eastern portion of Long Beach Harbor. The scope of work included physical, chemical, and biological analysis of the sediments, water column chemistry and physical measurements, and biological observation by scuba diving. The baseline biological, chemical, and oceanographic conditions in eastern Long Beach Harbor were described and the impacts of using the North Energy Island Pit for dredged material disposal were discussed.

- **Wildlife Survey of Zuma Creek Mouth – Psomas and Associates.** Responsible for a reconnaissance-level wildlife survey of the mouth of Zuma Creek. A species inventory was prepared, and the potential for the habitat to support sensitive species, including the tidewater goby, was assessed.

- **Monitoring of Benthic Invertebrates Near the Ballona Wetlands Flapgates – Los Angeles Department of Public Works.** Benthic invertebrates were monitored as a measure of habitat quality to ensure that installation of new flapgates from the Ballona Wetlands into the Ballona Channel did not result in degradation of the wetlands. The diversity of the benthic invertebrate community was used as an indicator that seawater was leaking through the flapgates, and that the habitat values present before the new flapgates were installed were being maintained.

- **Biological and Archaeological Surveys and Regulatory Agencies Permit Processing – City of Laguna Hills.** Project Manager for biological and archaeological studies and permitting associated with development of a piece of property for the City of Laguna Hills Community Center. Wetlands habitats were evaluated on the property, developed a conceptual mitigation plan, and obtained a Section 404 Permit, a Streambed Alteration Agreement, and 401 Water Quality Certification.

- **EIR for Playa Vista Project – Maguire Thomas Partners.** Coauthor of the biological impacts section for the Playa Vista Project, an approximately 957-acre parcel in the Marina del Rey area proposed for development as a marina, office, and resort, including medium- and high-density residential development. An important issue was the assessment of biological impacts of restoring the 209-acre Ballona Wetlands, a parcel adjacent to the marina channel that was proposed for development into a wildlife preserve.

SELECTED PUBLICATIONS

1996 (with E. Laychak) "Deepview Subsurface Mapping Survey: The Private Sector Practices Integrated Coastal Management." In Bigford, T.E. and R.H. Boyles ed. Seeking Balance: Conflict Resolution and Partnership *Proceedings of the Fifteenth International Conference of the Coastal Society July 14-16, 1996 Seattle, Washington.*

1988 (with J.G. Morin, J. Kastendiek, and A. Harrington) "Organisms of a Subtidal Sand Community in Southern California." *Bull. So. Calif. Acad. Sci.* 87:1-11.

1985 (with J.G. Morin, J.E. Kastendiek, and A. Harrington) "Organization and Patterns of Interactions on a Subtidal Sand Community on an Exposed Coast." *Mar. Ecol. – Prog. Ser.* 27:163-185.

1982 (with G.R. Van Blaricom and P.K. Dayton) "Man Made Structures on Marine Sediments: Effects on Adjacent Benthic Communities." *Mar. Biol.* 70:295-303.

1979 (with A. Wolfson, G. Van Blaricom, and G.S. Lewbel) "The Marine Life of an Offshore Oil Platform." *Mar. Ecol. – Prog. Ser.* 1:81-89.

1978 (with G.R. Van Blaricom) "Spatial and Temporal Heterogeneity in a Sand Bottom Epifaunal Community of Invertebrates in Shallow Water." *Limnol. Oceanogr.* 23:417-427.

1972 (with J.H. Vandermeulen and L. Muscatine) "The Effects of Photosynthesis on Zooxanthellae in Corals and Other Marine Invertebrates." *Mar. Biol.* 16:185-191.

PROFESSIONAL DEVELOPMENT COURSES

- Wetlands Ecology Course – University of North Carolina at Wilmington, 1990
- Birding Skills Workshop: Waterfowl – 1990
- Course in Delineation of Problem Area Wetlands – Wetlands Training Institute, Seattle, 1991
- Birding Skills Workshop: Shorebirds – 1992
- Wetlands Geomorphology – Portland, Oregon, 1994
- Ecological Risk Assessment – Albuquerque, New Mexico, 1996
- Railroad Safety Training – Parsons Brinckerhoff Network Services, 1998

DIVING EXPERIENCE

- Basic Certification – NAUI, 1968
- Instructor Certification – NAUI, 1972 (Outstanding Candidate in Academics)
- Research Diver – UCLA, 1970-1971
- Research Diver – Scripps Institution of Oceanography, 1971-1978
- Student Member – Scripps Diving Control Board, 1972-1978
- Diving Officer – Chambers Group, Inc., 1978-present
- Co-author Dive Team Diving Manual – Los Angeles District Corps of Engineers

HARRY FINNEY
PRINCIPAL/SENIOR ECOLOGIST

EDUCATION

California State University, Chico
B.A., Biological Sciences
M.A., Biological Sciences

REGISTRATION

Registered Environmental Assessor, State of California (REA 01128)

CERTIFICATION

Certified Environmental Inspector, EAA

EXPERIENCE

Mr. Finney is a senior ecologist responsible for the management and field supervision surveys in marine and terrestrial environments with over 27 years experience. He is responsible for characterization and assessment projects including hazardous waste, dredge spoil, and state regulated contamination. Additionally Mr. Finney is responsible for the health and safety of all company personnel on project sites.

Mr. Finney has extensive experience in planning and conducting characterization and assessments for subsurface contamination. He has prepared numerous reports for Government Agencies, Contractors, Developers, and Private Individuals. In addition, Mr. Finney has been responsible for site assessments of underground contamination of petroleum products, heavy metals, chlorinated hydrocarbons (solvents), pesticides and PCBs. Mr. Finney has been contacted by local agencies to help assess and plan remediation measures for hazardous waste spills. Mr. Finney assisted in the preparation of Army Corps of Engineers' permitting for dredge disposal for local harbors. Mr. Finney also contributes biological assessments regarding potentially contaminated sites in order to reduce potential impacts to biological environments.

Mr. Finney has been project supervisor/manager for numerous projects associated with harbors. These projects included the assessment of the potential for contamination that could affect the marine waters from the disposal of dredged materials. In addition, Mr. Finney conducted assessments in Los Angeles harbor for a ship lift system that included the dredging and disposal of harbor sediments. Mr. Finney was in charge of a site inspection at a U. S. Naval facility to document conditions that could potentially affect human health or the environment including sediments from Mugu Lagoon.

Mr. Finney has been involved with more than 100 water quality projects in southern California. Mr. Finney has worked with NPDES permits, and numerous groundwater contamination studies.

In addition, Mr. Finney is the Health and Safety Director for Applied Environmental Technologies, Inc. In this capacity, his responsibilities include general and project specific health and safety training of our staff as well as development and monitoring of site safety plans for potentially hazardous projects. Mr. Finney has conducted numerous health and safety training programs.

JEFFREY TERAI
UNDERWATER DIVING

EDUCATION

A.S. Degree in Underseas Technology
Brooks Institute of Photography (underwater)

REGISTRATION

A.S.C.E. Certified Bridge Inspection

EXPERTISE

- Mr. Terai has over twenty years experience in all facets of underwater diver construction, inspection, and maintenance of submerged structures. He is presently President and responsible for all diving operations at Harbor Offshore, Inc. and from 1994-1997, Mr. Terai was the Vice-President at American Divers, Inc.

EXPERIENCE

Dive Superintendent and Consultant at Harbor Offshore between 1992 and 1994. Duties included construction management and scheduling, estimating, coordination of dive teams, systems evaluation and feasibility analysis.

Performed underwater video inspection, tie in cathodic protection system and support for rocking systems in 90 feet of water for the Goleta Outfall Reballasting Project.

Provided underwater inspection of all phases of ocean outfall installation for Point Loma Outfall Extension Project. Work included use of underwater video and digital level instrument in 240 feet of water.

Participated in various construction and underwater maintenance projects including offshore pipelines and platforms, dams, and cathodic protection systems for Martech International (1984 – 1989).

Performed saturation dive work at Don Pedro Dam to remove silt and debris from diversion gate track and gare seals. Replaced gate seals, hydraulic equipment and cover panels.

Installed 20" and 8" pipeline at Platform Irene, Point Conception. Work included stabilization of inshore bundle with formed and grouted pipeline clumps.

Conducted exploratory drilling at Bearing Sea undersea oil survey operation.

Saturation Supervisor for McDermott from 1980 to 1984 to coordinate all phases of dive operations including barge operations with dive teams.

Responsible for laying in excess of one hundred miles of 6: and 24" pipeline in Campos Basin, Brazil. All diving operations required bell and saturation.

Performed and supervised numerous other underwater diving construction and inspection operations including regular timber pile inspection of Port of Los Angeles facilities and other structures.

Professional Qualifications

Current Advanced First Aid and CPR Certification
Licensed Blaster, Du Pont

FORM P-3

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):

Signature: _____

QUALITY CONTROL PLAN

a. Who will review documents

Documents review will be performed in a two-step process. First, all documents will be reviewed by the Project Manager, Jon Moore for technical completeness, thoroughness, and fulfillment of task. A second level QA/QC review will be performed by Ronald Noble acting as the Quality Control Coordinator.

b. Steps that will be taken to correct deficiencies reported by the Department or discovered by in-house review

NCI's Project Manager and internal Quality Control Plan will be utilized to identify and prevent any potential unsatisfactory performance of the Contract work. It will be the responsibility of NCI's Quality Control Coordinator to insure that all work is performed in accordance with the specified Quality Control Plan. In addition, if deficiencies are identified by the County or its agent during their performance evaluation of our work, corrective measures will immediately be identified and taken to remedy these deficiencies.

The Project Manager shall be responsible for implementation of any action necessary to correct problems or deficiencies.

c. Response time to respond to requests for immediate correction

Our response plan for responding to any client dissatisfaction issues will be as follows:

a. Immediately telephone the Department's Project Manager to discuss the concern.

b. Visit with the Department in person within twenty-four hours of receipt of the complaint to discuss the particular problem.

c. Within 48 hours of receipt of the complaint issue a project memorandum that reviews the issue, summarizes its resolution, and/or outlines a remedial action plan for correction if required.

d. How unexpected absences will be covered

Should any unexpected absences occur within the Project Team, seamless transition would occur for the duration of the any absence by re-assignment from the depth of our senior professional labor pool. As shown in the Project Management Chart, each position is redundant. In the remote chance that temporary replacement is necessary, a colleague can immediately be substituted. This issue has never been a problem for our clients since the Company's inception primarily because of the senior level experience base of the NCI's professionals.

e. Written quality control plan

NCI has developed Quality Assurance Manuals to insure that proper technical procedures and standards are followed in the performance of project work. Projects are reviewed by the project manager, the principal-in-charge, and by senior personnel independent of the project to help insure the quality of our projects. When required, we also use outside consultants for special review and support.

NCI's quality control procedures are tailored for each project depending on project complexity, project designer experience, sub-consultant coordination, number of submittals and scheduling. While the ultimate responsibility for technical quality of our engineering product rests with the project manager, the functional responsibility rests with the independent quality control/quality assurance staff position on each project. Our internal quality assurance/quality control sequence is presented in the figure that follows this page. Briefly, quality control responsibility for planning documents is fulfilled through the following general checklist activities:

1. Review alternatives developed for completeness and feasibility.

2. Review analyses and calculations for applicability, completeness, and accuracy.

3. Review cost estimates for completeness and accuracy.

4. Review incorporation and consistency of recommendations from subcontractors into alternative plans.

5. Review report for consistency, accuracy, and completeness with respect to the scope of work.

Whereas, quality control responsibility for design documents including engineering drawings is fulfilled through the following general checklist activities:

1. Review collected data and field survey data/processing for completeness and accuracy.

2. Review calculations/analysis for applicability, completeness and accuracy.

3. Review plans and outline construction sequencing, equipment, scheduling and constructability.

4. Review cost estimates for completeness, accuracy and budget requirements.

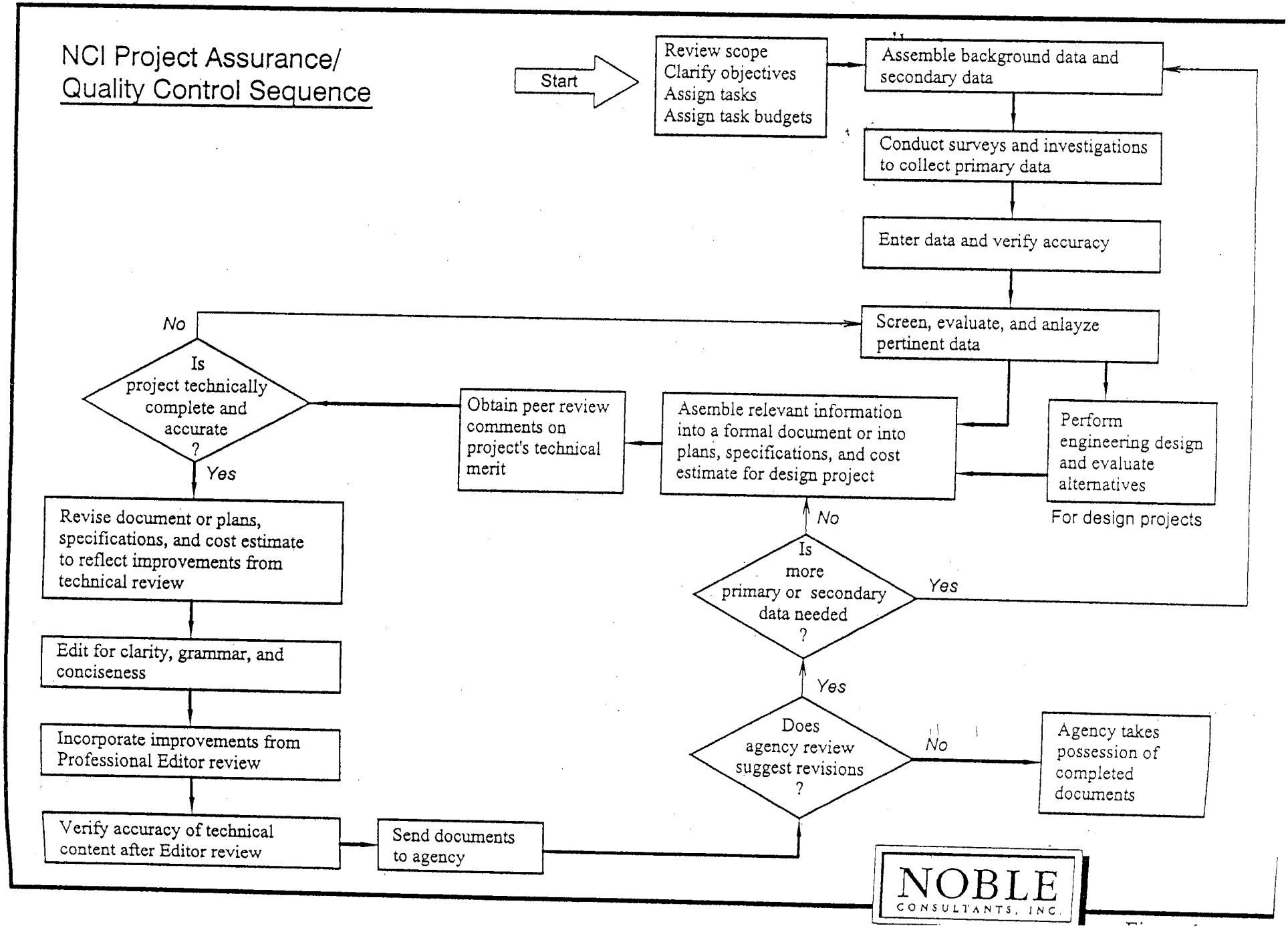
5. Review plans for references, details, cross-sections, dimensions and elevations to clearly show nature of work.

6. List all items shown on plans that require specifications. Review specifications to ensure all items on plans have been specified.

7. Review plans, specifications and other documents for consistency, accuracy and completeness with scope of work, and for specific owner requirements.

The results of a quality control review are returned to the project manager and each comment or question is responded to and returned to the reviewer for his sign off or additional review comments. The quality control review is complete when all forms and comments have been accepted and signed off by the reviewer and all such documentation becomes part of the job file.

NCI Project Assurance/ Quality Control Sequence



BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the government agencies and provate 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
1987	Ongoing	U.S. Amry Corps of Engineers	911 Wilshire Blvd. Los Angeles, CA 90017	Tony Risko	213-452-3789	Indefinite delivery contract Coastal Engineering
2001	Ongoing	County of Orange	1 Irvine Park Road Orange, CA 92862	Patti Schooley	714-973-6861	Design services/on-call Coastal Engineering
1991	Ongoing	City of Oxnard	1060 Pacific Ave. Oxnard, CA 93030	Dan Rydberg	805-385-8051	Harbor Engineering – Mandalay Bay
2000	Ongoing	BEACON	102 E. Anapamu , #201 Santa Barbara, CA 93101	Kevin Ready	805-662-6890	Beach Nourishment/Dredging
2000	2001	SANDAG	401 B Street, # 800 San Diego, CA 92101	Steve Sachs	619-595-5346	Beach Nourishment/ Dredging
2000	2002	City of Newport Beach	3300 Newport Blvd. Newport Beach, CA 92663	Lloyd Dalton	949-644-3320	Balboa and Newport Pier renovation
1997	Ongoing	City of San Buenaventura	501 Poli Street Ventura, CA 93002	Rick Raives	805-654-7870	Ocean pier repair/replacement/maintenance
1994	Ongoing	City of Lake Elsinore	130 S. Main Street Lake Elsinore, CA 92530	Dick Watenpaugh	909-674-3124	Lake masterplan / Marina planning /Launch ramp design

2. How many full-time workers does your firm employ? 16

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

4. Attach copies of financial statements (balance and income statements) for at 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 assess, 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.

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

Name	Address	Business relationship	Contact person	Phone number
Westamerica Bank	1222 Strawberry Drive Mill Valley, CA 94941	Bank	Elaine Kramer	1-800-848-1088
OCB Reprographics, Inc.	17721 Mitchell North Irvine, CA 92614	Provides printing services	Bookkeeper	949-660-1150
Prime Real Estate Equities c/o USAA Realty	2201 Dupont Drive Ste. 360, Irvine,CA 92612	Building Management and office lease	Lynn Butler	949-442-7700
DW Associates, Inc. c/o Colliers Intl.	Two Embarcadero Ctr.#100 San Francisco, CA 94111	Building Management and office lease	Bert Damner	415-788-3100

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.

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

Signature:

Los Angeles County Department of Beaches & Harbors

Contract Administrator

NOBLE CONSULTANTS, INC.

Project Management

Ronald M. Noble, P.E. - *Principal-in-Charge/ QA Coordinator*
Jon T. Moore, P.E. - *Project Manager/ CA Contact*

Principal Investigators

Ronald M. Noble, P.E.	*Coastal/ Harbor Engineering*
Jon T. Moore, P.E.	*Coastal/ Harbor Engineering*
Scott M. Noble, P.E.	*Coastal/ Harbor Engineering*
Chia-Chi Lu, P.E., Ph. D.	*Coastal Engineering*
David Altman	*Coastal Engineering*
Avery J. Miller, S.E.	*Structural Engineering*
Thomas J. Fischetti, P.E.	*Structural/ Civil/ Architectural Engineering*
Tracy Stofferahn	*GIS*
Duane E. Maddux, P.E.	*Hydrographic and land surveying*
J. Orin Jewett, R.L.S.	*Hydrographic and land surveying*
Glenn E. Gibson, Jr.	*Cost Estimating/ Construction Administration*
James E. Read	*Inspection*

Subconsultants as needed

Richard Parsons, RWP Dredging Management	*Dredging/ Coordination with Corps of Engineers*
Noel Davis, Chambers Group	*Marine Biology/ Monitoring/ CEQA issues*
Harry Finney, AET, Inc.	*Water and Sediment Testing*
Jeff Terai, Harbor Offshore, Inc.	*Underwater Diving Inspection*

Project Management Chart

NOBLE CONSULTANTS, INC.

Figure 1

FORM P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Noble Consultants, 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:

Ronald M. Noble
Name

Signature

President
Title

April 15, 2003
Date

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

FORM P-6

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: Noble Consultants, Inc.

☒ I AM NOT
☐ I AM

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): 16

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						
Hispanic/Latino						
Asian or Pacific Islander			1		1	
American Indian						
Filipino						
White	2		3		6	3

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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	Dis-advantaged	Disabled Veteran	Expiration Date

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	Authorized Signature	Title	Date
Ronald M. Noble	[signature]	President	4/15/03

FORM P-7

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: Noble Consultants, Inc.

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 2201 Dupont Drive, Suite 620
Irvine, CA 92612

Telephone: 949-752-1530 **FAX:** 949-752-8381

County Department Receiving Bid or Proposal: Planning Division, Beaches & Harbors

Type of Goods or Services To Be Provided: Harbor Engineering

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [X] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.			[YES] [NO]
2			[YES] [NO]
3.			[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: April 15, 2003
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Ronald M. Noble
(Print Name)

President
(Print Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

FORM P-8

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Ronald M. Noble hereby submit this certification to the (County department) Planning Division, Beaches & Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), Noble Consultants, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 2201 Dupont, Suite 620 Irvine, CA 92612 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of April, 2003 (Month and Year)

at: Irvine CA (City/State) 949-752-1530 (Telephone No.)

by: (Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

FORM P-9

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:	Noble Consultants, Inc.		
Company Address:	2201 Dupont Drive, Suite 620		
City: Irvine	State: CA	Zip Code: 92612	
Telephone Number:	949-752-1530		
Solicitation For (Type of Services):	Harbor Engineering		

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

XX 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: Ronald M. Noble	Title: President
Signature:	Date: April 15, 2003

AMENDMENT 1 TO CONTRACT NO. 74555

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2005.

WHEREAS, Contract No. 74555 was entered into between the County of Los Angeles and Han - Pardon Associates, LLP. ("Contractor") on July 29, 2003, to provide harbor engineer services in Marina del Rey and at County owned and operated beaches (the "Contract"); and

WHEREAS, various projects have been identified to repair damage caused by the 2005 Winter Storms; and

WHEREAS, repairing the storm damage will address public safety concerns; and

WHEREAS, the proposed scope of work includes design for repairing maintenance roads and public access ways at various beach locations, reinforcing eroded bluffs that pose a significant public safety risk, and re-nourishing various beaches to pre-storm levels, among other improvements; and

WHEREAS, the as-needed design services will be funded with revenues from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets; and

WHEREAS, in light of the above, it is the desire of the parties to increase the Contract sum by this Amendment to reflect designs for repair projects, which will be done at the direction of the Director pursuant to the existing provisions of the Contract.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract shall be amended as follows:

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 capital projects, the County may at its discretion expend not to exceed $3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets.

The maximum contract sum shall be $3,340,000 including the original contract amount of $200,000 and the 20% contingency available at the discretion of the Director of Beaches and Harbors.

2. All other terms and conditions contained in said Contract shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Amendment to be subscribed by the Chair of such Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year hereinabove first written.

Han – Pardon Associates, LLP

By: _____

Warren A. Stewart, Partner

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona - Lukens
Executive Officer-Clerk of
the Board of Supervisors

By:_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

74555

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
HAN-PADRON ASSOCIATES, LLP

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
HAN-PADRON ASSOCIATES, LLP

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 Han-Padron Associates, LLP (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, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the date of approval by the Board of Supervisors.

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 12, 2003.

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 June 8, 2003 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 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.

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 hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 work.

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 breech 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 Contract'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 RESPONSIBILITY AND DEBARMENT

3.32.1 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.

3.32.2 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 not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 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.

3.32.4 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.

3.32.5 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 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.

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

3.33 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).

3.34 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.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 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.

3.35.2.2 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.

3.35.2.3 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.

3.35.2.4 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.

3.36 SAFELY SURRENDERED BABY LAW. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information 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 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.

Han-Padron Associates, LLP

By _____
Warren A. Stewart, Partner

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By _____
Deputy

20 JUL 29 2003

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

FORM P-1

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM

Proposer: Name: Han-Padron Associates, LLP

Address: 100 Oceangate, Suite 650
Long Beach, CA 90802

Phone: 562-590-6032 Fax: 562-590-6042

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.

The rate(s) for services shall be:

Job Title:	Hourly Rate:
See attached technical Personnel	Dollars ($)
and Inspection and Testing	Dollars ($)
Equipment Schedules	Dollars ($)
	Dollars ($)

The proposal is subject to the following additional conditions:

Conditions are listed on bottom of attached schedules.

(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 XX other: Limited Liability Partnership

State of organization: New York Principal place of business: Long Beach, CA

Authorized agent for service of process in California:

Ronald E. Heffron, P.E., 100 Oceangate, Suite 650, Long Beach, CA 90802, 562-590-6032
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:

Warren Stewart, Contractor's Representative, 562-590-6032 John Schock, Harbor Engineer, 562-590-6032
Name Title Phone Name Title Phone

Dated: April 16, 2003 Proposer's signature:

Ronald E. Heffron, Partner-in-Charge, 562-590-6032
Name Title Phone

HAN-PADRON ASSOCIATES, LLP
Consulting Engineers

TECHNICAL PERSONNEL

BILLING RATE SCHEDULE

Classification	Hourly Rate
Sr. Principal Engineer	$195
Principal Engineer/Planner	$168
Sr. Engineer	$130
Engineer	$103
Designer/Technician	$119
CAD Operator	$84
P.E.- Diver	$141
Engineer-Diver	$124
Technician-Diver	$114
Technical Assistant	$114
Word Processor Operator	$74

The proposal is subject to the following conditions:

1. Travel to and from Contractor's principal place of business to site or meetings will be billed at the hourly rate for each person travelled.
2. Direct costs for inspection and testing equipment will be billed per the attached billing rate schedule as agreed upon by work order.

HAN-PADRON ASSOCIATES, LLP

Consulting Engineers

INSPECTION AND TESTING EQUIPMENT

BILLING RATE SCHEDULE

January 2003

Type of Equipment	Daily Rate	Weekly Rate
Diving Station: (Surface-Supplied Air Equipment with Superlite Helmet, Control Station, Hardwire Communications, Compressor, Volume Tank(s), Umbilicals, Wet and Dry Suits, U/W Dive Lights, Weights, Bailout Bottle & Harness, Stand-By Diver System, and Peripherals)	$200	$800
SCUBA Dive Station: (Two Complete SCUBA Systems to Include: Buoyancy Compensators, 6- 80 cf Cylinders, Wet and Dry Suits, Weights, Masks, Regulators, Independent Secondary Air Source, Safety Lines, and Peripherals)	$125	$500
Underwater Nikonos Still Camera System With Clearwater Box(es)	$55	$235
Underwater Digital Still Camera System With Clearwater Box(es)	$60	$250
Underwater CCTV Video System W/ Topside Monitor And Recorder	$255	$950
U/W Camcorder Video System In Housing	$125	$540
Underwater Digital Video System With Clearwater Box	$175	$725
Above Water Digital Camera	$20	$85
Bathycorrometer	$125	$540
Ultrasonic Thickness Meter	$60	$250
25' Dive Vessel	$365	$1,500
18' - 20' Dive Boat	$200	$800

Type of Equipment	Daily Rate	Weekly Rate
12' – 15' Boat W/Outboard Motor	$90	$375
Dive Van	$95	$410
Fathometer	$150	$650
Generator	$25	$110
Differential GPS Unit	$150	$650
Compressor For Pneumatic Tools And Dive Support Operations – Up To 50 CFM	$50	$215
Airlift Excavator Unit	$30	$130
Hydraulic Power Pack, Up To 10 GPM @ 2000 psi	$170	$735
Hydraulic Tool Hose, Up To 200 Ft Length	$30	$130
Hydraulic Tools – Drill/ Saw/ Impact/ Wrench/ Etc.	$70	$300
Dissolved Oxygen Testing Equipment	$125	$500
Concrete Coring Package	$250	$1,080
Timber Coring Package	$250	$1,080
Jet Probe System	$75	$325
Field Laptop Computer	$55	$235

The inspection and testing equipment billing rate schedule is subject to the following conditions:

1. Price sheet does not include replacement of consumable parts such as drill bits, which will be billed at cost.

2. After three consecutive days of equipment use the weekly rate becomes applicable for up to seven days of consecutive use.

3. Daily and weekly rates for each type of equipment will be escalated by a factor of 4% for each subsequent year.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Ronald Heffron	Prime	Partner-in-Charge	Contract Approval
Warren Stewart	Prime	Contractor's Representative	Project Manager and QA/QC
John Schock	Prime	Harbor Engineer	Responsible Engineer, Marina Design and QA/QC
Mike Middleton	Prime	Harbor Engineer	Marina Design and QA/QC
Mehrnoush Yavary	Prime	Lead Coastal Engineer	Wind, Wave, Current and Sediment Transport
Chris Carr	Prime	Coastal Engineer	QA/QC

Continued on next page

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: Dennis Padron, Mark Faeth, Jim Lindner

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Allen Yourman	Diaz-Yourman Assoc.	Subconsultant	Geotechnical	1616 E. 17th St., Santa Ana, CA 92705	714-245-2920
Roger Young	Elcon Associates, Inc.	Subconsultant	Electrical	444 W. Ocean Blvd., Long Beach, CA 90802	562-624-2861
Douglas Diener	MEC Analytical Services	Subconsultant	Biological / Water Quality	2433 Impala Drive Carlsbad, CA 32008	760-931-8081

WORK PLAN

1. STAFFING PLAN: Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Stephen Hardy	Prime	Lead Structural Engineer	Design Bulkhead Walls, Pilings, Ramps, Restroom Structures, etc.
David Husan	Prime	Structural Engineer	Structural Design and QA/QC
Tony Klement	Prime	Lead Civil Engineer	Design Storm Drains, Sewer Systems, Paving and Other Infrastructure
Robert Andrews	Prime	Civil Engineer	Infrastructure Design and QA/QC
Charles Garrison	Prime	Lead Engineer-Diver	Perform above and underwater inspections
Yehoshua Gilad	Prime	Mechanical Engineer	QA/QC

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: Dennis Padron, Mark Faeth, and Jim Lindner

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Ronald Heffron	P.E.	C055638
Warren Stewart	P.E./S.E.	C41358 / S3066
John Schock	P.E.	C35420

Continued on next page.

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

See Narrative at the end of this Section.

Signature:_____

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Mike Middleton	P.E.	29485
Stephen Hardy	P.E./S.E.	C26219 / S2432
David Husan	P.E.	C26555

Continued on next page.

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b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

See Narrative at the end of this Section.

Signature: _____

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Tony Klement	P.E.	C57378
Robert Andrews	P.E.	C45405
Yehoshua Gilad	M.E.	M 30046

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a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

See Narrative at the end of this Section.

Signature:_____

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

RONALD E. HEFFRON

Partner-in-Charge

Registration

Licensed Professional Engineer

Experience Summary

Twenty years of experience in the inspection, design, rehabilitation and project management of marine facilities. Particular expertise in above water inspection, underwater inspection and rehabilitation design of marine structures. Projects have included piers, wharves, bulkheads, relieving platforms, breakwaters, quaywalls, lighthouses, bridges, dams, tunnels and outfalls. Extensive experience in the underwater inspection of concrete, timber and steel structures in a wide variety of environments worldwide. Specific areas of competence include project management, structural analysis and design, geotechnical engineering, hydraulic engineering, planning, scheduling and quality control.

Presently serving on the ASCE Ports and Harbors Committee and very active in developing an ASCE Standard for Underwater Inspection. Also serving on ACI Committee 357 – Offshore and Marine Concrete Construction, ACI Committee 364 – Concrete Rehabilitation, ACI Committee 546 – Concrete Repair, and the Transportation Research Board's Underwater Bridge Inspection Subcommittee. Authored numerous technical papers presented worldwide, relating to inspection and rehabilitation in the marine environment.

Credentials

Michigan Technological University
Bachelor of Science in Civil Engineering, with Honors (Structures)
Virginia Polytechnic Institute and State University
Master of Engineering in Systems Engineering (Structures/Seismic)
Lamar University/Virginia Commonwealth University
Master of Business Administration (1/2 complete to date)
NAUI College, National Association of Underwater Instructors
Certified Diving Instructor
Santa Barbara City College, Commercial Diver Training

Key Projects

- Served as Project Manager for the preparation of a conceptual design and design-build bid documents for the Hearst State Memorial Beach Pier for the California Department of Parks and Recreation. The design included a new innovative retractable gangway system to access vessels serving the pier.

- Underwater inspection of over 30 piers, bulkheads and timber relieving platforms at the Norfolk Naval Shipyard, Portsmouth, Virginia for the East Coast Detachment, Naval Facilities Engineering Service Center. Served as Project Manager for this effort which included the condemnation and fast track design of replacement structures in two areas of extreme deterioration.

- Served as Project Manager for the structural investigation of the Avila Municipal Pier in Avila Beach, CA. The work included above water and underwater inspections, followed by a detailed computer-based structural analysis of the timber pier under seismic and design storm conditions.

- Served as Project Manager for the design of a new concrete recreation pier and floating ferry terminal to replace an existing timber pier at 69th Street Pier, Brooklyn, NY, for the NYC Economic Development Corporation. The outboard 100 ft of the pier was designed as an "all composite" alternative as a demonstration of this emerging technology.

- Served as Project Manager for the development of a structural inspection and maintenance program for Tosco Refining Company's Rodeo Facility Marine Terminal in Northern California. The program included the development of a manual using pictorial representation of various defect types on each structural component to depict repair criteria and priorities of each repair required.

- Served as Project Manager for the structural investigation of two steel sheetpile bulkheads at the 10th Avenue Marine Terminal for the Port of San Diego. The work included above water and underwater inspections, followed by a detailed structural analysis under seismic and static loading conditions. Conceptual and final design documents were prepared for rehabilitating the two berths, including repairs to the cathodic protection system.

- Served as Project Manager for the rehabilitation of the Berths 70-71 and 238-239 concrete wharves, as well as the Cabrillo Fishing Pier, for the Port of Los Angeles. The work included conducting repair design inspections above water and underwater, and structural analyses followed by the preparation of repair bid documents using the AIRIS Database developed for the Port. Repairs included pile jacketing, shotcrete, patching and epoxy injection.

- Underwater inspection and assessment of over 35 piers, moorings and quaywalls at the Puget Sound Naval Shipyard in Bremerton, Washington, for CHESDIV, Naval Facilities Engineering Command. Prepared a comprehensive report including recommendations and cost estimates for the rehabilitation of these concrete and steel structures.

- Underwater inspection of over 35 piers, quaywalls, bulkheads and breakwaters at Naval Amphibious Base, Little Creek, Norfolk, Virginia for LANTDIV and CHESDIV, NAVFAC. Served as Project Manager for the inspection and preparation of a comprehensive inspection report.

Representative Publications

"Minimizing Cost Overruns in Repair Projects," Concrete Construction; June, 2001.

"Underwater Investigations Standard Practice Manual," ASCE, 2001.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

WARREN STEWART

Contractor's Representative

Registration

Licensed Civil Engineer
Licensed Structural Engineer

Experience Summary

Mr. Stewart has 30 years of professional engineering experience on projects for local, state and federal agencies, private utilities and institutional clients, including over 15 years managing a variety of port & harbor and other infrastructure projects. On over one hundred projects, he has been responsible for the production, coordination and review of engineering design and construction documents, cost estimates, project specifications, construction management, report writing and/or reviews. In addition, he has made numerous forensic analyses and inspection for repairs of various types of structures and facilities.

Credentials

Virginia Tech
Masters of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Member, Ports Committee, ASCE Technical Council on Lifeline Earthquake Engineering
Member, Steering Committee, Pacific Earthquake Engineering Research Center (PEER), Ports Group

Key Projects

- Project Manager for underwater and above-water general condition assessment survey of the boat marina at the Bay Club Apartments located in Marina Del Ray, CA. Project included the inspection of 100 percent of the above water marina facilities, including 11 floating finger docks, 11 movable access ramps, 117 concrete piles and 251 boat slips. The underwater inspection included: a visual inspection of all 117 reinforced concrete piles; a cleaning and detailed inspection of 30 piles; and a random inspection of the underside of the floating docks and marina bulk head walls. The marina electrical and potable water utilities were inspected for overall general physical condition. A report presented findings and opinions of the general conditions observed. Repair recommendations and budget estimates were included.

- Project Manager for all marine engineering of the Avila Beach Remediation Project in San Luis Obispo County, CA. The project included the excavation of 300,000 CY of soil under the town and on the beachfront, and the replacement with clean material. The project also included: inspection, analysis, and design of the replacement of part of the Avila Municipal Pier; reconstruction of 1,300 LF of adjacent seawall using coastal and geotechnical engineering; soil material placement and improvement methods; and various improvements and enhancements for public beach access and recreational use of the waterfront.

- Project manager for the preliminary design and evaluation of various alternative improvement projects at ExxonMobil's SW Terminal at Berth 238–239, Port of Los Angeles. Project includes installation of multiple berthing dolphins, concrete wharf modifications, and topside piping & hose handling upgrades. Alternatives studied included additional platforms, loading arms, and berth deepening schemes. Coordination with POLA and Calif. State land Commission was required.

- Project Manager for demolition and reconstruction of a tug pier at the U.S. Naval Station, Midway Isles for NAVFAC. The existing facility was thoroughly inspected both above and below the water line and determined to be in poor condition. Only the steel piling was reusable. The project consisted of demolishing the existing deck and pile bents, and rebuilding with new prestressed concrete plank supported by cast in place concrete bents supported by the existing piling. The remote location of the project required intensive management of materials used in design.

- Project Manager for the remote site investigation, hydrographic and topographic survey, preliminary structural plans and environmental impact assessment for 15 new piers for the U.S. Corps of Engineers, Midway Isles. The project consisted of concentrated site visits by a five member team to quickly choose the most viable site, make the surveys and move on to the next island. Office work included reduction of field notes to topographic maps, over which plans for various piers were drawn. Piers were constructed primarily of precast concrete standard shapes. Site cast concrete was kept to a minimum.

- Provided investigation and litigation support for an existing Texaco pier that was totally destroyed during the berthing of a vessel much larger than design capacity of the structure. The force of the impact had sheared the deck completely off the concrete piling supporting it. Tasks included verifying that the pier was properly designed for the original intended use and reconstructing the probable mechanism of failure. Presented findings in support of expert witness testimony.

- Project engineer for feasibility study and programming for new retaining structures at the U.S. Naval Station, Pearl Harbor, HI. A truck crane working on the asphalt apron behind a marginal wharf (circa 1945) had punched through into cavernous areas in the fill under the pavement. Investigation revealed that the original steel sheet piling, installed behind the wharf structure to retain the fill, had deteriorated and allowed the fines to be washed out creating large voids under the asphalt. Area was proof rolled to find remaining voids, dug out, the sheet piling patched, and backfilled again until funds could be secured to completely replace the sheet piling.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

JOHN P. SCHOCK

Harbor Engineer

Registration

Licensed Professional Engineer

Experience Summary

Over twenty-one years of civil engineering experience. Project experience includes recreational and commercial fishing wharves, recreational boating facilities, ports and harbor waterfront/container terminals/infrastructure, floating breakwaters, semi-submersible drilling platforms, single point mooring systems, non-destructive testing for petroleum piping, and commercial diving construction.

Credentials

California State University Long Beach
Bachelor of Science in Engineering, Ocean Engineering Option
California State University Long Beach
Post Graduate Structural Engineering
Commercial Diving Center, Wilmington, California
Commercial Diving Training

Key Projects

- Project engineer for a preliminary design study for annexing a 500-slip powerboat marina to Marina Del Rey for the Golden Strand Association along Ballona Creek in Venice Beach, California. Work included seawall design, revetment opening and outfall, dredging, review of small craft traffic and tidal circulation studies.

- Assistant contract administrator for the construction of the Cabrillo Marina and Recreational Complex a 1,400 slip marina and landside complex for the Port of Los Angeles involving daily review and approval of submittals, RFI responses, and permitting assistance. Design change order tasks included changes to infrastructure, retaining walls, prestressed concrete docks, and buildings.

- Project engineer for the preparation of conceptual layouts for low- and high-density schemes for temporary docking facilities in Channel H in Marina Del Rey, California. The marine facilities were for a proposed development of a 350,000 square foot entertainment and retail complex.

- Project manager for the design of a commercial fishing wharf for the County of Ventura at Hollywood by the Sea. The design incorporated prestressed piles and manufactured prestressed deck with concrete topping, and foundation for a 3-ton jib crane. Bidding documents, specifications, and bid review were also provided.

- Project manager for design of boat launch ramp at McIntyre Park for the County of Riverside, California. Funding was provided through the California Department of Boating and Waterways. The concrete boat launch ramp, associated parking facilities and picnic area was located on the Colorado River, 17 miles southeast of Blythe on Avenue 26. The ramp was designed to launch up to four motor boats in tandem, with one fixed dock.

- Project engineer for revetment and slope restoration and nearshore recreational facilities for Emma Wood State Park for the County of Ventura, California.

- Project engineer for the preliminary design of a recreational wood pier for the Boy Scouts of America at Cabrillo Beach, California.

- Project engineer for the design of 1,320 feet of seawall replacement removed with a frontage road and sidewalk during hazardous soil remediation of a 5-acre site in the community of Avila Beach, California. Design was predicated on coastal engineering and geotechnical studies concerned with seasonal and probable ocean wave and seismic forces. The conceptual design considered five different precast systems in order to expedite construction instead of using a cast-in-place wall.

- Project engineer for the design and reconstruction of the Avila Beach Pier, California for Unocal for the Avila Beach Remediation Project. As part of the agreement between Unocal and various interested parties, the work on the pier started with above water and underwater condition assessments of the structure. A structural evaluation of seismic and wave conditions was performed to document the effects of a major storm or earthquake occurring while 150 feet of the inshore portion of the 1,650 foot pier was removed. The removed section was designed and reconstructed to the original configuration. A pile-supported cast in place deck located at the foot of the pier was designed to support new public buildings constructed of concrete masonry units and a pile supported concrete outlook and amphitheater style stepped seating facing the ocean were other features that were designed and constructed.

- Project manager for debris removal study performed for the USCOE for San Francisco Bay. An evaluation was made of the Corps ongoing daily operations out of Sausalito, California to evaluate the removal of floating debris hazards to navigation in the bay and inland tributary bodies of water. Field reconnaissances were made of the operations, under different operating conditions, on each of their vessels. The study included an examination of the administration operations, vessel maintenance, and debris stockpiling and disposal. The economic analysis component included a comparison of hypothetically contracting out the work or vessel replacements and/or upgrades. The report concluded that maintaining the ongoing operation with a new vessel was the most viable.

- Project engineer for the design of a deployable floating concrete breakwater to provide wave protection for U.S. Marine Corps amphibious landing operations. Conducted FEM analyses for various wave and wind loading conditions to determine mooring stresses and displacements between floating sections. The breakwater was also analyzed for various section lengths and configurations under with differing bathymetric profiles.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

MICHAEL J. MIDDLETON

Harbor Engineer

Registration

Licensed Professional Engineer

Experience Summary

Mr. Middleton has developed special expertise in the design and management of marine and waterfront projects, and commercial and public works improvement projects providing comprehensive civil engineering design and management services. Mr. Middleton has over 25 years of professional engineering experience in the design and construction of waterfront and marine related projects.

Credentials

University of CA at Davis
Bachelor of Science in Civil Engineering

Key Projects

- Designed the marine elements of the Cabrillo Beach Recreation Complex, Port of Los Angeles including a three basin 1,300-berth, small craft marina and fueling station, and 1,200 lineal feet of cantilevered concrete promenade and overlook structures. The project also included protective works, roadways, utilities, community buildings and restrooms, park facilities including fishing areas, a salt marsh, and beach. Assisted the construction manager and was personally responsible for construction of all marine elements. The project represents the largest improvement in small craft berthing facilities in California since the 1960's

- Managed the project multi-disciplined team for the design of a 248 berth (including 97 covered berths) small craft marina, public buildings, roads and parking facilities, a public park, boat yard, chandlery and straddle carrier at the Riverview Marina, City of Pittsburg. As Construction Manager provided comprehensive construction services including management of inspectors, shop drawing review, change order preparation, progress payment review, and coordination with the owner, contractor, jurisdictional agencies, and utilities.

- Completed design of this 309-berth, $6 million marina on Point Benicia on the Carquinez Strait for the City of Benicia. The project included a newly created salt marsh, public access, walkways, fuel dock facilities, and a wastewater pump-out station.

- Designed a 77-berth small craft marina and bunkering facility as part of a recreational complex for the Jebel Ali Hotel in Dubai, U.A.E. All berths were equipped with water, electrical, telephone, and telex services. Specialized pile design allowed driving through the hardpan floor of the Persian Gulf and a highly saline and corrosive environment. All work was performed in SI (metric) units.

- Led multi-disciplined team for the design and construction of 1500 feet of municipal boardwalk, an over water gazebo/pavilion, and a concrete amphitheater stage complete with cable stayed space frame canopy and glazed windscreen. Work was conducted for the City of Foster City.

- Provided design and construction administration for this prestressed concrete municipal fishing pier at Pointe Benicia. The pier is 250 feet in length and capable of supporting light truck loadings. The pier was designed using extruded precast prestressed concrete planks resulting in a significant reduction in the construction cost.

- Designed a prestressed concrete fishing pier on the Pacific Ocean for public use for the County of Ventura. The pier included a complex shore retaining structure and boat hoist facility.

- Provided marine and harbor consulting for the harbor and pier development component of the City of Redondo Beach's Heart of the City Specific Plan. Responsibilities included analysis of the four major marinas within King Harbor, and the formulation of recommendations regarding future development of the harbor and pier area.

- Evaluated the potential redevelopment of the Rodger's Point area into marina, recreational, and commercial uses in the City of Antioch. The studies, prepared for the Department of Boating and Waterways, found that the site was inappropriate for full marina development. As an alternative, a municipal boat launching facility was evaluated and found to be feasible. Department of Boating and Waterways funds were subsequently made available for construction.

- Land use plans and alternatives for marina and protective works were evaluated for the proposed Bolsa Chica Project, a 1,600-acre coastal property in Huntington Beach, California. As consultant to the State of California Coastal Conservancy, coordinated these studies with the State Coastal Commission, the Department of Fish & Game, and various statewide environmental agencies. Key issues included entrance configuration, navigation, land use, and wetlands preservation.

- Prepared a feasibility study for the proposed 300-berth Vallejo Marina situated on Mare Island Strait. The study assessed both engineering and financial feasibility and included master planning with multiple entrance configurations and options for protective works. Landside concessions and boat launching facilities were also evaluated. State funding was subsequently secured.

- Prepared feasibility study and environmental impact report required Department of Boating and Waterways as part of the City of Antioch's funding application. The study included a conceptual berthing layout and basin configuration for a 300-berth marina situated on the San Joaquin River, including boat storage, chandlery, and restaurant site. Key issues included a railroad crossing and existing wetland habitat. State funding was subsequently secured.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

MEHRNOUSH YAVARY

Lead Coastal Engineer

Experience Summary

Five years experience in marine structure analysis and design with sound knowledge of wave transformation analysis and numerical modeling of coastal processes. Projects have included design of bridge structures, piers, bulkheads, shoreline protection systems, commercial and industrial terminals, breasting and mooring dolphins, and numerical modeling using various design and analysis software suites including Mike21 (NSW, PMS, BW, and HD), and LITPACK developed by the Danish Hydraulic Institute (DHI). Specific areas of competence are ocean environmental analysis, shore protection design, and structural analysis and design.

Credentials

University of Ottawa
Bachelor of Applied Science -- Civil Engineering
Stevens Institute of Technology
Master of Engineering in Ocean Engineering

Key Projects

- Project Engineer for the preparation of the waterfront engineering design for the rehabilitation of the Hudson River waterfront in Irvington, NY. The design was prepared to support the development of the waterfront as a passive and active public recreation area. The project scope included the inspection and assessment of approximately 1,700 ft of bulkhead, followed by the preparation of a rehabilitation design for the shoreline structures, including demolition. The work was completed for the Village of Irvington.

- Design Engineer for the preparation of the engineering design for the development and upgrade of the Hudson River shoreline in Yonkers, NY. The former industrial site is being upgraded in anticipation of future development as a public access park that will include a fishing pier and ferry. The work scope included above and underwater inspection; alternative studies for shoreline protection; the detailed design of new bulkheads, new pile-supported platforms, repairs to existing concrete bulkheads, new pile-supported boardwalks, and stone revetments; and waterfront permit acquisition support. The work was completed for the City of Yonkers.

- Numerical Modeler for the estimation of the optimum Port layout for the Second Phase Expansion of the container terminal at Port Salalah using the Boussinesq Module (BW) of Mike21 suite of software.

- Design Engineer for an extensive, long-term, field measurement of wind, waves, ship motions, and current conditions of Port Salalah in support of the Phase 2 expansion of the container terminal.

- Numerical Modeler for a comprehensive coastal engineering study in Salalah, Oman. In support of the proposed expansion of a container terminal, coastal engineering studies were performed to assess the adverse implications of construction upon the adjacent coastline using numerical modeling (NSW, PMS, LITPACK, and HD), aerial photography, satellite imagery, and beach profiles during the Monsoon and Non-Monsoon seasons.

- Numerical Modeler for a comprehensive coastal engineering study in Al Ashkharah, Oman. In support of the proposed port construction, coastal engineering studies were performed to assess the adverse implications of construction upon the adjacent coastline using numerical modeling (NSW, PMS, LITPACK, and HD), and beach profiles during the Monsoon and Non-Monsoon seasons.

- Numerical Modeler for a comprehensive series of coastal engineering studies for the design of a new LNG Terminal and Power Plant in Puerto Cortes, Honduras. Local and storm surge conditions at the marine terminal were determined using Mike21's suite of software including PMS, NSW, and NHD.

- Numerical Modeler responsible of the wave agitation study inside the support vessel harbor for the front end engineering associated into the DeKastri Export Terminal, Russia. The scope of the facilities for this complete grass roots crude oil export terminal include a 2.0 Mbbls storage tank farm, power generation and other site utilities, safety systems, terminal staff housing, a combined construction dock and support vessel harbor into breakwater, a loading pier for handling tanker up to 110,000 DWT, and dredging approximately 6,000,000 cu. m for an approach channel, turning basic and berth areas. The wave agitation study was carried out for the optimization of the breakwater layout and meet the required agitation levels in the harbor. The Boussinesq module (BW) of DHI's Mike21 suite of software was used.

- Project Engineer for a 35% design for a LNG and LPG terminal in Ocean Cay, Bahamas for EPC - 2 - Dredging and Reclamation. Project elements include 6,000,000 cu. m of dredging and 2,500,000 cu. m of reclamation to expand an artificial island to include one LNG berth and one LPG berth, a support vessel harbor and over 3,000 m of shore protection structures which includes breakwaters, revetments, groins, cobble beaches, and steel sheet pile. Prepared drawings and specifications as part of contract documents. Prepared pre-bid package for potential dredging companies.

- Numerical Modeler for Ocean Cay LNG and LPG terminal in Bahamas. In support of the proposed terminal construction, wave transformation studies were carried out using the Nearshore Spectral Wave (NSW) module of DHI's Mike21 Suite of program to estimate the nearshore wave conditions for extreme and operational conditions at proximity to Ocean Cay.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

CHRISTOPHER CARR

Coastal Engineer

Registration

Licensed Professional Engineer

Experience Summary

Over twenty-nine years of experience in coastal, ocean, hydraulic, and port engineering and project management on more than 200 projects, worldwide. Extensive experience in the planning and design of ports and marine terminals, breakwaters and coastal structures, shore protection systems, offshore mooring systems, small craft harbors, dredging and land reclamation, wave mechanics, sediment transport, and numerical and physical modeling. Currently Member of ASCE Committee on Coastal Engineering Practice and recently served as co-chairman of an expert committee on Wave and Tsunami Design Criteria, for the State of California. Author of chapter "Environmental Factors in Port Planning and Design" in the forthcoming Handbook of Port Engineering (John Wiley & Sons, 2002).

Credentials

Lehigh University
Bachelor of Science in Civil Engineering
University of Rhode Island
Master of Science in Ocean Engineering
Stevens Institute of Technology
Doctor of Philosophy in Coastal Engineering (degree pending)

Key Projects

- Detail design and preparation of drawings and specifications for port facilities at Champerico, on the West Coast of Guatemala, for the Government of Guatemala. The work included the design of jetties, a breakwater, piers, fender systems, dredging, and ancillary facilities.

- Coastal engineering studies for the Arverne Urban Development Project, for the New York City Department of Planning. Alternatives included beach nourishment and sand bypassing schemes, groin systems, and offshore breakwaters.

- Coastal engineering studies related to siltation and sand accretion problems at the Sandy Hook, NJ, Coast Guard Station. Analysis of wave and sediment transport conditions and evaluation of alternative remediation schemes.

- Lead Coastal Engineer for Sea-Land's new Container Transshipment Terminal at Mina Raysut in Oman. Port master planning, field investigations, hydraulic model studies, and preparation of detailed designs for dredging/reclamation and the marine terminal tender documents. The work includes 1,400 m of new quay construction, crane rail foundations for container cranes, rehabilitation and upgrading of existing quays, fender systems, roads, pavements, buildings, berm breakwater, extensive river and shoreline stabilization systems, and more than 5 million cu. m of dredging and land reclamation.

- International coastal engineering consultant for the Rutenberg Coal Unloading Terminal, in Ashkelon, Israel. This $100 million structure includes a 2 km long trestle and an offshore pier for a traveling ship unloader. The structure has no breakwater and is designed to withstand severe wave conditions, with 14 m design height. The scope of services thus far provided has included establishment of design criteria, analysis of wave conditions and wave forces, dynamic mooring analysis, and detailed structural analysis and design/construction reviews of alternative designs submitted by contractors.

- Principal Engineer for the provision of engineering services for the planning, design, and construction supervision for the current phase of the Haifa Port expansion project (Haifa, Israel). The work for this major project includes a 500 m extension of the existing main breakwater, construction of 2,200 m of quays, roll-on/roll-off ramps, dredging and reclamation of 100,000 sq. m of land, and the addition of container, general cargo, and dry bulk terminals.

- Principal Manager for a major remediation project in Avila Beach, CA. The project required the excavation of petroleum contaminated beach sand and replacing the contaminated material with clean fill. The scope of the project included the design of sheet pile systems for temporary excavations; the design of a new, permanent seawall; and evaluation of the environmental impacts of the work. The project was completed for UNOCAL.

- Partner-in-Charge of an extensive, long-term, field measurement of wind, waves, ship motions, and current conditions at Port Salalah, Oman in support of the Phase 2 expansion of the container terminal. A number of breakwater layouts were developed using the Boussinesq module (BW) of Mike21 suite of software which was followed by a comprehensive 6-month long physical model test study at the Canadian Hydraulics Center (Ottawa, Canada) during which the harbor agitation and motions experienced by three small-scale vessels were modeled to achieve optimal layout for two distinct expansion alternatives.

- Principal Coastal Engineer for the front-end engineering associated with the DeKastri Export Terminal as part of the Sakhalin 1 Phase 1 project in Russia, for a consortium led by ExxonMobil. The scope includes a combined construction dock and support vessel harbor with berm breakwater, a loading pier for handing tankers up to 110,000 DWT, and dredging approximately 6 million cu. m for an approach channel, turning basin and berth areas.

HPA
HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

STEPHEN P. HARDY

Lead Structural Engineer

Registration

Licensed Structural Engineer
Licensed Civil Engineer

Experience Summary

Mr. Hardy has over 29 years of experience in structural design and project management for ports and industrial facilities. Most of these were port projects that had difficult soil conditions and were located near major earthquake faults in California and Alaska. The projects involved various types of waterfront structures including container terminals, oil terminals, recreational piers, Navy piers, and small boat marinas. Also, Mr. Hardy has inspected and performed structural evaluations for several existing piers and bulkheads.

Credentials

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

Key Projects

- Investigation and repair of five mile long concrete retaining wall extending around the entire marina at Marina Del Rey for the County of Los Angeles. Reviewed the structural design for shoring up the existing seawall which has shown some signs of deterioration.

- Project Engineer for the inspection and structural design to repair the concrete seawall surrounding the small boat marina at Marina Del Rey for the County of Los Angeles. A wide range of nondestructive tests were used to evaluate the wall.

- Lead structural engineer for the design of a new 1200 foot fishing pier that includes a wood deck and lightweight concrete pile caps that form a ductile moment frame with the vertical prestressed concrete piles. Work was performed for the Port of San Francisco.

- Structural Engineer for the design of the dock facilities with utility services and onshore buildings which included offices, locker rooms, and a large machine shop for the U.S. Coast Guard in San Pedro, CA. Project Manager during the construction phase to provide construction support services including the review of all submittals, and providing design revisions to accommodate field changes.

  Due to the many pile driving problems, on-site construction support was provided continuously for six months. This work included redesigning pile caps due to out of place piles, approving or rejecting the driven piles, and adding piles to replace or supplement rejected piles. Coordinated all Mechanical, Electrical, and Architectural submittals and field questions with the corresponding sub-consultants. Administrative duties included tracking and negotiating design change orders, preparing invoices, and approving sub-consultant invoices.

- Performed peer review for the reconstruction of the Redondo Beach Pier damaged by storms and fire. Performed three dimensional computer analysis to model the highly irregular shape considering seismic and wave forces. This independent design resulted in making several changes to the original design concepts including changing from timber piles to prestressed concrete piles and simplifying the entire structural system.

- Designed the replacement deck for 600 feet of the Venice Fishing Pier nearest the shore. The project included removing the existing concrete deck, installing new precast segments, and postensioning them together to form a continuous deck. Work was performed for the County of Los Angeles.

- Senior structural engineer providing construction support services for Pier 39 at the Port of San Francisco.

- Project Engineer during the construction phase of Pier 1 and a Steam Plant Building on Treasure Island. The 700-foot long by 120-foot wide pier is the same pier being extended by the above project. Construction services included shop drawing and submittal review, attending weekly jobsite meetings to resolve field problems including structural, mechanical, and electrical.

- Project Engineer and Lead Structural Engineer for the Extension of Pier 1 and a new Steam Plant Building on Treasure Island to provide homeporting for the USS Missouri. The deck structure, composed of precast slabs and cast in place concrete, was supported on both vertical and battered prestressed concrete piles. The steam plant building used a steel braced frame to support conventional metal siding. Responsible for coordinating and directing the design team which included structural, architectural, mechanical, electrical, cost estimating, and specifications. Prepared design calculations, drawings, and the typical Navy Scope of Work for A/E Design Services.

- Rehabilitation of Berths 136-139, Berth 174-181, and Backlands - Port of Los Angeles; San Pedro, CA Sr. Structural Engineer responsible for the design of the concrete wharves to accommodate container ships up to 75,000 tons. The structural engineering work included designing the concrete deck, crane girders, and piles to support 1,000 psf uniform load, gantry crane loads, berthing forces, and seismic loads. The scope of work included removal of the existing timber and concrete wharf, transit sheds, and warehouses, repaving 37 acres of backland, dredging to 45 feet below MLLW, providing slope protection, and adding precast concrete piles and new concrete deck to handle container traffic, gantry crane loads, and a new rail spur.

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ENGINEERS

Professional Profile

DAVID HSUAN

Structural Engineer

Registration

Licensed Professional Engineer

Experience Summary

Over twenty-five years of diversified experience in structural engineering specializing in marine terminal and offshore structural design. Experienced in all stages of project from conceptual to detail design and construction management, covering project management, preparation of design criteria, calculation, drawings, cost estimates, and specifications. Work experience covers both domestic and overseas.

Credentials

Cheng-Kung University, Taiwan
Bachelor of Science in Civil Engineering
West Virginia University
Master of Science in Civil Engineering

Key Projects

- Served as structural engineer for the wharf stabilization project at Port of Hueneme, California. Studied several methods of stabilizing the existing underwater slope of the wharf to accommodate the deepening of the existing seabed to allow for the berthing of larger vessels. Scope of work included the demolition and modification of the existing wharf, design of a Ro-Ro platform and the underwater sheet pile bulkhead in seismic zone.

- Served as a structural reviewer for the Port of Stockton to review the modification of a 67 year old wharf for accommodating a new cement loading system. The scope of review involved the structural concept, interaction between the existing and new lateral system during seismic, vessel berthing during construction, and the safety of the existing wharf to support the construction loads.

- Worked on the strengthening of an existing container wharf in Howland Hook, New York. The front portion of the wharf is demolished to install new piles and crane girder for new crane load. In addition, upgrade fender system for Post–Panamax container ships and install underwater sheet pile bulkhead for future dredging.

- Involved in the design of a product oil pier in Avila Beach, California. The existing pier, was the demolished during a winter storm. Pier structures consisted of a crude unloading platform, 2900 foot of steel trestle and intermediate anchor towers to resist wave slamming and seismic forces.

- Design of fender system, berthing and mooring dolphins for crude oil marine terminal in Belawan, Indonesia to accommodate 10,000 dwt tanker.

- Design of fender system and jacket type berthing dolphins for a crude oil marine terminal to accommodate 72,500 dwt tanker in Inchon, Korea.

- Served as Marine Structural Engineer for the study of upgrading and expanding an existing 6-berth product oil marine terminal in Ras Tanura, Saudi Arabia for increasing product oil export.

- Performed Constructability analysis and design for the construction of the crude oil terminal in DeKastri, Russia Far East Coast. The tasks included the study of fabrication, transportation and installation of gravity caisson structures to resist ice impact force, Construction Dock planning and design for off-loading modules, construction equipment.

- Served as Structural Engineer for the design of 12-pile drilling and production platform at 205-foot water depth, offshore Santa Barbara, California, for Unocal. Performed structural analysis for wave loading, seismic responses, static push-over for structural ductility analysis.

- Served as Structural Engineer for the design of 6-pile drilling and production platform at 95-foot water depth, offshore Point Hueneme, California, for Unocal.

- Served as Structural Engineer for the front-end design of a drilling and production platform at 550-foot water depth in Gulf of Mexico for Santa Fe Minerals. Performed structural analysis for wave loadings, structural tow-out and floatation.

- Served as Structural Engineer for the bid design of 8-pile gas drilling and production platform at 235-foot water depth, offshore Trinidad for Trintomar. Also served as project engineer in the fabrication and construction stage.

- Served as Structural Engineer for the expansion of crude oil marine facilities in Yanbu, Saudi Arabia to accommodate 400,000-dwt tanker. Reviewed Contractor's detail design and construction procedure in Milan, Italy.

- Performed structural designs for modifying an existing crude oil loading terminal in Mina Al-Ahmadi, Kuwait to accommodate 276,000-dwt tanker for multi-product oil loading. Cantilever steel caissons were used as berthing dolphins to upgrade the berthing capacity of the existing piers.

- Served as Structural Engineer for the study and modification of an existing crude oil marine terminal in Rotterdam, Holland to accommodate 276,000-dwt tanker. Cantilever steel caissons were used as berthing dolphins to upgrade the berthing capacity of the existing piers. Performed computer mooring analysis.

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ENGINEERS

Professional Profile

TONY KLEMENT

Lead Civil Engineer

Registration

Licensed Professional Engineer

Experience Summary

Experienced in the design of marine structures as well as above water and underwater inspection, including design of repairs and report writing. Experience in structural and architectural plan review for compliance with city and state codes. Experience in field and laboratory testing of soils and construction materials. Also hands-on experience in commercial and residential construction.

Credentials

California State Polytechnic University, Pomona
Bachelor of Science in Civil Engineering
Pacific Christian College, Fullerton, California
Associate of Arts in Cross Cultural Studies
Santa Barbara City College, Commercial Diver Training
International Council of Building Officials,
Certified Special Inspector for Reinforced Concrete
New Mexico State University, Las Cruces
Certified Bridge Inspector

Key Projects

- Performed underwater inspection of recreational boat marina for 250 vessels. Inspection included evaluation of piers and floats including hardware and connections. Marina Del Rey, CA.
- Designed storm drain system for 20 Acre marine terminal including water treatment systems. Also designed sanitary sewer system for site. Design included evaluation for very high wheel loads. San Diego, CA
- Design of the 69th Street Pier in Brooklyn, NY, including cast-in-place concrete pile caps and precast deck panels.
- Design of over 3,800 lineal feet of sheet pile walls for an oceanfront environmental remediation project in Guadalupe, CA for Unocal. Project included the design of a cellular cofferdam to resist high wave forces.
- Performed structural and architectural plan checking to verify code compliance for numerous homes, residential additions, and commercial alterations for the City of Los Angeles Department of Building and Safety.
- Designed over 3,500 linear ft. of sheet piles walls for an environmental remediation project in Avila Beach, CA for Unocal. The design included cantilevered walls, screw anchors, and grouted tiebacks, with retained walls as high as 37 ft.
- Prepared repair bid documents for the rehabilitation of Berths 70-71 and 238-239 at the Port of Los Angeles. The repair work included pile jacketing, shotcrete, patching and epoxy injection.
- Performed key role in development of new "Type V Sheet," involving a complete revision of seismic standards for residential construction; for the City of Los Angeles, following 1994 Northridge Earthquake.
- Performed on site soil investigation including soil gradation, maximum density, moisture content, expansion, and in-situ density. Collected and tested concrete samples including slump, and 7, 14, and 28-day strength test, for digester modification project at Chino Basin Wastewater Treatment Facility, Chino, CA.
- Underwater inspection and evaluation of the Avila Municipal Pier, in Avila Beach, CA. Extensive work was done documenting marine borer activity. The evaluation also gathered the data required for a structural analysis of the pier.
- Performed field sampling and testing as well as laboratory testing of soils and roadway construction materials, including maximum density, in-situ density, gradation, expansion, moisture content, and visual observation for compliance with grading standards; for the hillside residential development by Louis Homes, Marshal Canyon Estates, in La Verne, CA.
- Designed flood-control system for 150 acre oceanfront canyon. Project included site surveying, runoff analysis based on local historical records, weir sizing, and channel design using a computer program developed to implement the County of Los Angeles Flood Control Manual. Project emphasized very low cost, locally available materials, and aesthetics; Campus By the Sea, Gallagher Canyon, Santa Catalina Island, CA.
- Provided construction support services for the rehabilitation of the Cabrillo Fishing Pier for the Port of Los Angeles. The rehabilitation work included pile jacketing, shotcrete, patching and epoxy injection.
- Performed above water and underwater structural inspections on over 14 miles of concrete wharves and prepared reports for the Port of Los Angeles Concrete Wharf Inspection Program with computerized data entry into the port's defect management data base. Also performed archival research and computer storage of information for a data base involving over 200 waterfront structures.

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Professional Profile

ROBERT J. ANDREWS

Civil Engineer

Registration

Licensed Professional Engineer

Experience Summary

Mr. Andrews is a registered Professional Engineer with over 16 years of civil engineering experience as an Engineer and Project Manager. Mr. Andrews has 12 years of experience in civil engineering project planning, design, and construction of Port development projects. As such he has been responsible for overseeing diverse interdisciplinary teams responsible for initial planning, scheduling and budgeting, environmental documentation and permitting, design and construction of a diverse range of projects including dredging, rail terminals, roadways, marine container yards and wharves, and public shoreline access.

Credentials

University of California, Berkeley
Bachelor of Science in Civil Engineering

Key Projects

- Served as Project Manager and Supervising Civil Engineer for the Port of Oakland Vision 2000 Development Program. The program included conveyance of former Navy property to the Port and design and construction of 270 acres of marine container terminals, 6,000 feet of wharves, two miles of roadway, 125-acres of inter-modal rail terminal and a 40-acre waterfront park. Mr. Andrews was responsible for the development of the project alternatives and associated engineering analysis for the base closure and conveyance documents prepared by the Port and the Navy and for the preparation of the initial scope definition, budget and schedule for the program. Mr. Andrews was the project manager for this program responsible for budget and schedule management and also supervised the Port's design management staff responsible for the preparation of the design plans and specification for the project. As such Mr. Andrews was directly involved in the design of all of the elements of these facilities, which included the geo-technical design of the channel embankments and container yards, grading, dredging, excavation and bay fill placement, cement deep soil mixing, asphalt and interlocking paving stone pavement design, storm and sanitary sewer design, railroad design, marine terminal gate and facilities layouts and design (including maintenance and repair facilities, administrative offices, reefer wash facilities, reefer racks and in-ground bunkers, and marine operations and longshore facilities), marginal wharf design and railroad design. Mr. Andrews was also supervised the Port's maritime construction Department who were responsible for construction management and inspection of the public access components of the program as well as the final phases of Berth 55/56 (Hanjin) terminal development.

- Served as Project Manager responsible for preparation of a Feasibility Study including all of the engineering analysis, construction scheduling and construction cost estimating for the - 50' channel deepening project at the Port of Oakland. This study was completed in less than a year and led to congressional approval of the project under what is known as a section 203 authority. This is the only successful completion of a "Section 203 Study" ever.

- Provided engineering expertise required to implement the long-delayed - 42' channel dredging project at the Port of Oakland. He was part of a three-person team that negotiated the Project Cooperation Agreement between the Port and the Army Corps of Engineers Headquarters. He also coordinated the provision of all lands easements and rights-of-way that the Port contributed to the Project and was the point of contact with the Corps during construction. During the final stage of design of the project, He was assigned at the request of the District Engineer to work in the Corps District office to help shepherd the project into construction. Mr. Andrews was also responsible for the initial planning, engineering, budgeting and scheduling for the construction of an upland dredge disposal facility that was constructed on the site a former golf course and landfill.

- Associate Engineer responsible for developing scope, budget and schedules for proposed Capital Improvement projects at the Port of Oakland. Tasks included the use of AutoCADD, Excell, Word, Microsoft Project and Primavera for preparing preliminary designs, cost estimates and schedules. Design experience included marine terminal yard and gate layouts, roadway geometry design, asphalt pavement design, storm drainage design, grading design, channel dredging design.

- Design Engineer for a roadway improvement project for the City of Oakland. Work included design of a small retaining wall, pavement design, roadway geometry design, signage and striping, storm drainage design and coordination of utilities undergrounding for a two-mile section of a residential street that was widened and modified to add curb and gutter and sidewalks.

- Participated with teams of structural and civil engineers in structural damage assessment for a variety of buildings in the City of Oakland that were damaged during the 1989 Loma-Prieta earthquake.

- Performed a variety of hydrology studies and storm drainage/flood control analyses and design for the City of Alameda.

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ENGINEERS

Professional Profile

CHARLES GARRISON

Lead Engineer-Diver

Registration

Licensed Professional Engineer

Experience Summary

Over 17 years of experience in the inspection, design, project management, construction management and repair of marine and port/harbor related projects. This experience has included the above and underwater inspection of piers, docks, marinas and bridges; as well as the structural design of piers, vessel launchings and moorings. Also has been responsible for the planning, scheduling, budgeting and overall management of projects.

Credentials

North Carolina State University
Bachelor of Science Degree in Biological and Agricultural Engineering with emphasis on machine design.
The George Washington University
Master of Science Degree in Civil and Environmental Engineering with emphasis on Structural Engineering.
Three year scholarship in Army ROTC
Engineer Officer Basic Courses, Job related courses dealing with military technical engineering application. Classes in Civil, Mechanical, Construction, and Electrical Engineering as they apply to military engineering.
Naval Diving and Salvage Training Center (NDSTC)
Basic Diving Officer and Salvage
PADI Rescue Diver Qualified

Key Projects

- Serving as Project Engineer for steel and timber Imperial Beach Fishing Pier above water and underwater repair design inspection for the San Diego Unified Port District. The project includes design of repairs, timber coring, dissolved oxygen testing to determine the effectiveness of the timber pile wraps and the use of a snooper for underdeck inspections.

- Serving as Project Manager for the above water and underwater condition assessment inspection of the timber Seal Beach Municipal Pier for the City of Seal Beach. The inspection included use of a snooper for the underdeck portion of the inspection. The project also includes the structural evaluation of the Pier for fire truck loading, the development of 3 concepts for alternative fender designs for the boat landing, timber coring, and dissolved oxygen testing to determine the effectiveness of the timber pile wraps.

- Served as Project Manager for the above water inspection of the concrete Pier 35 at Mare Island, CA. Also performed a preliminary structural analysis of the pier to evaluate it for the future use of transferring dredge spoils from barge to shore. The work was performed for the U.S. Navy.

- Part of a team to install wave gage monitors and study the wave action within a marina basin at the Port of Richmond, CA.

- As the Engineer-in-Charge and Navy Diver of an underwater pier inspection, recorded and validated inspection results collected by a contractor. Set up a Navy Dive team to validate these results. Coordinated with the customer (Public Works Charleston), consolidated and analyzed the results and reviewed the inspection results. Utilized a Naval Civil Engineering Lab (NCEL) inspection program to evaluate the collected data and to assist in the development of this program's utilization on a Lap Top computer. Work was performed at the Charleston Naval Ship Yard, SC.

- Served as Navy Diver and a back up Engineer-in-Charge, conducted underwater inspections to quality control contractor installation efforts on the MSF facility in New London, CT at various stages during its construction.

- As Engineer-in-Charge at the end of this three month pier inspection in Concord, CA, aided the contractor in consolidating the inspection data, compared the inspection with the needs of the customer, and gave the de-briefing with preliminary results.

- As Engineer-in-Charge, set up the inspection requirements for a fuel pier, several ship piers, and wharves and bulkheads at Ozul, Treasure Island, and Hunters Point, CA. Gave pre- and de-briefs to customers and provided quality assurance to the inspections.

- Served as part of a team to conduct an Underwater Inspection of the Navy Supply Center, Pearl Harbor piers. Also conducted Quality Control inspection dives on this project to check up on the contractor doing the inspection.

- Conducted an underwater inspection of Pier Victor in Guantanamo Bay, Cuba using Underwater Construction Team One. Wrote the underwater inspection report including structural analysis and repair design recommendations with cost estimates.

- Conducted underwater inspections of several facilities in Guantanamo Bay, Cuba. This inspection included a bridge with severe scour problems, a 2000-ft of bulkhead, and a recreation pier. Wrote the underwater inspection report including structural analysis and design of repair recommendations with cost estimates.

- Conducted an underwater inspection of an aircraft carrier pier in San Diego while it was being constructed. This quality control inspection provided corrections to the construction without requiring contract modifications.

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HAN-PADRON ASSOCIATES
ENGINEERS

Professional Profile

YEHOSHUA GILAD

Mechanical Engineer

Registration

Licensed Professional Engineer

Experience Summary

Twenty-nine years of domestic and international experience in planning and design of liquid petroleum cargo handling and storage systems, facilities, pipelines, and waterfront/offshore mechanical utility systems. Projects have included offshore and onshore petroleum terminals, offshore cargo transfer systems (FPSO), military marine terminals, and container and general cargo terminals. Specific areas of competence are flow analysis, piping/ pumping design, instrumentation, vibration analysis, and rotating equipment.

Credentials

Technion - Israel Institute of Technology
Bachelor of Science in Mechanical Engineering
Master of Science in Mechanical Engineering
Rice University
Graduate Courses in Electrical Engineering
University of Houston
Graduate Courses in Electrical Engineering

Key Projects

- Feasibility studies, conceptual and final designs related to all waterfront work for the U.S. Coast Guard relocation from Governor's Island NY, to two new bases at Rosebank (Staten Island, NY) and Bayonne, NJ. Small craft harbors will be constructed at both sites to service the USCG fleet. Common facilities required at both sites include fixed pier construction, floating docks, walkways and gangways, breasting dolphins, fender and mooring systems, boat handling equipment, and electrical and mechanical utility services. Design of all potable water piping; fire water piping; sanitary sewer piping; gasoline and diesel fuel delivery systems; all utility piping, heat tracing and insulation; and life saving systems.

- Field surveys, detail design, specifications, and cost estimates for rehabilitating and extending the sanitary sewer and potable water systems and providing a new diesel fuel system, including new metering, hydrants, hose connections at the U.S. Coast Guard Station, Sandy Hook, NJ, for USCG Facilities Design and Construction Center, Norfolk, VA.

- Design of potable water, sewerage, natural gas, and storm water drainage system on Canarsie Pier (recreational pier) in Brooklyn, NY. Design of all mechanical utilities for a new Ranger Station on the pier. Work performed for the National Park Service.

- Rehabilitation of the Fulton Landing Pier (Bargemusic) included design of new potable water and firewater piping, and rehabilitation of the metering pit. Work performed for New York City Economic Development Corporation (EDC).

- Rehabilitation of the Brooklyn Army Terminal Pier 4 included design of new potable water, fire water, sanitary sewer, storm sewer, and natural gas piping. Work performed for New York City Economic Development Corporation (EDC).

- Requirements Hazard Analysis for the entire Pier Complex and associated shoreside facilities at Naval Weapon Station Earle, Colts Neck, NJ. The work was carried out for Naval Facilities Engineering Command, Northern Division, and included Preliminary Hazard Analyses (PHA), Safety Requirements and Criteria Analysis (SRCA), Subsystems Hazard Analysis (SSHA), System Hazard Analysis (SHA), and Operation and Support Hazard Analysis (O&SHA), all in accordance with MIL-STD-882C. The primary method of analysis utilized in this project was Energy Trace and Barrier Analysis (ETBA). The deliverables were six detailed reports.

- Design of repair and rehabilitation of a 2,000 ft long quaywall, and replacement of deteriorated mechanical and electrical utilities at the Naval Submarine Base New London, CT. Lead mechanical engineer responsible for site inspection, evaluation of quaywall condition, design supervision of repair, relocation, or replacement of medium pressure steam and associated condensate return piping, compressed air piping, and portions of the sanitary sewer and fire protection piping systems.

- Requirements Hazard Analysis for several facility design and construction projects at Naval Weapon Station Earle, Colts Neck, NJ. The work was carried out for Naval Facilities Engineering Command, Northern Division, and included Preliminary Hazard Analyses (PHA), Safety Requirements and Criteria Analysis (SRCA), Subsystems Hazard Analysis (SSHA), System Hazard Analysis (SHA), and Operation and Support Hazard Analysis (O&SHA), all in accordance with MIL-STD-882C. The method of analysis utilized in this project was Energy Trace and Barrier Analysis (ETBA). The deliverables were six detailed reports.

- Field surveys, detail design, specifications, and cost estimates for the rehabilitation and/or upgrading of the waterfront mechanical utility systems at the U.S. Coast Guard Stations at Barnegat, NJ, Fort Macon, NC, Atlantic City, NJ, and Baltimore, MD, for the USCG Civil Engineering Unit, Cleveland, OH.

- Accident investigation and damage assessment to a loading platform and three Woodfield loading arms damaged in a collision by a turning ship, at Mobil Oil Paulsboro Refinery, Paulsboro, NJ. The investigation included a visual inspection of the apparent damaged components followed by a thorough review of the associated drawings of the loading arms. The extent of the damage in terms of dimensional limit exceedance was evaluated and component reparability versus replacement was assessed.

Dimitrios K. Siaterlis, P.E., Senior Electrical Engineer

Education	BSEE, 1980, University of Washington
Registration	1987/WA/#23791
Experience	22 years

Redondo Heights Park & Ride
Project management for transit park and ride facility. Electrical design included electrical service, parking lot lighting and design for lighting of 276th Street and Pacific Hwy South of the site.

STIA Roadway Lighting Upgrade
Evaluated existing lighting of roadways and bridges of the freeway and Air Cargo Road from 170th Street to SeaTac Airport (total of 90 poles). Recommended lighting criteria and a new energy efficient lighting system. Prepared plans, specifications and cost estimates for final design for upgraded roadway lighting system. Also, provided support during construction.

SeaTac South Access Improvement Lighting
Designed electrical upgrade to the existing lighting service in the south area and provided all underground conduit, hand holes and wiring to all new roadway lighting poles for the revision and widening of the south access roadway at SeaTac Airport. Also, provided support during construction.

Bellevue Transit Center
Project management for electrical design of the Bellevue Transit Center. This project included power and lighting of the transit platform and roadway lighting on both sides of the platform (two blocks).

MLU Pier, Lake Union Shore Power Electrical Service
Project management and design electrical services for shore power to vessels at MLU Pier at Lake Union. Prepared load calculations, drawings, specifications and cost estimates. Provided services during construction and coordinated with Seattle City Lights for electrical service connections.

WSF Eagle Harbor Maintenance Facility Power & Lighting Upgrades – Project Manager to review five partially completed plans (prepared by WSF) and complete for bid package for power distribution and lighting of the facility.

WSF Bainbridge Island Ferry Terminal Overhead Loading Modifications
Project Manager for electrical modifications required to replace the existing winch motor, relocate existing receptacle circuits at the bottom of the tower, replace existing lighting and relocate CCTV camera and monitors at the elevator cab. Also provided lighting design for the 570 feet of walkway from the terminal to the vessel.

U.S. Coast Guard Pier 37, Seattle, Washington
Project management, electrical design and cost estimates for demolition and replacement of existing underpier electrical systems including shore power, area lighting, fire alarm and telephone/communications systems.

WSF Kingston Ferry Terminal
Project management and electrical design of new facilities including electrical power distribution, lighting and communication for function, safety and security. Electrical and lighting design for covered walkways, and overhead loading facilities.

Denny Jhaveri, P.E., Mechanical Sr. Design Engineer

Education	BSME/WWC, Walla Walla, WA/1967
	Power Plant Engineering, Graduate Course, OSSHE/ Portland State University/1968
Registration	OR #11293 / WA #11969 / CA #24657
Experience	30 years

San Francisco Bay Area Rapid Transit District, Colma Station – Daily City, CA
Five level parking structure, mechanical, HVAC, plumbing and fire protection.

Long Beach-Los Angeles Rail Transit Project – CA
Design of HVAC systems for Traction Power Substations, maintenance facility and DWP building.

Los Angeles County Transportation Commission – CA
The Long Beach - Los Angeles Rail Transit Project, HVAC & Utility Coordination for substations, DWP Control and Security, Signal, and Maintenance Buildings.

Sacramento Rail Transit, South Sacramento Substations – Sacramento, CA
HVAC Upgrade, air conditioning replacement.

McDonnell Douglas Aircraft Co. – Long Beach and Torrance, CA
Building 54, Aircraft C-17, wing tank ventilation, gas detection & monitoring, airline respirators & breathing air, and communication systems at assembly jig, clean-up, lay-down and half-join areas.

General Services Administration
- Federal Bldg. and Courthouse, 312 N. Spring Street, Los Angeles, CA; Bldg. in National Register of Historic Bldg., 19 stories, 850,000 sq. ft., building evaluation report and HVAC system.
- Custom House, 300 N. Los Angeles Street, Los Angeles, CA; 11 stories, 1,200,000 sq. ft., building evaluation report and HVAC system.

City of Portland, Portland Water Bureau – Portland, OR
Water Control Center/Water Quality Laboratory: HVAC and plumbing systems.

Oregon Health Sciences University – Portland, OR
Baird Hall, Student Health Service: HVAC and plumbing design.

Various Hospitals
Project Mechanical Engineer for:
1. St. Peter Hospital (9 story, 170000 SFT), Tacoma, WA
2. St. Vincent's Hospital (7 story, 195000 SFT), Portland, OR
3. Veterans Admin. V.A. Hospital (490 Bed, 1750 Ton AC, 1500 HP Boilers), Portland, OR.

Ruby Junction, NRV and MOW Facility Expansion, Tri-Met – Portland, OR
Preliminary design of mechanical - HVAC and plumbing system.

Nuclear Physics Lab., University of Washington – Seattle, WA
Process cooling, cooling tower, fan coil units, heat recovery.

University of Washington, Nuclear Physics Lab Expansion – Seattle, WA
Specification and design for HVAC, heat recovery, and process cooling for utilities expansion.

MEC ANALYTICAL SYSTEMS, INC.

David W. Moore, Ph.D.

Lead Scientist

Education

Ph.D. Environmental Health, University of South Carolina, 1988
B.S. Biology, Washington and Lee University, 1983

Qualifications

Dr. Moore has 20 years of experience in the field of aquatic toxicity testing and biological risk assessment. During this time, research conducted by Dr. Moore has led to new testing protocols accepted by the U.S. Environmental Protection Agency (EPA), the U.S. Army Corps of Engineers (USACE), and the American Society for Testing and Materials (ASTM). In addition, Dr. Moore has served on the tri-services ecological risk assessment task force and has been involved in the conduct and review of numerous ecological risk assessments.

Dr. Moore has authored or co-authored more than 30 publications that have appeared in environmental journals such as *Environmental Toxicology and Chemistry*, *Aquatic Toxicology*, and *Environmental Pollution*. He has presented the results of his work at numerous national and international meetings, including the past twelve Society of Environmental Toxicology and Chemistry (SETAC) annual meetings.

For his work in the field of contaminated sediments, Dr. Moore received the 1998 Department of the Army Research and Development Award.

Relevant Experience

Project Manager, IDIQ Contract, U.S. Army Corps of Engineers, San Francisco District, California. Dr. Moore has overseen more than 20 individual work orders under this $3 million contract. Individual task orders have included a range of environmental, chemical, and biochemical services to determine, ultimately, the relative risks associated with sediments in the San Francisco Bay and surrounding area waters.

Project Manager, Review of Treasure Island, San Francisco Redevelopment Agency, California. Dr. Moore directed the assessment of potential toxic risks associated with closed U.S. Naval stations such as Treasure Island. For this project, Dr. Moore managed the review of initial remedial investigations and noted the need for additional risk analyses.

Project Manager, Ecological and Human Health Risk Assessment for Deep-Water Sinking Exercise (SINKEX), U.S. Navy. Dr. Moore helped to direct the deep-water SINKEX environmental risk assessment for the U.S. Navy. The first phase of the study assessed impacts to the marine environment by examining toxicity, contaminant concentrations, and benthic community structure in sediments near the sunken WWII vessel. The second phase examined any potential risk to human health. Dr. Moore oversaw the creation of sampling methods and protocols, quality assurance measures, and specialized testing.

MEC ANALYTICAL SYSTEMS, INC.

William Isham

Marine Biologist

Education/Certifications

B.S. Biological Science, Florida Institute of Technology – 1982
40-Hour HAZWOPER Training

Qualifications

Mr. Isham has over 12 years experience as a biologist specializing in marine, wetland, and freshwater stream biology. He is currently program director for freshwater stream bioassessment studies in San Diego and Orange Counties. He has extensive experience leading field surveys in marine waters off Southern California including the Southern California Bight Pilot Project, the Bight '98 survey, and the Port of Long Beach/Port of Los Angeles Baseline Biological Surveys of 1996 and 2000. He has performed biological studies in many California wetlands, including San Dieguito Lagoon, Agua Hedionda Lagoon, Morro Bay, Napa Sonoma Marsh, and Anaheim Bay. He is responsible for survey design, field collection, taxonomy, laboratory analyses, and reporting. He has demonstrated expertise with fish and insect taxonomy. He has participated in bird, vegetation, and ground water monitoring surveys for impact assessment of construction activity. He has also completed training in wetland delineation using the U. S. Army Corps of Engineers protocol.

Mr. Isham spent 2 ½ years working in the larval fish laboratory of Southwest Fisheries Science Center where he identified icthyoplankton from the CalCOFI surveys of 1985-1994, as well as updated historical sample identifications. Other recent projects include fish and benthos impact assessment at the mouth of the Columbia River and the NAASCO and Southwest Marine Shipyards and benthic recovery assessment in America's Cup Harbor after remediation dredging. As a technical writer, he has contributed to many EIR/EIS documents, habitat management plans, and reports.

Mr. Isham is currently responsible for corporate compliance with government safety and health regulations. His past work experience includes gas blending chemistry, technical writing, and general laboratory management, as well as hazardous materials handling. Mr. Isham is OSHA certified.

Relevant Experience

Field Biologist, Bight 98 Regional Monitoring Program. Led benthic field survey and assisted with otter trawl fish surveys from San Diego to Point Conception. Assisted with the analysis of laboratory samples.

Program Director, San Diego County Regional Stream Bioassessment. Manages and conducts field sampling, habitat analysis, and laboratory processing at 23 stream sites in San Diego County following the California Stream Bioassessment Protocol. Performs insect taxonomy and is responsible for data interpretation and reporting.

Program Director, County of Orange Regional Stream Bioassessment. Manages and conducts field sampling, habitat analysis, and laboratory processing at 15 stream sites in Orange County following the California Stream Bioassessment Protocol. Performs insect taxonomy and is responsible for data interpretation and reporting.

Work Plan

a. Approach to Perform Contract Work

Project Understanding

The Los Angeles County Department of Beaches and Harbors is seeking one or more qualified contractor(s) with experience in coastal engineering projects to provide consulting and engineering services. The selected contractor(s) should have a staff of registered civil and structural engineers qualified to perform assignments such as preparing engineering drawings, reviewing engineering documents, inspecting marine facilities, and designing engineered structures. The contractor(s) will work with Department staff and other contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department.

The marina area contains a number of waterside public and private improvements which require structural inspection and occasional repair. Although the County has leased a substantial portion of the harbor to private developers, it has retained control over limited portions of the harbor for public safety, waterfront access, and operational facilities. Some of the marina facilities that may require harbor engineering services include seawalls, public beach, parks, roads, parking lots, boat storage yard, signs, library, administration buildings within the harbor, and the submerged areas inside the main channel. Additional marina facilities that may be encountered include recreational piers, floating docks, piles, gangways, bridges, breakwaters, promenades, boat launches, channel and turning basin dredging.

The beach area consists of 21 beaches, and other coastal areas along approximately 30-miles of the County's coastline – including county, state, and city beaches. The beach areas are subject to considerable wave and wind forces. Beach facilities that may require engineering services include revetments, groins, jetties, piers, and other coastal infrastructure subject to tidal and wave actions. Other beach facilities include restrooms, maintenance yards, parking lots, retaining walls, pedestrian bridges, bike paths, life guard towers, picnic areas, and other support facilities. In addition to the facilities listed above, the beach area is subject to erosion, sand deposition, flooding, and other natural occurrences caused by interaction with wave forces.

In addition to inspecting, maintaining, and repairing existing County harbor and beach facilities, the Harbor Engineer may be responsible for review of plans submitted by tenants or other developers, providing construction management services, assess harbor navigation issues, provide cost estimates, provide professional support at various public meetings, and evaluate the effectiveness of repairs completed by others.

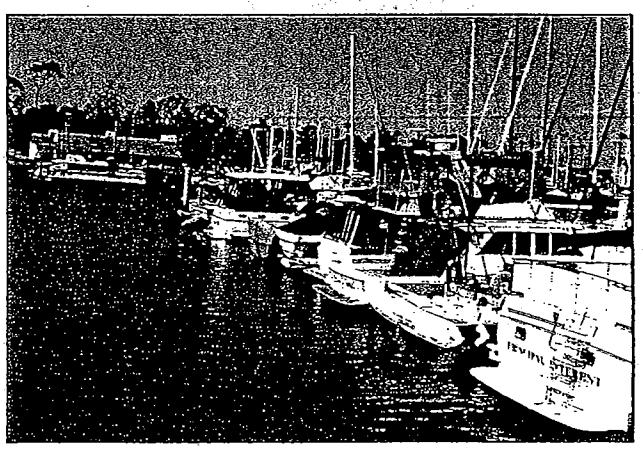
Overview of the HPA Team

Recognizing the Department of Beaches and Harbors' need for timely and efficient delivery of a broad range of engineering services, Han-Padron Associates, LLP (HPA) has assembled a team of professionals who are experts in marine and coastal engineering and its related disciplines. In addition, the team is comprised of experts in the fields of geotechnical engineering, electrical engineering, mechanical engineering, storm water/water quality assessment, and biological assessment/ monitoring.

The HPA Team has extensive experience designing, inspecting and maintaining facilities and structures in the coastal environment. Many of our projects involve similar issues that may be encountered during the course of this contract.

The HPA Team will consist of Han-Padron Associates (HPA), Diaz-Yourman and Associates (DYA), Elcon Associates, and MEC Analytical Services (MEC). The Team and its key personnel have a long history of successful marine project experience. An organization chart showing the team structure and responsibilities is included on the following page.

HPA will act as the Contractor's Representative and lead the team. HPA will be responsible for all of the civil, coastal, structural engineering, inspection and construction management issues that may arise during the course of the contract. Ron Heffron will act as the Principal-In-Charge, assuring that the necessary staffing and expertise are brought to bear during the course of the project. Warren Stewart will serve as the Contractor's Representative. John Schock and Mike Middleton will serve as the Harbor Engineers, providing the day-to-day contact with the HPA Team and Department staff.



DYA is responsible for all geotechnical engineering efforts, including data collection, sampling, soil characterization, and environmental assessment. Elcon Associates will provide electrical and mechanical engineering services. MEC is available to respond to environmental issues related biology, marine biology, and marine and storm water quality.

DYA and Elcon Associates are disadvantaged business enterprises. DYA is certified by the State as a Small Business Enterprise. A copy of their certificates and other documentation is attached in Section 6 of this proposal.

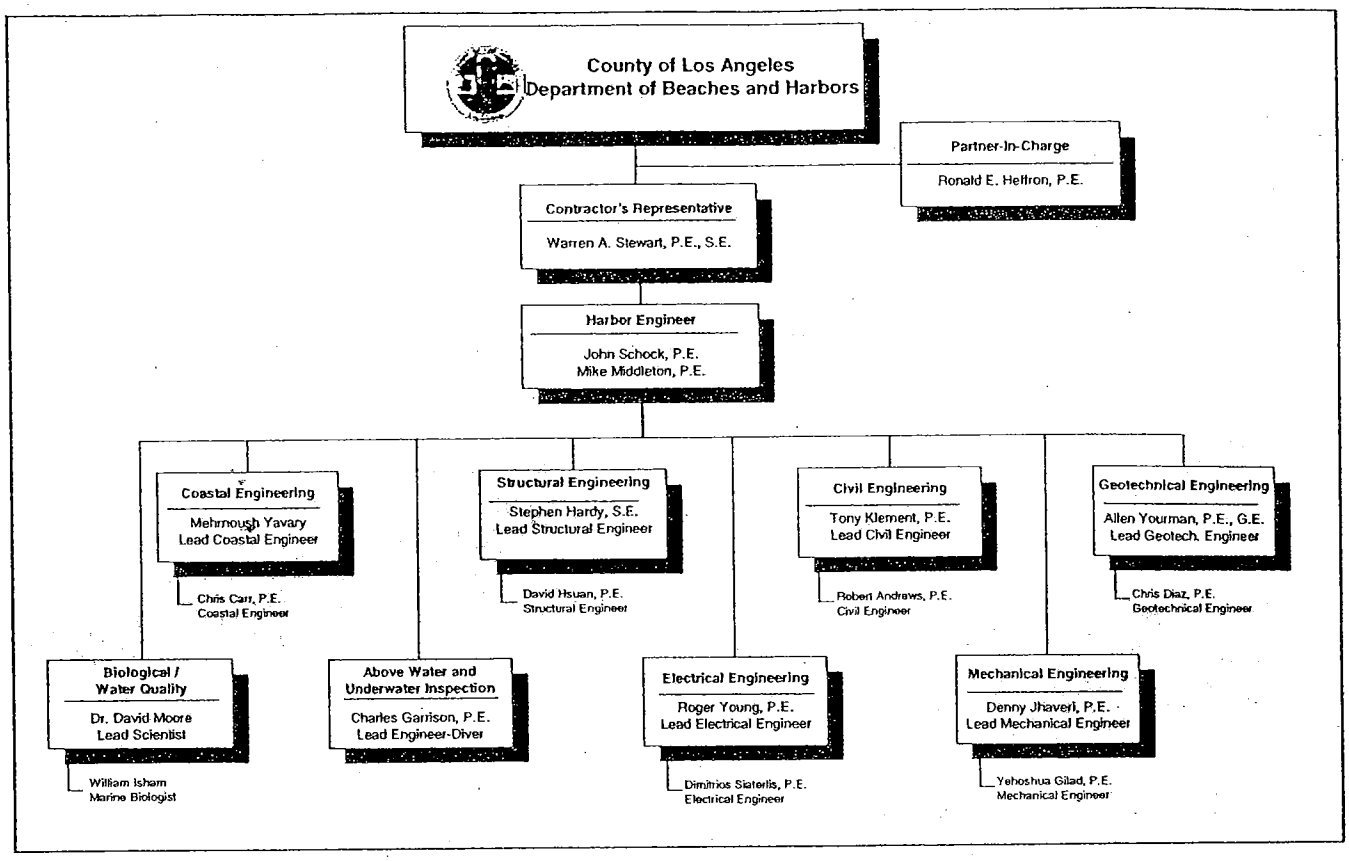
Han-Padron Associates Overview

Han-Padron Associates, LLP (HPA) was established in 1979 and is one of the very few consulting engineering firms dedicated exclusively to engineering projects in the marine environment. HPA is a full service firm, providing services in each of the following disciplines as they relate to marine environment:

- *structural*
- *civil*
- *ocean*
- *coastal*
- *geotechnical*
- *hydraulics*
- *naval architecture*
- *diving*
- *master planning*
- *mechanical*
- *process*
- *materials handling*
- *electrical*
- *instrumentation/control*
- *communication*
- *cathodic protection*
- *operations research*
- *security assessments*

HPA's principal areas of practice are civil/structural engineering, as well as coastal engineering. The other disciplines serve as support to the principal practice areas. Typical projects undertaken by HPA include the planning and design of marinas, floating ship moorings, fixed and floating breakwaters, fishing piers, seawalls, container terminals, liquid bulk terminals, dry bulk terminals, waterfront infrastructure, and offshore mooring systems. In addition, HPA maintains a strong practice in the field of above and underwater inspection, rehabilitation and upgrade of marine facilities.

HPA has earned a reputation for excellence in providing design solutions for marine engineering projects. This reputation is founded not just on technical proficiency, but on a firm belief in the rewards of superior client service. The hallmarks



of service for which HPA is known and that the Department of Beaches and Harbors can expect include:

- *Responsive Service* – HPA's Contractor's Representative is located within thirty minutes of the Department of Beaches and Harbors' offices, enhancing responsiveness even further.
- *Technical Competence* – The key to constructible designs and efficient design production is experience. Since marine work is HPA's exclusive focus, this dedicated experience pays dividends to clients in the form of cost-effective designs, minimal construction change orders, and client satisfaction.
- *Creative Thinking* – HPA's corporate culture encourages project managers and senior design personnel to take a step back and view each challenge from differing perspectives. This basic step nearly always results in some level of innovation and added value to the client.

Diaz-Yourman Associates Overview

Diaz•Yourman & Associates (DYA) is a privately held geotechnical consulting service founded in December 1992. The founding principals, Messrs. Gerald M. Diaz, P.E., G.E. and Allen M. Yourman, Jr., P.E., G.E., together have more than 70 years of geotechnical experience. While most of their professional experience has been in California, they have completed projects across the United States and overseas. They have each practiced in Southern California since 1978. Each principal has hands-on technical involvement in ongoing projects. DYA's office is located in Santa Ana.

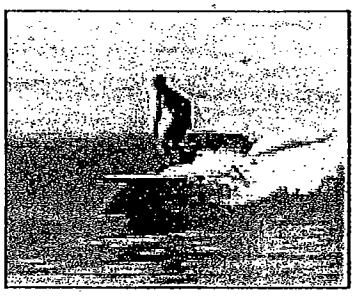
Elcon Associates Overview

Founded in 1975, Elcon Associates, Inc., a consulting firm of 53 including 16 registered professional electrical engineers, specializes in the planning and design of electrical power and lighting systems within the marine environment. The regional office is located in Long Beach,

California and is supported by offices in Portland Oregon, Seattle Washington, and Sacramento California.

Elcon's management philosophy is based on a hands-on, proactive, communicative attitude to seek out the significant issues for each project on the client's behalf, and coordinate the electrical systems work with the other engineering and design disciplines on the team quickly and efficiently.

MEC Analytical Systems, Inc. Overview



MEC Analytical Systems, Inc. (MEC) is a privately held California corporation doing business since 1975. MEC has specialized in marine and aquatic sciences, providing a diverse range of environmental and toxicological services for government, municipal, and private clients. MEC's experienced team of scientists and technicians have extensive experience conducting ecological evaluations, biological resource inventories, ecological risk assessments, habitat valuation, and GIS mapping along the southern California coast.

MEC operates from their headquarters office in Carlsbad, California and other office/laboratory locations in Tiburon, California and Sequim, Washington.

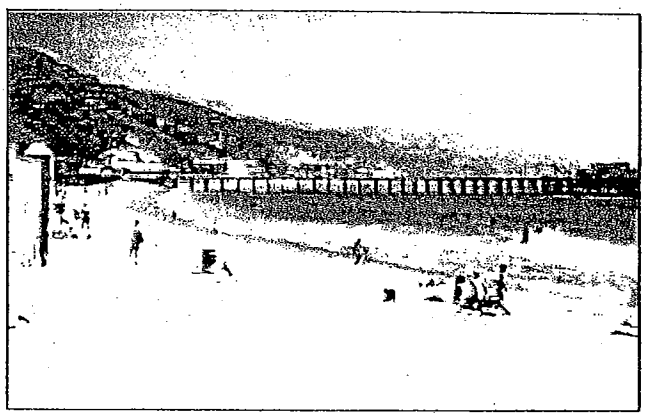
Designated Project Office

The designated project office will be located at Oceangate Tower in Long Beach, site of HPA's regional headquarters. Oceangate Tower is located at the corner of Ocean Boulevard and Queensway, less than thirty minutes from the Department of Beaches and Harbors' administrative offices.

Elcon Associates will provide as-needed electrical and mechanical engineering services through their Long Beach office. Diaz-Yourman and Associates will provide geotechnical services through their Santa Ana office. MEC Analytical Services will provide as-needed water quality and biological assessment services through their Carlsbad office.

Project Approach

The anticipated scope of work outlined in Part Two of the Sample Contract, attached to the Department's RFP included the following elements:



Direct Support

- *Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors.*

The HPA Team will be readily available to respond to calls and inquiries that the Department's Contract Administrator (CA) and staff may have regarding the Marina del Rey facilities and public beaches. Impromptu meetings can be set up quickly and attended by a HPA representative to inspect facilities and meet staff. Recommendations will be provided shortly after the meetings to guide the Department.

Our Contractor's Representative, Harbor Engineer and key technical staff will develop a work plan in response to each task order from the Department which will:

- Identify existing data and probable site conditions.
- Select probable solutions based on our

experience with similar facilities and conditions.

- Develop a work plan by task, and assigning resources with similar facilities and conditions.
- Plan a field investigation to address anticipated site conditions and probable solutions in consultation with and review by principal Department staff.
- Develop a flexible work plan to allow for unforeseen field conditions or revisions in project requirements.
- Assign the appropriate and adequate staff to complete the assignment.
- Communicate with Department staff regarding the progress of the work.
- Summarize the results of the work in a written final report.
- Check with Department staff after the report is submitted to make sure that the Department needs and requirements were met.

Design and Constructability Review

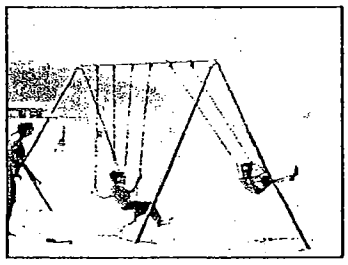
- *Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals.*
- *Review plans and specifications for proposed construction and repair.*
- *Evaluate plans and designs for proposed County facilities in Marina Del Rey and on County-operated beaches.*
- *Review engineering technical documents.*
- *Review proposals, plans, and specifications for harbor dredging.*
- *Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like.*
- *Review proposals, plans, and specifications for beach sand replenishment.*

The HPA Team will provide the professional services needed to review any proposed project associated with the marina and public beaches. Examples of reviews of landside infrastructure include underground utilities, area lighting, grading and paving for roads and parking lots, signage, boat storage yards, promenades and pedestrian bridges. Examples of public facilities that would be structurally reviewed include libraries, administration buildings, and restrooms. Examples of waterside improvements to be reviewed include dredging and dredge disposal, piling, floating docks, gangways, and coastal structures such as piers, breakwaters, groins, and outfalls.

The HPA Team has the expertise to determine if the designs are in compliance with specialized regulations that apply to marinas such as State Boating and Waterways ADA requirements and State Water Resources Board fueling facilities regulations. The HPA Team will be able to review documents which commonly establish design criteria such as geotechnical reports, littoral (beach sand) transport, wave analysis, and marine traffic studies, and make sure that the design complies with the recommendations of such reports.

Independent Studies

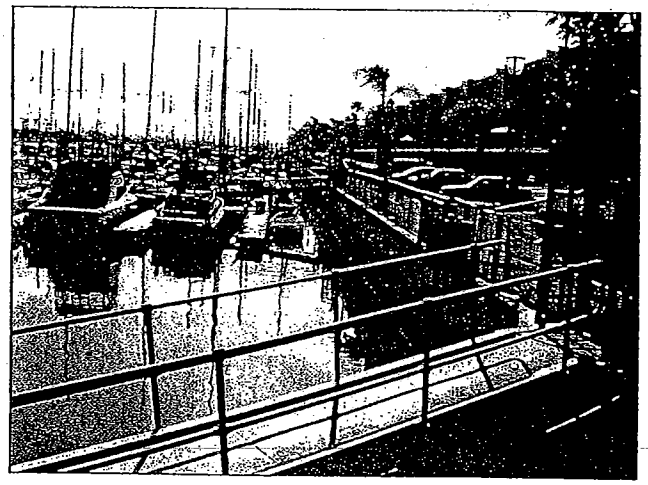
- *Evaluate and analyze structures built over water.*
- *Review and update minimum standards for Marina construction.*
- *Review navigation and boating circulation within Marina del Rey and recommend changes.*



The HPA Team will provide independent engineering studies such as establishing baseline conditions for water quality, hydrographic surveys for determining dredging needs, and marine traffic analysis of sail boats and power boats for expanding or modifying the size of berths. Water

quality monitoring will also be provided during dredging and construction hydrographic survey monitoring will also be provided to verify dredge depths and dredge quantities.

The HPA Team will determine if existing structures and buildings are competent to withstand probabilistic seismic, wind, and wave force loads. A typical risk evaluation would include recommendations for strengthening the structure and costs for various concepts to do so.



The HPA Team will review and make recommendations for existing and new standards for marina construction. This may range from the development of a cut sheet with cleat installation details to guidelines for removing marine growth to prevent harbor water pollution.

Design Services

- *Prepare design drawings for smaller projects.*
- *Design co-owned shoreside structures.*
- *Estimate costs and prepare construction budgets.*

The HPA Team will be able to provide complete plans, specifications, and estimates (PS&Es) for projects varying in size from a masonry wall trash enclosure to construction of a new recreational pier with associated facilities such as parking, sidewalk/promenades, and public gathering areas.

In addition, the HPA Team will provide assistance by attending prebid meetings, bid analysis, analyzing bidder qualifications, and issuing design addendums.

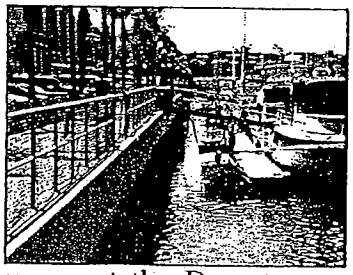
Construction Inspection

- *Provide structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA.*
- *Evaluate dock repairs, modifications, and improvements by lessees.*
- *Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements.*

The HPA Team will be able to provide above and underwater inspection of improvements, repairs, and facilities. Reports will vary in complexity from a simple field correction notice for the contractor to detailed inspection of piles, floating docks, and utilities for a basin of berths. A detailed inspection of the seawall may go so far as to include underwater coring and subsequent lab testing of materials to ascertain concrete condition and expected useable life.

Public Representation

- *Provide professional support as required for Department presentation for 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 County may require to provide consulting services.*



The HPA Team will be able with advanced notice, to prepare and collect supporting information, attend public meetings and represent the Department and other bodies with consulting support. This would include

presenting information from studies and reports in a manner that is understandable to a non-engineer yet explains the complexities that the results and recommendations may yield.

The HPA Team would engage and answer public and agency questions and provide written follow-up to deferred answers or other issues needing research. The majority of the professional services performed by the HPA Team are for public entities, which require frequent representation at public meetings, working with other agencies and their committees, and answering direct questions from commissioners.

Other Duties

- *Perform other duties as required by the Director.*

The HPA Team is very versatile and talented and will have no difficulty meeting unexpected challenges that may arise. For example for emergency services, such as immediately after a large storm, earthquake or other catastrophic event, an experienced representative can respond in short notice to help assess damage of critical County facilities. Many of the senior staff have had Office of Emergency Services (OES) training to evaluate widespread damage to structures and infrastructure and they have previously worked for public agencies and are familiar with command and control protocols.

b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies

The HPA Team has extensive experience with local agencies such as the California Coastal Commission as well as other agencies such as, County of Los Angeles DPW, U.S. Army Corps of Engineers, and the California State Lands Commission. Our Team also has experience developing project support through participation in public outreach meetings, design review committees, other public forums. We have successfully represented our clients before numerous local, state, federal and other public agencies. The following matrix provides an overview of the Team's plan check and permit approval experiences in this region. These agencies may be encountered during the course of this contract.

	LA Co. DPW	California Coastal Commission	Calif. Boating & Waterways	State Lands Commission	Department of Fish and Game	US Coast Guard	US Army Corps of Engineers	EPA
HPA	✓	✓	✓	✓	✓	✓	✓	✓
DYA	✓			✓		✓	✓	
ELCON						✓	✓	✓
MEC	✓	✓		✓	✓	✓	✓	✓

The HPA Team's depth of knowledge in marine facilities and coastal issues make us indispensable in fielding questions that may unsuspectingly arise at a public or agency meeting.

c. Proposer's ability to provide licensed professional advice and civil and structural engineering with special emphasis on engineering of marine facilities

All HPA personnel assigned as leads and the support staffs for this project are licensed engineers in their disciplines. Each person is capable of independently analyzing an engineering task, designing a solution, and producing plans, specifications and bid documents for new construction or repairs of existing marine facilities. Our Team of professionals was selected for this project based on their unique professional experiences in the coastal environment. The HPA Team is highly skilled and knowledgeable of the inspection, maintenance, repair and design requirements of facilities in the marine environment.

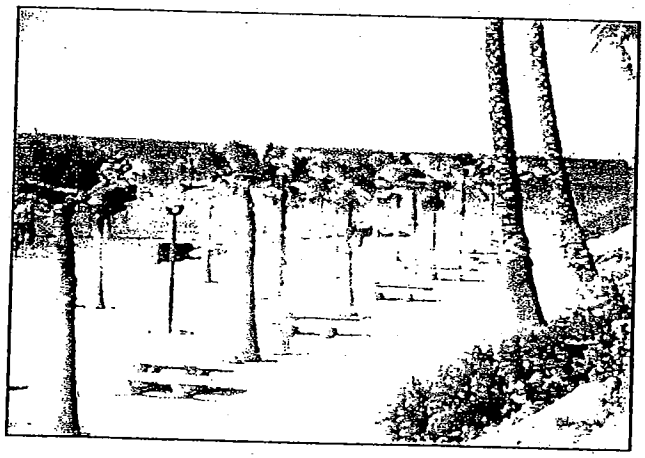
HPA has unique in-house diving and inspection personnel and equipment. The divers and equipment, including boats, are available locally. The divers are also engineers who can assess the condition of underwater structures and develop reports and recommendations for repairs or new

construction. In this manner, work by an independent diving firm does not have to be interpreted by the Harbor Engineer. This seamless approach results in a first hand evaluation employed in the most cost effective and expedient resolution of the problem.

d. Proposer's ability to provide professional quality engineering drawings and other work product

The HPA Team will prepare all drawings using AutoCAD 2000. The drawings will be developed and finished by experienced CAD personnel who are accustomed to applying the client's CAD Standards.

HPA personnel are also adept at using AutoCAD's Land Desktop Development Software, with its associated Mapping and Civil Design software. These tools are used to design dredging plans, grading and paving plans, storm drains, sewers, and roadways. The designs will be produced directly as AutoCAD 2000 drawings.



The other HPA Team members will utilize AutoCAD 2000 to produce professional quality electrical and mechanical engineering drawings, as may be needed, using the client's CAD Standards. Their work is integrated seamlessly into the drawing set for a uniform and consistent appearance. Beforehand, everything is checked for proper cross referencing and to assure there are no conflicting notes or details between drawing sheets and disciplines.

The same level of attention is provided in the production of written reports and analyses. Before anything is provided to the client it is thoroughly checked by HPA to assure that the report is clearly understandable to the reader it is intended for and that it meets the high standards that a professional document should represent.

The HPA Team regularly lectures at professional conferences and represents clients in public meetings. High quality presentation material that is clear to understand and interesting to the audience is used for such purposes.

Quality Control Plan

a. Who will review documents prepared by your office?

The principals of HPA are deeply involved with and provide guidance for performing the work during every phase of all projects. All calculations and bid documents are checked by engineers who did not prepare the original work. Drawings are checked by the engineer who prepared the design on which the drawings are based and all work will be reviewed by the Contractor's Representative prior to submission to the client. The success of this effort is evidenced by the fact that within the past few years, HPA projects have received numerous engineering excellence awards and commendation letters.

HPA has selected sub-consultants as part of the Team for this project with similar depth and experience of personnel in their given area of expertise

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Documents returned to HPA by the client to correct deficiencies are addressed by the engineer who prepared them, then rechecked by another engineer, and then are reviewed by the Contractor's Representative.

HPA requires that its subconsultants provide the same level of QA/QC in preparing documents for a project. These documents are reviewed by the HPA Contractor's Representative and any deficiencies are corrected before they are re-submitted to the client. If any documents are returned by the client for corrections, the HPA Contractor's Representative will ascertain the corrections have been made before the document is returned to the client. HPA's subconsultants understand that time is of the essence and that they are expected to respond to deficiencies as soon as possible.

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?

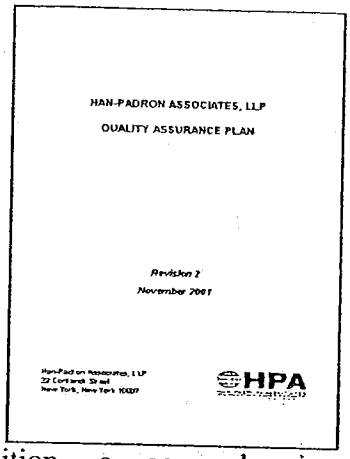
Response time to comments about the documents prepared by the HPA Team is primarily a function of the size and complexity of the work product. Upon receiving the comments, HPA first establishes an understanding of deficiencies and immediately inquires about anything that needs clarification. This prevents unnecessary cycling of the documents back and forth. During the time that HPA may be awaiting clarifications the remaining comments are being addressed and the documents revised accordingly. By this process, HPA works as efficiently as possible to expedite a thorough and quick turn around.

In extreme cases of inadequate performance, the Contractor's Representative and Harbor Engineer will meet with the Department staff to identify the deficiency and develop a resolution and timely schedule for response. In cases that involve a subconsultant's work, the subconsultant will attend the meeting at the request of the Department staff.

d. How will you cover unexpected absences?

If the engineer who prepared the document is not available the engineer reviewer will make any necessary revisions and the Contractor's Representative will check the work. The HPA Team has sufficient staff disciplined in civil, structural, coastal, geotechnical, electrical, mechanical engineering as well as biological assessment and water quality to provide adequate checking and back-up for unexpected absences. All engineers tasked for this project are registered, with over 5-years of marine design experience, and can assume responsible charge.

e. *If you have a written quality control plan or written procedures for your staff, please attach them.*


HAN-PADRON ASSOCIATES, LLP

QUALITY ASSURANCE PLAN

Revision 2

November 2001

HPA

Quality control is the highest priority of HPA. The firm has developed a Quality Assurance Plan that spells out the procedures to be followed for various types of projects. This plan facilitates the implementation of proper quality control procedures. In addition, a comprehensive Technical Report Writing Manual ensures that all of the reports produced are thorough, concise, and consistent, and a CAD Standards Manual ensures that all the drawings and figures produced are correct and consistent.

All underwater inspection reports are prepared in accordance with the client's guidelines. The Technical Report Writing Manual governs the QA/QC of all HPA inspection reports. Prior to the submission of the draft copy of the report, it is reviewed by the Harbor Engineer and the Contractor's Representative.

The principal features of HPA's Quality Program are:

- Rigorous investigation and analysis of employment candidates.
- Regular instruction and updating of Quality Assurance procedures to all personnel.
- Regular reporting to the project manager by the project engineers.
- Quality Assurance surveillance of engineering work by project engineers, monitoring design against construction budget.
- Checking and signing of all computations and drawings by a qualified reviewer.
- Constructability review of all work by the project manager.
- Interface checking of contract documents, specifications, and permit applications.

A copy of HPA's Quality Assurance Plan follows this write-up. Copies of HPA's CAD Manual and Technical Report Writing Manual are available for review is necessary.

Statement by the Managing Partner

The management of Han-Padron Associates, LLP is dedicated to providing consistently high quality services commensurate with client requirements. An effective quality assurance program is essential to maintaining this policy. This document describes the quality assurance program that has been implemented within the company. This plan defines the lines of authority and the responsibilities of those individuals charged with implementing and maintaining the program. It describes the procedures for reviewing work products, performing system audits, and monitoring the plan's effectiveness.

The consistent and appropriate application and continued review and maintenance of this plan are hereby mandated by the Managing Partner of the company.

for Dennis V. Padron
Managing Partner

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1.0 Introduction

It is the policy of Han-Padron Associates, LLP (HPA), to provide consistently high quality services commensurate with client requirements. An effective Quality Assurance (QA) Plan is essential to maintaining this policy. The performance of quality services is the responsibility of each individual within the company. Ensuring that these services consistently meet HPA standards is the responsibility of the Managing Partner. This QA Plan defines the authority, responsibilities, and procedures for quality assurance. Compliance with the quality assurance requirements and quality control activities presented in this plan will fulfill the quality objectives for all HPA assignments.

This plan applies to all work performed by HPA personnel, including studies, investigations, reports, designs, cost estimates, scopes of work for subcontracts, and technical papers. The objectives of the QA Plan include the following:

- To make employees aware of the quality assurance/quality control (QA/QC) procedures.
- To follow a consistent quality assurance policy for all work.
- To satisfy all quality requirements for the work.
- To clearly delineate the quality assurance activities of HPA and its subcontractors and consultants and the interaction between the project team members and the client.
- To use resources effectively to resolve technical problems related to the implementation of quality assurance project plans for each project.

This plan defines the minimum controls required to achieve the quality goals established for each project. Additional quality control functions may be required for specific projects.

2.0 Quality Assurance Policy

2.1 Introduction

HPA is committed to providing quality services to its clients. This commitment to quality is embodied in this QA Plan and supported by the policies and goals the company has adopted. HPA's success depends foremost upon the quality of services provided to each client.

Policies have been established to ensure that quality services are provided to all clients. These policies define the quality of delivered work products (deliverables) and how quality is monitored and maintained:

All personnel are accountable for the proper application of standard procedures, guidelines, methods, and instructions to activities in which they are engaged. Accountability will be established by documentation or physical evidence related to, or in demonstration of, the implementation of quality control procedures.

Section 3.0 describes the HPA management organization as it applies to the implementation of quality assurance and quality control.

2.2 Definitions

2.2.1 Quality

Quality, as it applies to this plan, means that the project deliverable is acceptable for its intended use. Characteristics of quality are precision, accuracy, representativeness, clarity, consistency, completeness, and comparability. Quality work must also meet the following requirements:

- Protect public health and environment.
- Meet client's technical requirements.
- Conform to client's specifications.
- Conform to HPA policies, procedures, guidelines, and standards.
- Comply with applicable federal, state, and local regulations.
- Comply with contractual requirements.

2.2.2 Quality Assurance

Quality assurance includes all those activities required to determine that the quality control system is performing adequately. Quality is assured by establishing standards for work products, verifying that these standards have been followed, and evaluating the effectiveness of the standards and control activities in meeting quality objectives.

2.2.3 Quality Control

Quality control is the exercise of appropriate influence over activities by the routine examination of performance for accuracy, applicability, and conformance with criteria, guidelines, policies, instructions, procedures, and standards. Quality control functions include discipline review, project review, and independent review of work products.

2.3 Documentation

The project team will perform the engineering and technical services for the project according to this QA Plan, including documentation of the quality control functions performed. Documentation requirements are defined in this QA Plan. Auditing of quality control activities is a quality assurance function.

2.4 Applicability

The quality assurance program is applicable to HPA services and project deliverables.

2.4.1 HPA Services

The services HPA provides for the permitting, investigation, study, evaluation, design, procurement, fieldwork, and construction phases of projects will be subject to the controls described in this QA Plan. The functions and interrelationships of systems and components used to perform the work are also subject to quality control review.

2.4.2 Project Deliverables

HPA project deliverables include contracts, correspondence, studies, reports, calculations, design drawings and plans, design specifications, technical papers, policy and procedure manuals, construction activities, and other work produced by HPA.

2.4.3 Consultants and Subcontractors to HPA

Services of consultants and subcontractors to HPA are subject to the QA/QC requirements of this QA Plan, as required by contract. Review of project deliverables from consultants and subcontractors is discussed in Subsection 4.7.5.

2.5 Quality Assurance Orientation

The quality control manager is responsible for initiating and implementing programs to instruct all HPA professional and technical personnel in the application of the QA Plan. Each discipline leader or regional office manager is responsible for coordinating quality assurance program implementation with the quality control manager. Instruction of personnel will be performed to satisfy both project and company requirements.

The project manager is responsible for assuring that the project team knows and understands the QA/QC requirements for the project. Instruction will include familiarizing personnel with this QA Plan, technical objectives of the project, codes and standards, contract requirements, regulations, and administrative and quality control procedures. Specific technical client requirements applicable to a project will also be identified and presented.

2.6 Quality Requirements

All project functions and documents are subject to evaluation to ensure that they conform to HPA policies, procedures, guidelines, and standards. Quality controls, including applicable project budgets and schedules, will be established at the beginning of a project to achieve and verify the quality of the work product. These controls will be exercised throughout the project to provide a quality product.

To verify that work is of acceptable quality, various reviews will be conducted. Section 4.0 of this plan defines the reviews required, specifies who may perform the reviews, and describes how the reviews will be conducted during work product preparation.

2.7 Management Review

The quality control manager is responsible for the management and assessment of the QA Plan. The quality control manager will audit project work for compliance with the QA Plan and determine the plan's effectiveness and efficiency. Results of audits will be documented in a

summary report and submitted to the Managing Partner. Copies of the summary reports will be provided to the project manager, consultants, and subcontractors being audited. The summary reports will contain a brief, narrative description of the audits; identification of compliance status, problems, and non-conformances; and analysis of corrective action status, if appropriate.

3.0 Quality Assurance Management

The quality assurance program has two organizational levels: quality assurance program management and quality assurance project management. This section describes organizational structure, functional responsibilities of key staff, levels of authority, and lines of communication for both levels.

3.1 Quality Assurance Program Management

The HPA quality assurance program organization is shown on Figure 3-1. Individual responsibilities within the program management structure are described in the following subsections.

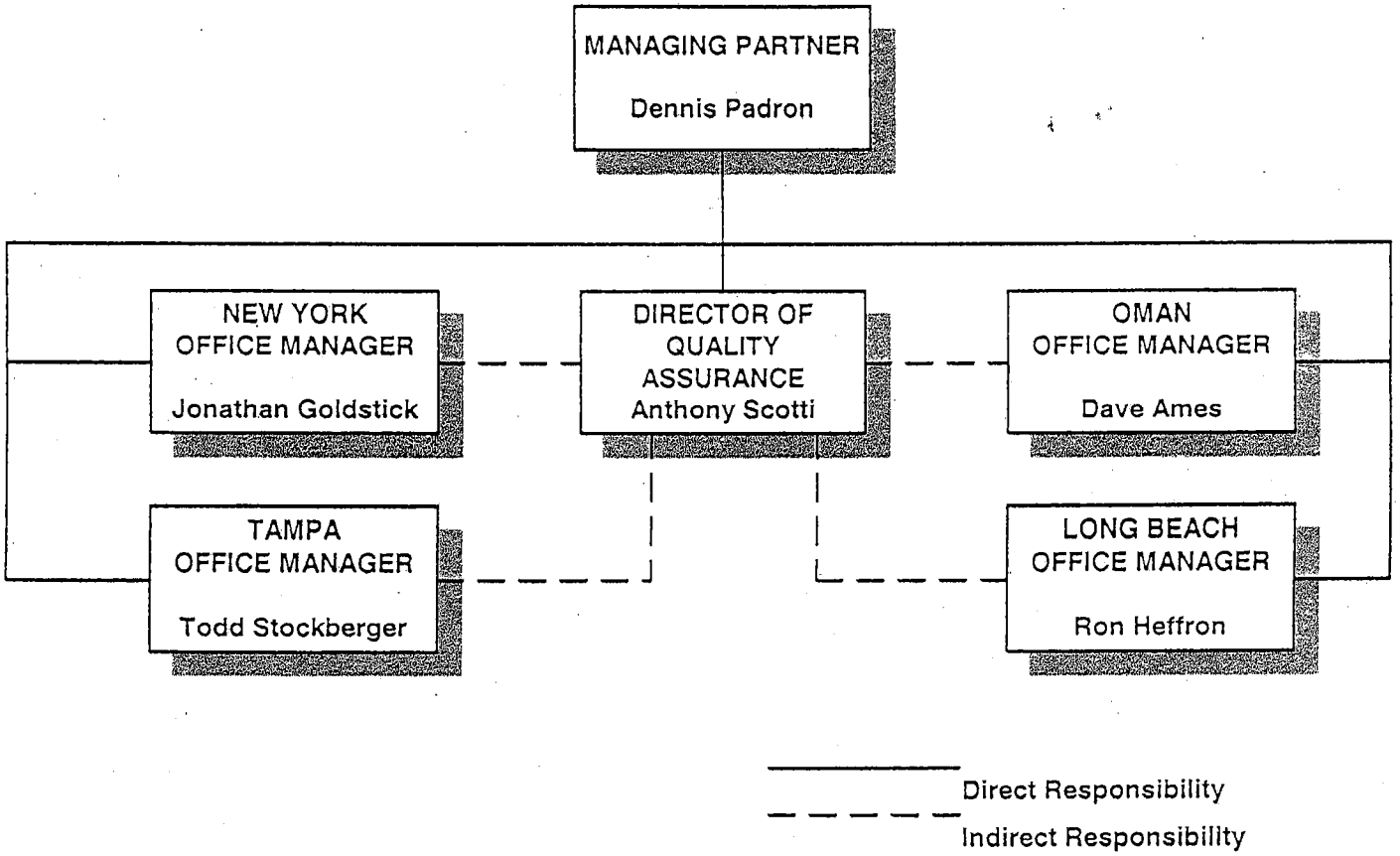
3.1.1 Managing Partner

The Managing Partner, Dennis Padron, is responsible for overall program direction. The Managing Partner will establish objectives, formulate policies for the organization, provide adequate HPA resources, establish and monitor the HPA QA Plan, and monitor the Partnership's overall performance.

3.1.2 Director of Quality Assurance

The HPA quality control manager, Anthony Scotti, is responsible to the Managing Partner for the management of the quality assurance program and the evaluation of its effectiveness. The quality control manager will monitor the quality assurance program and report to the Managing Partner. The primary function of the quality control manager is to verify that activities are being performed in compliance with the QA Plan and activities are adequately controlling the quality of the work. The quality control manager has authority and responsibility for the following:

- Establishing quality assurance procedures to carry out quality assurance responsibilities in an orderly and documented manner.
- Providing guidance and input for the development or revision of quality assurance program documents.



Quality Assurance Program Organization
Figure 3-1

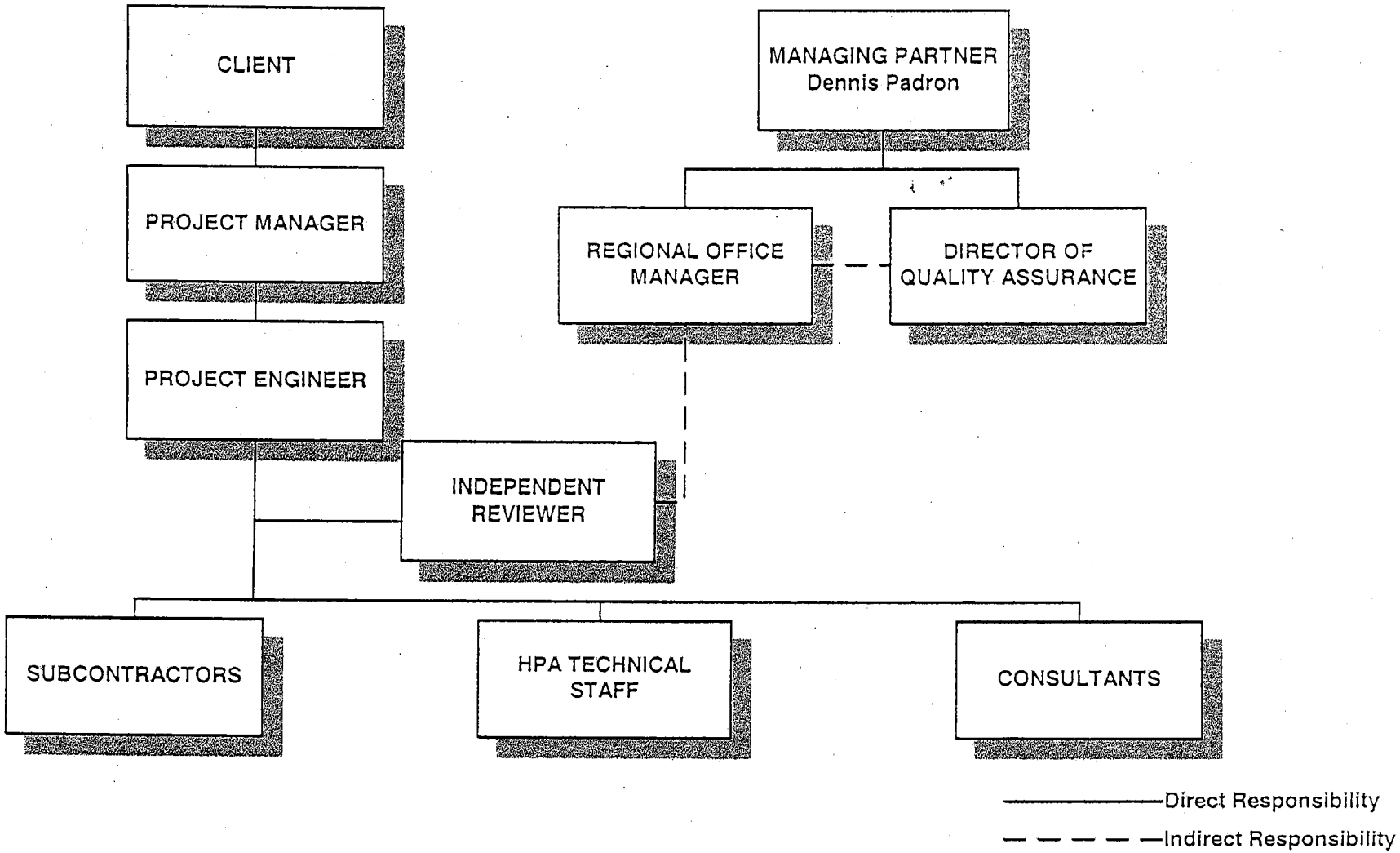
- Assisting the regional office managers in developing internal quality assurance indoctrination programs, as appropriate, and providing assistance for additional indoctrination of personnel whenever special situations develop.
- Reviewing and evaluating compliance with the QA Plan and recommending corrective action, when required.
- Reporting specific nonconforming items to the Managing Partner and project management personnel and verifying correction of that nonconformance.
- Reviewing the effectiveness of the quality assurance program and its procedures periodically and reporting to the Managing Partner.
- Initiating audits of quality control documentation for compliance with the plan.
- Conferring with regional office managers to establish applicable and effective quality control procedures.
- Preventing the release of documents that do not conform with the requirements of the QA Plan until management has determined an acceptable disposition.
- Maintaining records of quality assurance program activities.

The quality control manager may delegate his responsibilities to others when necessary. The designated person(s) will report directly to the quality control manager on all matters related to the delegated responsibilities.

3.1.3 Regional Office Managers

Each regional office manager reports to the Managing Partner and provides effective technical quality control services in support of projects. Regional office managers are responsible for implementing company policies, procedures, and standards. Regional office managers have authority and responsibility to effectively perform the following:

- Implement QA/QC policies and procedures in the regional office.
- Assign project managers to projects.
- Evaluate the quality and effectiveness of technical services and apply corrective action as required.



Quality Assurance Project Organization
Figure 3-2

3.1.4 Discipline Leaders

Discipline leaders (Department Heads) are responsible for managing their respective disciplines and supervising personnel so that project assignments are performed effectively and efficiently. Personnel assigned to perform services for a project are responsible to project management for engineering functions. The discipline leaders have authority and responsibility to effectively perform the following:

- Allocate qualified personnel for each project as required.
- Monitor the adequacy and effectiveness of personnel assigned to each project.
- Provide special discipline instructions, standards, and guidelines, including instructions amplifying the procedures in this QA Plan and training personnel in its application.
- Implement educational training programs to develop or maintain personnel capabilities.
- Conduct discipline reviews as required.

3.2 Quality Assurance Project Management

Project teams are assembled to perform the work for each project. The regional office manager selects a project manager to direct all project functions. The quality assurance project organization is shown on Figure 3-2.

3.2.1 Project Manager

The project manager is responsible to the regional office manager for all project matters. He is responsible to the client for fulfilling contractual obligations related to the project. The project team members report to the project manager, usually through a project engineer, on all project matters. The quality control functions for each project operate within project management activities, but interface with QA Plan management to ensure that HPA quality assurance goals are understood and achieved.

The project manager is responsible for the quality control activities on the assigned project. He has the primary responsibility for verifying that all project work meets the quality assurance objectives associated with work assignments. At the inception of any work assignment, the project manager will define the quality assurance goals of the project. The project manager evaluates the qualifications and experience of all project team members.

The project manager oversees quality control operations relative to the project activities. He ensures that project quality assurance goals and objectives are recognized and that efforts necessary to attain them are defined. The project manager is responsible for the following:

- Reporting to the regional office manager on the quality control status of ongoing project activities.
- Maintaining project-specific quality control reports and other vital information, plans, and directives.
- Maintaining the list of project personnel who need to receive quality control reports and information as part of the document control system.
- Reviewing and overseeing consultants and subcontractor QA/QC activities.
- Reviewing all work products for quality and verifying that all client and contract requirements are met.
- Providing project status reports that address quality control activities.

3.2.2 Project Engineer

The project engineer reports directly to the project manager and is responsible for the daily technical direction of assigned duties. Primary duties consist of providing specific technical direction, project team coordination, dissemination of information, cost control, and adherence to the project schedule. The project engineer will review work products and incorporate any necessary revisions before those products are submitted for quality control review. The project engineer is responsible for reviewing the work of subcontractors and consultants to ensure that quality work has been performed and products meet contract requirements.

3.2.3 Project Staff

The HPA project staff members will be selected for assignment based upon their abilities to perform specific project-related tasks. Staff members will be responsible for applying established quality control procedures in their work and for interfacing and coordinating with other project staff members to ensure that the contract requirements are met.

3.2.4 Subcontractors and Consultants

Subcontractors and consultants are considered members of the project team and, as such, are subject to the same quality control procedures. All subcontractors and consultants will be required to implement an acceptable quality assurance program for their portion of the project.

4.0 Quality Control Procedures

To effectively control the quality of services provided to clients, it is necessary to control the quality of all work as it is performed. Therefore, ongoing quality control functions are performed through reviews by the personnel performing the work, and the project manager or project engineer.

This program is based on the premise that the quality control process is more than a review of deliverables. Quality control begins as soon as a work assignment is received and continues through the planning, execution, documentation, and close-out of the project. The project manager and project engineer continually monitor project status to maintain quality control. The formal review process provides the assurance that quality control was maintained and that the work products are conceptually correct, complete, easy to understand, and meet all contract requirements.

4.1 Quality Control Reviews

The control of work quality must be an ongoing activity throughout the course of a project, from inception to final delivery of the product. To ensure that quality is being maintained, three levels of quality control reviews have been established. The first level is within the technical discipline; a peer in that particular discipline reviews each set of tasks. The second level is a review by project management. The third level is an independent review by a senior engineer who is not on the project team.

4.1.1 Discipline Review

Discipline reviews are conducted throughout the project to ensure that work begins and progresses on a sound basis and that design documents clearly present the concepts of the designer. Work products such as standard designs, drawings and specifications, standard procedures, and calculations will be checked in detail during the discipline review. The work will be reviewed to ensure that it meets the requirements for which it will be issued.

The project manager will initiate a discipline review and contact the appropriate discipline leader under which the work was performed. The discipline leader or his designee will review the document in detail. The work product will be checked for the following:

- Conformance to HPA policies and standards.
- Use of appropriate concepts, equations, and assumptions.

- Accurate performance of mathematical calculations.

  Supporting calculations for design and discipline procedures will be checked in detail.

4.1.2 Project Review

Before any work product is issued, the project team will review it. Usually, the project manager will review the work product, but the task may be delegated to the project engineer, if necessary.

The project reviewer will verify that the work product has been subjected to a discipline review and that it is consistent with the client's requirements, other project documents, and overall project needs.

4.1.3 Independent Review

The independent review is a thorough, but not detailed, review of the completed work product by an engineer with an equal or higher experience level than those persons who prepared it. The independent reviewer must be someone who did not work on the project. Client specifications and contract requirements, scope of work, and supporting information sources will be reviewed to verify the basis for the work. Each work product will be checked for accuracy, clarity, conformance to HPA and client requirements, and applicability. Work products will be compared for consistency and compatibility, and discipline and project reviews will be verified. Table 4-1 presents a list of typical quality control items to be checked in reports, drawings, and specifications.

Table 4-1

Typical Independent Review Check Items

- Compliance with applicable codes, standards, and federal, state, or local regulations.
- Compliance with HPA policies and standards.
- Compliance of written documents with governing guidance documents or requirements.
- Technical content of written documents, including assumptions, logic, and conclusions.
- Completeness of reports, technical papers, design reports, and design memoranda.
- Verification of proofreading and editing.
- Design philosophy, processes, and criteria for each discipline.
- Agreement among design memoranda and contract documents.
- Agreement among drawings and specifications.
- Agreement among calculation results, details, and contract documents.
- Completeness of drawings.
- Adequacy of design and details.
- Compliance with all contract requirements.
- Coordination of dimensions, sizes, elevations, details, and other data within a discipline and among disciplines.
- Appropriate application of titles, cross-references, notes, legends, abbreviations, title blocks, and North arrow.
- Adequacy of qualifying language where limited conditions or facts prevent a firm conclusion or recommendation.

4.2 Review Schedules

Quality control reviews are project tasks and are to be included in the project scope and schedule. Discipline reviews are to be scheduled and completed in a timely manner so that subsequent project tasks are not adversely affected. Scheduling of these reviews will allow each task to progress on a timely basis and allow project management to determine staffing needs to meet project objectives in an orderly and efficient manner.

The project manager will submit a copy of the project schedule and all revisions of the schedule to the quality control manager for each project. The quality control manager will use the project schedules to track quality control activities within the discipline and project review levels and to determine staffing requirements for independent reviews.

4.3 Documentation

All quality control reviews will be documented. The discipline and project reviews will be recorded on the Discipline and Project Review Record form shown on Figure 4-1. The independent review will be recorded on the Independent Review Record form shown on Figure 4-2.

4.3.1 Discipline and Project Review Records

The project manager will prepare the Discipline and Project Review Record form, providing all requested project information. The name of each reviewer, the reviewer's discipline, and the name of the document or work task will be entered on the form. After the review has been completed and all comments resolved, each reviewer will initial and date the form. When the review process is completed, the project manager will indicate acceptance by signing and dating the form. The original record form will be placed in the project file. A copy will be sent to the quality control manager.

When both a discipline review and a project review are required for a document, as indicated in Table 4-2, the same form can be used. A copy of the form will be submitted to quality control manager after each review has been completed. If more than one form is required, particularly for discipline reviews, they will be numbered sequentially.

DISCIPLINE AND PROJECT REVIEW RECORD

PROJECT INFORMATION

Project Number:	Client:
Project Title:	
Document Title:	
Project Manager:	Project Engineer/Scientist:

DISCIPLINE REVIEW RECORD

Name of Reviewer:	Discipline	Document Reviewed	Initial Review			Final Approval		
			Initials	Date	Disposition*	Initials	Date	Disposition*

Accepted: _____ Date:
Project Manager

*Disposition: NEN - No Exceptions noted; EN - Exceptions Noted; RFC - Returned for Corrections

PROJECT REVIEW RECORD

	Initial Review			Final Approval		
	Initials	Date	Disposition*	Initials	Date	Disposition*
Name of Reviewer:						
Technical Editor:						

Accepted: _____ Date:
Project Manager

This record shall be placed in the project file. Forward a copy of this completed form to Manager of Quality Assurance. If an independent review is required, a copy of this form must accompany the Request for Independent Review.

FIGURE 4-1

INDEPENDENT REVIEW RECORD

Review Record No.:	Project Number:	Requested by:	Date:
Client:			
Project Title:			
Document Title:			
Type of Document:(1)	Status:(2)	Number of Text Pages:	Number of Drawings:
Project Manager:		Project Engineer:	
Project Description:			
Date Scheduled for Review:		Date Scheduled to Complete Review:	

(1) Type of Document = Report; Design Memo; Drawings & Specs; etc.

(2) Status = Preliminary; Draft; Final; etc.

Independent Reviewer: _____

Date Documents Received:

Date Review Started:

Review Action	Disposition	Initiate	Date Completed
Initial Review	Disposition	Initiate	Date Completed
Final Review *	Disposition	Initiate	Date Completed

*Final review section must be completed for initial review disposition of "Return for Correction" Optional for "Exceptions Noted"

NEN: No Exceptions Noted
EN: Exceptions Noted
RFC: Return for Corrections

Approved: _____ Project Manager	Date: _____
Approved: _____ Quality Assurance Manager	Date: _____
Date Transmitted to Client:	Transmitted By:

FIGURE 4-2

Table 4-2

Review Requirements for Project Deliverables

Document	Discipline Review	Project Review	Independent Review
Project Planning Documents	O	R	R
Design Memoranda	R	R	R
Calculations	R	R	O
Drawings and Specifications			
• Preliminary	R	R	O
• Final	R	R	R
Subcontractor Documents	O	R	R
Shop Drawings	R	O	
As-Built Documents	O	R	
Field Data	O	R	O
Laboratory Data		R	O
Reports			
• Initial	O	R	R
• Final	O	R	O
• Client's Revision		R	
Correspondence	O	R	

Note: R = Required
O = Optional

The project review and discipline reviews, when required, must be completed and the Discipline and Project Review Record form submitted before an independent review will be authorized.

4.3.2 Independent Review Records

The quality control manager will prepare the Independent Review Record form from information provided on the request form. The name of the reviewer and all pertinent project information will be entered on the form. After the review has been completed and all comments resolved, the reviewer will initial and date the form. The original record form will be placed in the project file, and a copy will be sent to the quality control manager.

The project manager will sign and date the form before submitting it to the quality control manager for signature.

4.4 Discipline Review Procedures

When a task is completed, the project manager will advise the appropriate discipline leader. The originator will provide a copy of the work to be reviewed and all supporting documents to the assigned discipline leader. In no instance will the originator of the work conduct the review.

4.4.1 Review Schedule

Discipline reviews will be scheduled according to Section 4.2 of this manual. The work will be checked in detail before subsequent tasks supported by the work are started. The project manager will be responsible for including discipline reviews in the project schedule.

4.4.2 Review Procedures

The project manager will initiate a discipline review and contact the appropriate discipline leader for the discipline that performed the work. A discipline leader or his designee, who is of the same discipline and who is qualified to perform the work but who did not work on the task, will review the work in detail. The work will be checked for the following:

- Conformance to HPA policies and standards.
- Use of appropriate concepts, equations, and assumptions.
- Accurate performance of mathematical calculations.

Drawings will be checked to ensure accuracy and completeness, including conformance to HPA standards, graphic representation of calculations, and agreement with design criteria.

4.4.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer(s) and the work to be reviewed. After the review is completed, the reviewer(s) will initial and date the original form and indicate the review disposition, then return the form to the project team along with the work product and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comments. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be resolved. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

After the review is completed and the appropriate initials and dates are entered, the project manager will sign and date the form. If more than one record form is required, they will be numbered sequentially, and the project manager must sign each form. One copy of the review form(s) will be submitted to the quality control manager. The original will be placed in the project file.

If an independent review is required, a copy of the Discipline and Project Review Record form will be submitted with the request for an independent review.

4.5 Project Review Procedures

When a work product is ready for issue, the project engineer or the project manager will review it. The project manager may delegate this review to the project engineer but remains responsible for the quality of the work product. The project review must be completed before an independent review can be requested.

4.5.1 Review Schedule

The project manager will be responsible for including the project review in the project schedule. The project review will be performed after all discipline reviews have been completed.

4.5.2 Review Procedures

The work product(s) will be checked for completeness and quality. The reviewer will verify that all necessary discipline reviews have been performed and that the finished work product(s) incorporates all contract requirements. The work product(s) will be prepared then for submittal to the client or for an independent review, if required.

4.5.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer. After the review is completed, the reviewer will initial and date the form. The project manager will sign and date the form, even if he or she was the reviewer. The original record form will be placed in the project file. A copy of the record will be submitted to the quality control manager

If an independent review of the work product is required, the copy for the quality control manager will accompany the request for the independent review.

4.6 Independent Review Procedures

When a work product is ready for an independent review, a reviewer will be identified. In no instance will a member of the project team that prepared the work product conduct the independent review. The project manager will provide a copy of the work product and a copy of all supporting documents, including scope of work, to the reviewer.

4.6.1 Review Schedule

Because the independent review may be extensive, it must be scheduled in advance to allow the reviewer to plan for it. The project manager will submit a project schedule to the quality control manager for each project. The schedule will include the review period based on the complexity and length of the work product(s) to be reviewed. Sufficient time must be allocated for the reviewer to complete the review.

It is imperative that an independent review be scheduled at the beginning of a project of short duration (task periods of 3 months or less) so that reviews can be scheduled to meet the submittal date. On large projects of longer duration, the independent review will be scheduled in the early stages of project development.

4.6.2 Request for Independent Review

A request for an independent review will be made on the Request for Independent Review form (Figure 4-3). The project manager or project engineer will prepare the request for review and submit it to the quality control manager. The completed request form will be reviewed, and the suggested reviewer approved or modified, as necessary. The quality control manager will issue an Independent Review Record form (Figure 4-2), which will include the information on the request form and the name of the approved reviewer.

4.6.3 Review Records

When the independent review is completed, the reviewer must initial the original Independent Review Record form, indicate the review disposition, and return the form to the project team along with the document and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comment. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be addressed to the reviewer's satisfaction before the work product is released. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

After all review comments are resolved, the initialed original form will be sent to the project manager for signature, indicating that the document is ready for release. The project manager will complete the form by indicating the date transmitted to the client and the person transmitting the document. The completed form will be sent to the quality control manager for signature.

REQUEST FOR INDEPENDENT REVIEW

(Copy of completed Discipline and Project Review Record form must be attached.)

Review Record No.: NY-00-	Project Number:	Requested by:	Date:
Client:			
Project Title:			
Document Title:			
Type of Document:(1)	Status:(2)	Number of Text Pages:	Number of Drawings:
Project Manager:		Project Engineer	
Project Description:			
Date Scheduled for Review:		Date Scheduled to Complete Review:	

(1) Type of Document=Report; Design Memo; Dwgs & Specs; etc.

(2) Status=Preliminary; Draft; Final; etc.

Independent Reviewer: (Project manager may list the name of a preferred reviewer. The Quality Assurance Manager will make the final determination for an independent reviewer).

_____

_____

_____

This Space Reserved

Date Entered in Log:	Entered in Log By:

FIGURE 4-3

The quality control manager will sign the form and return it to the project manager. The completed original form will be placed in the project file. A copy will be retained by the quality control manager for the quality system records.

4.6.4 Review Procedures

The project manager will provide a copy of the work product(s) and all supporting documents, including scope of work, to the independent reviewer who will thoroughly check the document. The independent reviewer will make comments on the work product or separate review comments sheets. The independent reviewer will return the review comments sheet(s) to the originator for resolution of comments.

As comments are addressed, the originator will indicate the action taken on the review comments sheet(s). Comments not incorporated will be identified as "not incorporated," and the differences will be resolved with the independent reviewer. When all comments have been addressed, the revised work product and the review comments sheet(s) will be resubmitted to the independent reviewer. This cycle will be repeated until the independent reviewer is satisfied that the work product is ready for issue. Comments or concerns that cannot be resolved by the independent reviewer and project manager will be resolved by the HPA quality control manager or the Managing Partner.

The independent reviewer will initial the original Independent Review Record form, indicating that the work product meets review requirements and may be issued.

If a work product is revised after the review is completed, it must be reviewed again; but, only the revisions must be reviewed unless major changes are made. Revisions to work products that have been subjected to an independent review do not require another independent review; however, the project engineer, the initial reviewer, or project manager may request a complete review.

4.7 Document Review Levels

The review levels required for various types of project documents are summarized in Table 4-2 and described in the following subsections.

4.7.1 Project Planning Documents

Most planning documents, such as work plans, schedules, and project procedures, are developed by the project manager or the project engineer, or under his direct supervision. Therefore, a discipline review is not required unless the project manager requests it. However, these documents will be subject to both a project and an independent review.

4.7.2 Design Memoranda

Design memoranda represent the efforts of several disciplines and set many design parameters for the project. A thorough review of design memoranda is warranted. The memoranda will receive a discipline review in each discipline that participated in preparing the document, a project review, and an independent review.

4.7.3 Calculations

Because calculations are not routinely issued with a document, errors could go undetected if a detailed quality assurance review were not performed. Because subsequent work is based on these calculations, it is imperative that the calculations be checked. Therefore, a discipline review will be performed concurrently with the development of subsequent documents. This review will include verifying data, examining assumptions and calculation methods, and checking mathematical accuracy. Input data to computer calculations will be reviewed, and the reviewer will verify that the computer program used is accepted by the quality control manager, as stated in Subsection 4.9.1. Calculation reviews must be completed before the documents utilizing the calculation results are submitted for review. The independent reviewer may also request to see calculations as part of the independent review.

After all review comments have been resolved, the reviewer will initial and date each page of the calculations in the "checked by" box in the upper right corner of the calculation sheets.

Calculations that are revised after a review has been performed will be clearly marked. Information to be changed will be marked out (not erased), and the revised information will be added. Voided information or pages will be marked "void." The revised calculations will receive the same review as the original calculations, and the person changing the calculations must sign and date them.

4.7.4 Drawings and Specifications

Drawings and specifications, initially issued as preliminary work products to describe the design concept, must provide enough detail to show how the design relates to other parts of the project. Therefore, it is important that these work products conform to the appropriate standards and accurately reflect the originator's intent. In the preliminary stage, they will be subject to discipline reviews. Standard specifications, standard details, or other standard documents that are to become part of the drawings or specifications without revision will be reviewed for applicability. Standard specifications, standard details, or other standard documents that have been revised or have new information will be thoroughly reviewed. Calculations supporting the document will be reviewed and checked to ensure that the information was properly applied.

After the discipline reviews have been completed and the individuals who developed the work product and the reviewer have signed the work product, it will be submitted to the project manager or project engineer for a project review. An independent review will not be required at this time unless requested by the client, the project manager, or the quality control manager. Before drawings or specifications are issued as final, they will be subject to all appropriate discipline and project reviews. They will also receive an independent review, and after all the reviews are completed, they will be stamped with the appropriate seal and signed, if required.

4.7.5 Consultant and Subcontractor Documents

When consultants or subcontractors perform work for HPA, the client views their performance as part of HPA's performance; therefore, it is necessary for HPA to review their work.

Documents that consultants or subcontractors prepare for HPA will receive a project review and an independent review to assess their applicability to the project. A Discipline Project Review Record form and an Independent Review Record form will be completed for these reviews. Project management will request assistance from the appropriate department or regional office manager, as needed, and that department or discipline can perform the project review with the approval of the quality control manager. Detailed checks of a consultant's or a subcontractor's work are not required unless the client or the project manager specifically requests them.

When an agreement with a consultant or subcontractor requires that they submit a QA/QC plan, that plan will be submitted to the quality control manager or his designee for approval before any contractor documents can be approved.

4.7.6 Shop Drawings

Shop drawing reviews are a form of quality control that HPA exercises over manufacturers, vendors, and contractors. Discipline reviews will be performed to determine compliance with specified requirements. Shop drawing submittals with comments will be returned to the originator. When revised copies have been received, the reviewer will check the revised issue against the previous comments to verify that all comments were adequately handled. Copies of the document as submitted and the reviewer's comments will be maintained in the project files until project closeout. The project staff will maintain a status record of approvals to verify that the supplier revises all drawings and returns them for HPA review as appropriate. At closeout, only the final shop drawing will be maintained in the project files.

Copies of approved shop drawings will be sent to the client and field personnel responsible for ensuring that only approved materials and equipment are incorporated into the work.

Proprietary designs or a supplier's standard designs, such as pre-engineered building designs, etc. will not be checked in detail unless the project manager or the client specifically requests it.

4.7.7 "As-Built" Documents

When field revisions must be incorporated into design documents, they will be subject to project reviews before implementation and approval, just as any other design document revision. At the request of the project manager or the client, the field revisions will be shown on "as-built" drawings after the project has been completed.

4.7.8 Field Data

The project manager will request a site manager to supervise the fieldwork and provide quality control of these activities. The site manager will document quality control activities by keeping field logbooks. The field logbook will be a step-by-step account of field activities and include information necessary to reconstruct site operations. If the project is large enough to warrant the use of weekly summary sheets documenting the past week's activities, these summary sheets will also become part of the permanent site project file. The field logbooks, field data sheets, and weekly summary sheets will be the quality control mechanisms by which all field data-gathering activities are documented and verified.

4.7.9 Laboratory Data

The ultimate responsibility for the quality control of laboratory data rests with the project manager. The laboratory must have a quality assurance plan of its own, which HPA will review for adequacy before contracting its services.

All reports from a laboratory will be reviewed to verify that the data are consistent with project requirements, the laboratory has reported the results in proper units, and the data are in compliance with applicable protocol. The project manager will spot-check the data or perform a full validation of all data.

4.7.10 Reports

The term "report" means those documents intended to record the results of work or to present conclusions or recommendations based on data collection and evaluation. Examples are feasibility study reports, technical memoranda, and letter reports. In relation to quality control, documents such as trip reports and progress reports, although they may be lengthy, are not subject to independent review unless specifically requested by the project manager or the quality control manager.

Because a client may accept a report that was issued as a draft, it is important that each issue meet the quality standards that are normally applicable only to final documents. Therefore, reports will be subject to quality control reviews at each issue.

Because conclusions and recommendations presented in a report are based on the evaluation of data collected, a project review will be performed for all reports. Calculations based on data collected will be checked in detail. Conclusions and recommendations will be reviewed to ensure that they reasonably represent the results of evaluations of data collected and agree with appropriate calculations.

Discipline reviews (if requested by the project manager), a project review, and an independent review will be performed on the initial issue. If comments on that issue are received from an outside source, such as the client, and those comments, with no other changes, are incorporated into the document, the report may be reissued without another independent review. A project review will be required in any case. Subsequent issues, incorporating additions to the report or other revisions not resulting directly from comments, will be reviewed in the same manner as the original issue. If comments result in major revisions to a report, another independent review will be performed before reissue.

4.7.11 Correspondence

Normal project correspondence, such as memoranda, telephone memoranda, meeting notes, progress reports, and trip reports, are not subject to formal reviews, although the project manager and project engineer are responsible for their content. A project review will be performed on project correspondence. All correspondence with conclusions or recommendations will require a discipline review.

4.7.12 Abstracts, Technical Papers, Articles, and Speeches

All HPA employees are encouraged to prepare and present technical papers, articles, and speeches in areas of technical competence as a means of projecting the firm's professional qualifications. In doing so, all abstracts, technical papers, articles, and speeches shall be reviewed and approved by the HPA quality control manager before submittal or release. Authors must submit a copy of the document to the regional office manager for review and approval. The regional office manager will forward those documents meeting regional approval to the quality control manager. The quality control manager will review each document for conformance with company policy, appropriateness of intended audience, and applicability. Participation in panel sessions, conferences, or similar activities will also be cleared through the regional office manager and the HPA quality control manager.

4.8 Disposition of Review Records

All internal review comments on HPA documents and HPA's comments on consultant and subcontractor documents will be discarded after each issue of the document has been submitted. All quality control records and client or agency review comments will be retained in the permanent project records.

4.9 HPA Standards

HPA standards include computer programs, standard practices, technical policies and procedures, and standard specifications. Because these are usually developed for general use throughout the company rather than for a specific project, a project review is not applicable. The quality control review processes for these are described in the following sections.

4.9.1 Computer Programs

All computer programs will be verified before being released for use. Purchased programs, regardless of their general acceptance by industry or government, will be tested in the same manner as those written by HPA staff. Only computer programs provided by the client for use specifically on that client's project are exempt from verification testing.

4.9.2 Standard Practices and Standard Specifications

Standard practices and standard specifications will receive a discipline review and an independent review. A project review will be not required.

After approval, each reviewer will initial the original document rather than a review record form. The initialed original will be sent to the quality control manager for approval. The quality control manager will add the standard to the list of approved standards and file and retain the original document. No further review of these documents will be required for their subsequent use. Revised design details or specifications will be subject to the same reviews as new documents.

4.9.3 Technical Procedures

Technical procedures will be subject to the same reviews as standard design details and specifications.

5.0 Quality Assurance Audits

The quality control manager periodically conducts audits and field reviews to verify that quality assurance procedures are being consistently and correctly applied and that, when correctly applied, they are effective. The following four types of audits and the field review are described in this section.

- Performance audits.
- System audits.
- Client audits.
- Consultant or subcontractor quality assurance activity audits.

5.1 Performance Audits

Performance audits are conducted to determine whether the QA Plan is being consistently and correctly applied. A performance audit may be conducted as a result of client requirements, a request from the project manager, or at the discretion of the quality control manager or the Managing Partner.

The quality control manager will determine the extent of the performance audit, which may be conducted at any time during project execution or after project completion.

The audit will consist of a review of QA/QC documents relating to a project or portion of a project by the manager of quality assurance or his designee to ensure compliance in the following areas:

- Each work product was checked according to the HPA QA Plan or project specific quality assurance plan, whichever is appropriate.
- The person reviewing each work product meets the qualifications for that function.
- All documentation was completed and filed as directed in the QA Plan.
- The necessary approvals were obtained before the work products were released to the client.

At the completion of a performance audit, an audit report will be sent to the Managing Partner and the appropriate project manager. This report will describe the audit and note discrepancies. If corrective action is warranted, the audit report will request that the project manager submit a corrective action plan.

5.2 System Audits

A system audit evaluates the effectiveness of HPA procedures, including the QA/QC procedures.

Management may initiate system audits at a client's request, if reports of unsatisfactory work are received, if organizational changes indicate a need to reevaluate procedures, or as a routine matter. For example, if performance audits show that procedures are being followed but unsatisfactory work is being issued, a system audit of the QA/QC procedures might be performed. If QA/QC functions identify problems before documents are issued, the procedures used to develop these documents might be audited.

System audits can also be performed to evaluate the QA/QC manpower requirements and time restraints created by QA/QC functions.

The quality control manager will define the purpose and scope of system audits for each audit, then send copies to each project manager and department head involved. Following the audit, a report stating the results of the audit and recommendations for revising procedures (if warranted) will be sent to the Managing Partner.

5.3 Client Audits

Clients may choose to perform QA/QC audits of work HPA performs for them. When a client announces its intention to perform QA/QC audits, the project manager should ascertain when the audits will be performed and what documents the client will review. The project manager will inform the quality control manager of the client's requirements and make all necessary information available to the client.

The project manager or a designee will accompany the client during the review of QA/QC documents and prepare a report for the quality control manager stating his observations. He will attach a copy of the client's audit report, if available. The quality control manager will prepare a report for the Managing Partner and will recommend what action (if any) is required to satisfy the client. A copy of this report will be sent to the project manager.

5.4 Consultant or Subcontractor Quality Assurance Activity Audits

In some instances, agreements with consultants or subcontractors will require them to submit their QA/QC plans to HPA. These agreements may also stipulate that HPA may, at its discretion, audit the consultant's or subcontractor's QA/QC activities.

When an audit is to be performed, the project manager will notify the consultant or subcontractor of the audit 2 weeks before it begins. The project manager will make arrangements and develop procedures for conducting the audit and submit the procedures to the quality control manager for approval. The quality control manager or his designee will conduct the audit.

6.0 Corrective Action

The correction of nonconformances discovered by quality assurance activities is the final step in achieving acceptable quality. It is the responsibility of the quality control manager to ensure the following actions occur:

- Corrective action plan is in place or is developed.
- Appropriate person is notified when nonconformances are discovered.
- Corrective action is taken.
- Both the nonconformance and corrective action are documented.

6.1 Quality Control Reviews

The review of work products before they are used or issued is a routine quality control function, and the correction of errors or omissions is part of the work's development. When a review has been completed, comments will be returned to the originator of the work, who will incorporate the changes or justify the original work to the reviewer. The revised work will then be reviewed, and the reviewer will sign and date the appropriate review record form.

No record of the corrective action beyond the signing of the review records is required for this corrective action.

6.2 Performance Audits

Nonconformances discovered as a result of a performance audit will be reported to the project manager. If requested by the quality control manager, the project manager will prepare a corrective action plan and submit it to the quality control manager for approval. Upon approval, the project manager will implement the plan and notify the quality control manager when corrective action is completed. The project manager will submit monthly status reports to the quality control manager on the status of the action.

An audit of the corrective measures may be performed at the discretion of the quality control manager.

6.3 System Audits

System audits are performed to evaluate the effectiveness of the company's systems and procedures; therefore, corrective action is an HPA responsibility, not a project responsibility.

After preparing the audit report, the quality control manager will decide what corrective action is to be taken and designate a system manager to be responsible for the action. The system manager will develop a corrective action plan, including a schedule and manpower requirements, and provide the quality control manager with a copy. The system manager, under the direction of the quality control manager, will then revise the system or procedure in question.

While revisions are in progress, the system manager will provide monthly status reports to the quality control manager. When corrective action is completed and the new system or procedure is in use, the system manager will notify the quality control manager. A quality assurance audit of the new system or procedure may be performed at the discretion of the quality control manager.

6.4 Client Audits

Nonconformances reported by the client as a result of his audit might be either a performance problem or a system problem and the client must agree to corrective action according to the contract.

The HPA project manager usually receives an audit report from a client, which may be in any form, including oral. The project manager will discuss the report with the client and make his own report to accompany the client's report. This report will be sent to the quality control manager, who will determine whether any nonconformances noted in the report are performance problems, system problems, or both. The project manager will then request a corrective action plan from the appropriate party, as described in Sections 6.2 and 6.3.

The project manager must approve the corrective action plan before it is presented to the quality control manager, regardless of whether the nonconformances are performance problems or system problems. The project manager is responsible for obtaining client acceptance of the plan.

Corrective action taken in response to a client report of a system or procedure problem does not necessarily involve other projects. At the discretion of the quality control manager, the corrective action may be used on the client's project only.

If, during a client audit, the client finds errors in project documents that were not detected by HPA quality control checks, resolution of the errors may be handled within the project team without a formal corrective action plan or approval from the quality control manager. However, the client's report must still be sent to the quality control manager with a letter from the project manager stating that resolution will be a project matter. When corrective action is complete, the project manager will notify the quality control manager.

6.5 Consultant or Subcontractor Quality Assurance/Quality Control Activity Audits

When audits of consultant or subcontractor QA/QC activities reveal nonconformances in performance or procedures, the HPA project manager will request a corrective action plan from the consultant or subcontractor. When the project manager receives the plan, he or she will obtain the approval of the quality control manager before authorizing the consultant or subcontractor to proceed. The project manager will notify the quality control manager when the corrective action is completed.

6.6 Corrective Action Plans

Corrective action plans will be submitted to the quality control manager for approval before any action is authorized. The plan must include the following information:

- Date.
- Number of audit that prompted corrective action.
- Project or program number (if applicable).
- Name of the individual responsible for implementation of the plan.
- Expected duration of corrective action.
- Manpower budget.
- Description of the proposed action.

7.0 Reporting

A primary feature of effective quality assurance is reporting the results of quality assurance activities. Reports might be prepared by clients, subcontractors, project managers, auditors, or the quality control manager. The quality control manager accumulates all QA/QC reports and generates summaries for management use.

7.1 Audit Reports

When an HPA staff member performs an audit, that person must prepare an audit report. The report will include the following information:

- Purpose of the audit.
- Date audit began and ended.
- Name of auditor.
- Description and date of issue of documents audited.
- Name and department of originator of work.
- Description of discrepancies or problems noted.
- Auditor's recommendations regarding corrective action.
- Project or program number (if applicable).
- Name of project manager (if applicable).

All QA/QC audits, regardless of origin, will be sent to the quality control manager, who will assign a unique audit number to each one and distribute the audit report to the audited group and project manager.

7.2 Corrective Action Status Report

After a corrective action plan has been approved, the individual responsible for implementing the action will prepare a Corrective Action Status Report on the 15th of each month until the corrective action is completed. At that time, he or she will file a final status report. Each status report will include the following items:

- Date.
- Audit number.

- Project or program name and number.
- Name of the individual responsible for correction action.
- Description of action taken and progress made.
- Estimate of percent completed.

7.3 Summary of Audits

The quality assurance manager will periodically prepare an audit summary report to the Managing Partner that lists the quality assurance audits performed since the last report and all audits for which corrective action is pending. The report will include the following items:

- Audit number.
- Date of audit report.
- Project or program name and number.
- System, procedure, or documents audited.
- Reason for audit.
- Brief description of audit.
- Brief statement of results, including requirements for corrective action.

7.4 Summary of Corrective Action

The quality assurance manager will periodically prepare a corrective action summary report to the Managing Partner that lists the audits initiated in the previous quarter and the status of corrective action. Each entry will continue to be listed until corrective action is completed. The summary report will include the following information about each corrective action listed:

- Audit number.
- Date of audit report.
- Brief description of need for correction action.
- Date of corrective action plan.
- Scheduled corrective action completion date.
- Brief description of action completed.

8.0 Quality Assurance Plan Control

Just as it is necessary to control the quality of the work performed for clients with this QA Plan, it is necessary to control the content and use of this manual. Revisions, which will occasionally be necessary, must be controlled. Use of the QA Plan is controlled through the distribution of copies.

8.1 Plan Maintenance

Revisions to this manual are controlled by the Managing Partner of HPA, who must authorize and approve all revisions.

Project managers, department heads, or other staff members may propose revisions by memorandum to the HPA quality assurance manager. The memorandum must define the need for a revision and include a description of the proposed revision. The quality assurance manager will review the proposal and determine the necessity of the change.

When revisions are necessary, the quality assurance manager will make all revisions and assemble a review copy, clearly marking each revision. The date on the footer must be changed whenever the plan is revised. The quality assurance manager will transmit this copy to the Managing Partner with a memorandum stating the reasons revisions are required and describing the proposed revisions.

After any comments and changes are incorporated into the document, the Managing Partner will acknowledge his approval of the revised plan and direct the quality assurance manager to distribute the revised pages (or entire plan if necessary) in accordance with the procedures outlined in Section 8.2 below.

8.2 Quality Assurance Plan Distribution

The quality assurance manager is responsible for effecting the posting of the QA Plan in each office where it is accessible by all HPA staff members. Only the quality assurance manager or his designee shall be authorized to change or delete the QA Plan or other HPA quality system documents posted on the intranet. Staff members may print portions of these documents for their immediate use but such hard copies shall be valid only for the day it was printed, after which the

hard copy will become an uncontrolled copy. Uncontrolled copies of quality system documents may not be used to guide work activities where the use of an outdated document could adversely impact the quality of the project deliverable.

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
2001	2001	Charles Dunn Real Estate Services	800 West 6th Street, 6th Floor Los Angeles, CA 90017	Ed Miller	(213) 683-0500	Above water and Underwater Investigation of 251 slips at Marina del Rey
2000	2000	Vestar Development Co.	12731 Towne Cntr Dr. Ste. I Cerritos, CA 90703	Jeff Axtell	(562) 403-4638	Provided conceptual layouts for low and high density schemes for docking facilities
2002	On-Going	City of Seal Beach	211 8th Street Seal Beach, CA 90740	Mark Vukojevic	(562) 431-2527	Above water and UW condition assessment of the Seal Beach Pier
1996	1998	USCG Construction Center Pacific	915 2nd Ave., Room 2665 Seattle, WA 98174	Jerald Johnson	(206) 220-7420	Coastal, structural, geotechnical, construction mechanical and electrical engineering svcs.
1998	2000	Unocal Corporation Central Coast Group	PO Box 1069 San Luis Obispo, CA 93406	Richard Walloch	(805) 547-5437	Civil, structural and coastal engineering design services
2001	On-going	Port of Richmond	1411 Harbour Way South Richmond, CA 94804	Norman Chan	(510) 215-4600q	Coastal engineering studies to determine the cause of wave agitation in marina
2001	2002	BP Trinidad & Tobago	Galeota Point, P.O. Box 714 Port-of-Spain, Trinidad	Neil Baptiste	(868) 630-8341 Ext. 4667	Conceptual design of shore protection alternatives for a failed seawall
1998	2000	Ministry of Transport and Housing	P.O. Box 684, PC 113 Muscat, Oman	Jamal Aziz	(968) 700-986	Comprehensive coastal engineering study

**Representative list. Over 24 years of marine engineering experience can be provided upon request. See Key Project Details at the end of this Section

2. How many full-time workers does your firm employ? 138

3. Attach an organizational chart or describe the organization of your firm: Organization Chart attached

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

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

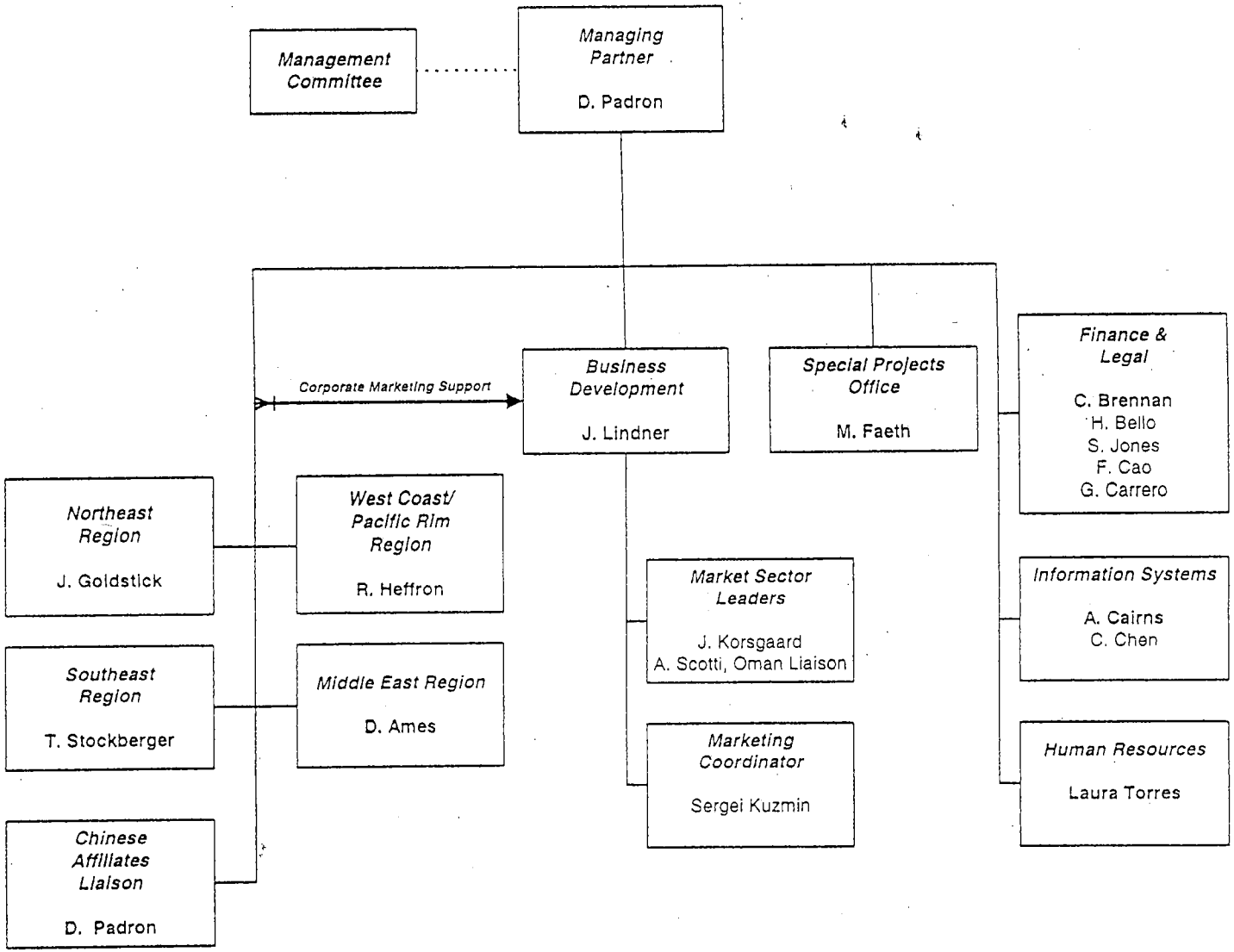
Name	Address	Business relationship	Contact person	Phone number
JP Morgan Chase	2 Chase Manhattan Plaza, 3rd Fl. New York, NY 10081	Bank	Delores Seabrook	212-552-8461
World Trade Office Supplies	One World Trade Cntr., Ste. 193 Long Beach, CA 90831	Office Supplies	D.P. Punjabi	562-435-9153
Sir Speedy	100 Oceangate, Ste. P-245 Long Beach, CA 90802	Printer	Jim Chu	562-435-2564

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.

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

Signature: _____

Han-Padron Associates
Corporate Organization



FORM P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Han-Padron Associates, LLP, 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:

Ronald E. Heffron	Partner-in-Charge
Name	Title
	April 16, 2003
Signature	Date

FORM P-6

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: Han-Padron Associates, LLP

XX I AM NOT
☐ I AM
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
XX Other (Please Specify) Limited Liability Partnership

Total Number of Employees (including owners): 138

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					3	3
Hispanic/Latino			1		5	5
Asian or Pacific Islander					20	8
American Indian						
Filipino						
White	8		16	1	53	15

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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	Dis-advantaged	Disabled Veteran	Expiration Date

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	Authorized Signature	Title	Date
Ronald Heffron		Partner-in-Charge	4-16-03

FORM P-7

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

FAXED

Contractor Name or Association Name as Shown on Bid or Proposal: Han-Padron Associates, LLP

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 100 Oceangate, Suite 650
Long Beach, CA 90802

Telephone: 562-590-6032 **FAX:** 562-590-6042

County Department Receiving Bid or Proposal: Beaches and Harbors

Type of Goods or Services To Be Provided: Consulting and engineering services

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [X] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.	Dennis Padron	Senior Partner	[YES] [NO]
2	Mark Faeth	Partner	[YES] [NO]
3.	Jim Lindner	Partner	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: April 16, 2003
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Ronald Heffron
(Print Name)

Partner-in-Charge
(Print Title/Position)

FORM P-8

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Ronald Heffron hereby submit this certification to the (County department) Department of Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), Han-Padron Associates, LLP, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 100 Oceangate, Suite 650, Long Beach, CA 90802 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16th day of April, 2003 (Month and Year)

at: Long Beach, CA (City/State) 562-590-6032 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

FAXED

FORM P-9

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: Han-Padron Associates, LLP		
Company Address: 100 Oceangate, Suite 650		
City: Long Beach	State: CA	Zip Code: 90802
Telephone Number: 562-590-6032		
Solicitation For (Type of Services): Consulting and engineering 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

XX 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.

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

Print Name: Ronald Heffron	Title: Partner-in-Charge
Signature:	Date: April 16, 2003

AMENDMENT 1 TO CONTRACT NO. 74556

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2005.

WHEREAS, Contract No. 74556 was entered into between the County of Los Angeles and David Evans and Associates, Inc. ("Contractor") on July 29, 2003, to provide harbor engineer services in Marina del Rey and at County owned and operated beaches (the "Contract"); and

WHEREAS, various projects have been identified to repair damage caused by the 2005 Winter Storms; and

WHEREAS, repairing the storm damage will address public safety concerns; and

WHEREAS, the proposed scope of work includes design for repairing maintenance roads and public access ways at various beach locations, reinforcing eroded bluffs that pose a significant public safety risk, and re-nourishing various beaches to pre-storm levels, among other improvements; and

WHEREAS, the as-needed design services will be funded with revenues from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets; and

WHEREAS, in light of the above, it is the desire of the parties to increase the Contract sum by this Amendment to reflect designs for repair projects, which will be done at the direction of the Director pursuant to the existing provisions of the Contract.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract shall be amended as follows:

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 capital projects, the County may at its discretion expend not to exceed $3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance budgets.

The maximum contract sum shall be $3,340,000 including the original contract amount of $200,000 and the 20% contingency available at the discretion of the Director of Beaches and Harbors.

2. All other terms and conditions contained in said Contract shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Amendment to be subscribed by the Chair of such Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year hereinabove first written.

David Evans and Associates, Inc.

By: _____

Jeffrey K. Rupp, Vice President

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona - Lukens
Executive Officer-Clerk of
the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

74556

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

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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., a California corporation (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, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the date of approval by the Board of Supervisors.

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 12, 2003.

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 June 8, 2003 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 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.

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 hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within Southern California 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 breech 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER

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 actual or alleged negligent acts and/or omissions arising from and/or relating to this Agreement.

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 Contract'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 RESPONSIBILITY AND DEBARMENT

3.32.1 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.

3.32.2 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 not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 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.

3.32.4 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.

3.32.5 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 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.

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

3.33 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).

3.34 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.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 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.

3.35.2.2 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.

3.35.2.3 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.

3.35.2.4 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.

3.36 SAFELY SURRENDERED BABY LAW. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, information 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 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.

David Evans and Associates, Inc.

By _____
Jeffrey K. Rupp, Vice President

_____
CHAD L. Costello, ASSOC.

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JUL 29 2003

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

FORM P-1

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM

Proposer: Name: David Evans and Associates, Inc.

Address: 800 North Haven Avenue
Suite 300
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.

The rate(s) for services shall be:

Job Title:	**Hourly Rate:**
See Attached Rate Schedule	_____ 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 & CO

Authorized agent for service of process in California:

Jeffrey K. Rupp, P.E. 800 N. Haven Ave., #300, Ontario, CA 91764 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:

Name	Title	Phone	Name	Title	Phone
Jeffrey K. Rupp	VP	909.481.5750	Cliff A. Simental	VP	909.481.5750

Dated: 4/18/03 Proposer's signature: _____

Jeffrey K. Rupp VP 909.481.5750

Name Title Phone

DAVID EVANS AND ASSOCIATES INC

Rates Effective through June 30, 2003

DEA's Schedule of Hourly Billing Rates

Office Staff:

Project Manager	$125.00
Professional Engineer	$120.00
Professional Land Surveyor	$120.00
Professional Landscape Architect	$110.00
Professional Architect	$110.00
Professional Planner	$110.00
Civil Designer	$105.00
Survey Analyst	$110.00
Landscape Designer	$85.00
Land/Environmental Planner	$85.00
CADD Designer	$85.00
CADD Drafter	$70.00
Clerical	$50.00

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

Field Staff:

2-Person Survey Crew	$190.00
3-Person Survey Crew	$240.00

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

Reimbursable Expenses:

Client shall pay the costs, plus 15%, for any applicable governmental fees, title company charges, subconsultant fees, outside vendor reproduction costs, in-house reproduction costs, mileage, and delivery or messenger services incurred on **Client's** behalf.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Jeff Rupp	Vice President	Project Manager	Project Management/Key Client Contact
Rob Bathke	Associate	QA/QC Manager	Quality Assurance/Quality Control Checks
John Harrison	Contract Employee	Coastal Engineer	Peer Review/Project Oversight
Chad Costello	Associate	Lead Civil Engineer	Civil Engineering
Jon Dasler	Vice President	Hydrographic Surveyor	Hydrographic Surveying
*See attached Team Organization Chart for additional personnel, team members and subconsultants			

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** David F. Evans, P.E., P.L.S.

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Jalal Vakili, P.E., G.E.	Ninyo & Moore	Subconsultant	Geotechnical	Irvine, CA	949.753.7070
Ben C. Gerwick, Jr.	Ben C. Gerwick, Inc.	Subconsultant	Structural/Marine	Orange, CA	714.978.0410
Tom Sorenson	Parker Diving Serv.	Subconsultant	Diving	San Pedro, CA	310.833.4554

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Jeffrey K. Rupp, P.E.	Civil Engineer	C42868
Chad L. Costello, P.E.	Civil Engineer	C60256
D. Robert Bathke, P.E.	Civil Engineer	C48138

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

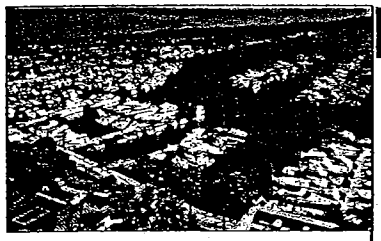
b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;

c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and

d. Proposer's ability to provide professional quality engineering drawings and other work product.

See attached Approach to the Scope of Work

Signature: _____
Jeffrey K. Rupp

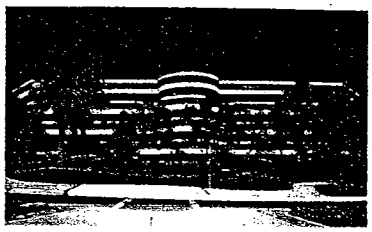


DEA Statistics:

- Over 800 personnel in 17 offices
- Located in California, Arizona, Colorado, Oregon, and Washington
- No. 76, ENR (*Engineering News Record*) Top 500 Design Firms
- No. 40, ENR Top 100 *"Pure Designers"* in the nation
- Founding member of GDA (Global Design Alliance), a national consortium of prominent U.S. architecture and engineering firms

Firm History

Since 1976, David Evans and Associates, Inc. (DEA) has been providing multi-disciplinary engineering services to clients in the public and private sectors, including:



- Civil Engineering
- Conventional Surveying
- Landscape Architecture
- Land Planning
- Environmental Planning
- Hydrographic Surveying
- Structural Engineering
- Environmental Engineering
- Telecommunications Engineering
- GPS Surveying
- GIS Mapping
- Right of Way Acquisition
- Natural Resource Management
- Transportation Planning/Engineering/Design

Total Quality Management

DEA has an aggressive, firmwide total quality management (TQM) program. To maintain a consistently high level of quality, DEA:

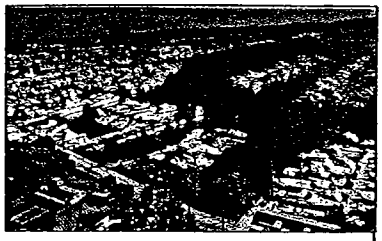
- designates a professional staff member as central contact for each client to ensure that the client's needs are met
- organizes TQM committees in each office to identify issues, develop recommendations, and implement solutions
- is in the process of becoming an ISO 9001 registered firm

Commitment to Technology

DEA is committed to using the most powerful, advanced graphics and mapping systems, including:

- Microstation
- Intergraph InRoad
- AutoCAD
- ARC/INFO GIS
- GPS
- LISCADD
- LANDCADD

DAVID EVANS AND ASSOCIATES INC.



Financial Information

DEA is a corporation organized under the laws of the state of Oregon. From its inception on April 1, 1976, DEA has grown to include 106 stockholders. Current financing in addition to stockholder equity consists of accounts receivable from 401 SW Fifth Avenue, Portland, Oregon 97204. DEA's contact is Richard Pickwick, (503) 225-1753. For 2002, DEA's business volume reached $98.3 million.

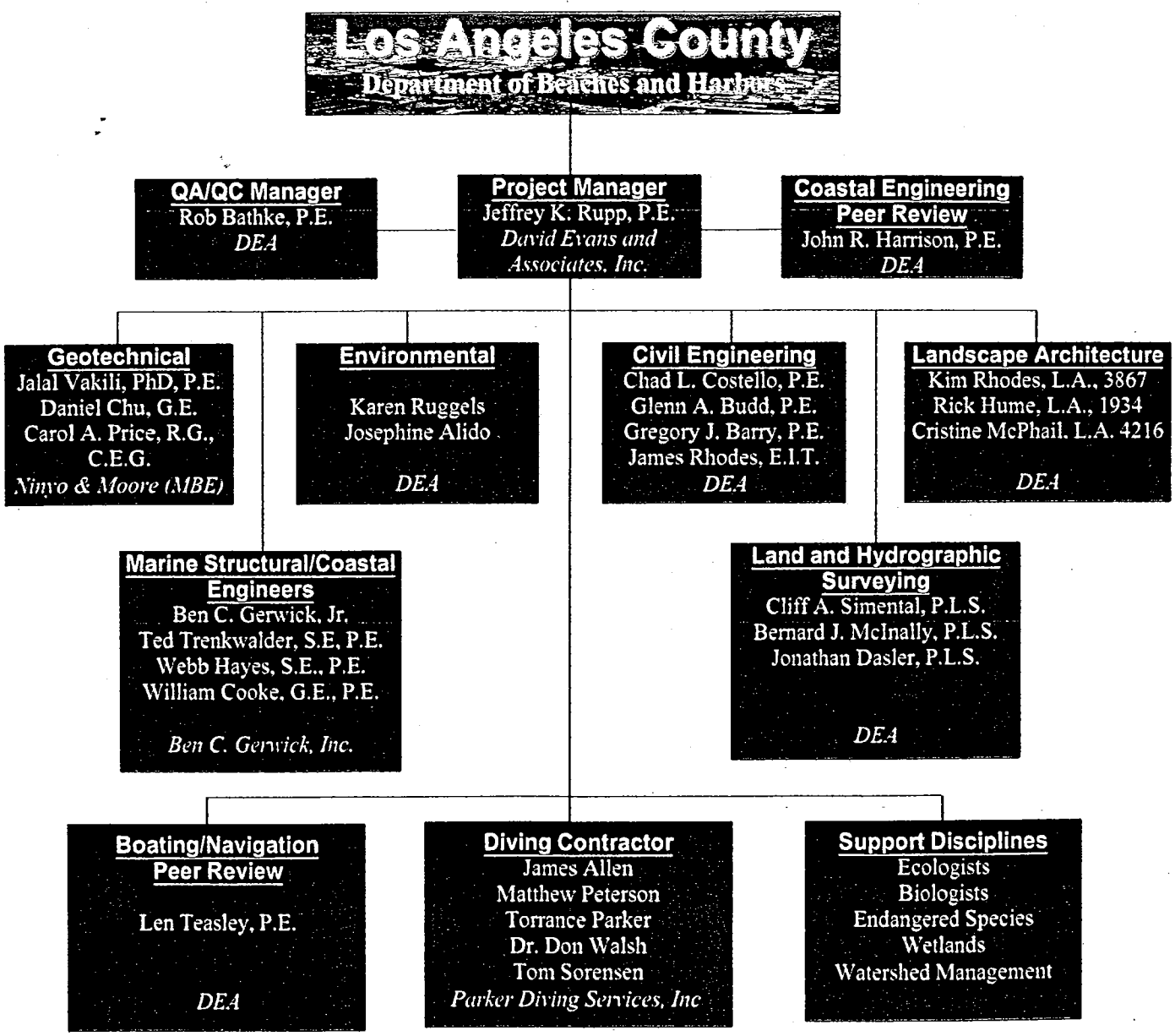
Insurance Coverage

Limits	
Comprehensive General Liability	$2,000,000
Automobile Liability	$1,000,000
Workmen's Comprehensive Insurance/Employer's Liability	$ 500,000
(Umbrella covers over $500,000 in California)	
Professional Liability Insurance	$5,000,000

Insurance Company Names	*Agent and Phone Number*
Continental Casualty Insurance	Bruce Oleszczek
Kemper National	(503) 306-2809

DAVID EVANS AND ASSOCIATES INC

Project Team Organization



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

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 project manager 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. Biographies of key personnel are as follows:

- ***Jeffrey K. Rupp, P.E.*** - Mr. Rupp is our director of engineering, a California registered civil engineer and vice president with DEA. His 20 years of experience includes engineering design and hydrology as well as construction management and design for storm drain projects, residential developments, commercial developments, street, sewer, water, grading plans, underground utility structures, and right-of-way projects. With a focus in the LA region, he is a specialist in hydrology and hydraulic drainage design; however, Mr. Rupp provides a variety of civil engineering design services. Projects he has managed include the Los Angeles County Headquarters Parking Lot Demonstration project, Marina Del Rey waterline project; County of Los Angeles on-call lists for engineering projects, a nine-year contract with the city of Los Angeles, Department of Recreation & Parks on projects such as the L.A. Zoo, Elysian Park, and a number of parking lot projects; and the Fine Arts Building at West Los Angeles College.

- ***John R. Harrison, P.E.*** – Mr. Harrison will provide peer review coastal engineering services for the team. His tremendous experience includes major structural engineering and specialized marine design projects. He has provided structural design of numerous reinforced concrete masonry wood and steel structures, and has a strong background in civil and structural engineering, specializing in site development projects and coastal engineering challenges. His expertise will be a key asset to the peer review function and value engineering aspect our Team.

- ***Chad L. Costello, P.E.*** – Mr. Costello is an associate and professional civil engineer at DEA with over 9 years of experience on a variety of civil engineering, transportation, site development, ADA accessibility, and infrastructure design projects. His responsibilities have included project management & engineering design for civil and transportation projects as well as water, sewer, and storm drain systems and several land development and mass grading projects. His experience as the Project Engineer for the Marina Del Rey waterline system has been ongoing for the last 2 years and he understands the special needs and requirements by the LA County Beaches and Harbors Department as well as the Design Control Board. He has also managed approximately 10 projects with the County of Los Angeles over the last 2 years and understands the specific standards and particular requirements LA County requires and maintains a very successful QA/QC program for each project.

- ***D. Robert Bathke, P.E.*** - Mr. Bathke is an associate and civil engineer at DEA with over 23 years of various engineering experience throughout the LA County region. 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. His broad engineering background will be a vital need for this Beaches and Harbors contract. For instance, one need that has been identified in Marina Del Rey recently is the ADA accessibility regulation analysis to ensure that the County provides equal accessibility access to all individuals having disability. He was currently selected by OCTA in Orange County to assist with analyzing approximately 1500 bus stop locations throughout Orange County to ensure ADA regulations drafted by the Federal Access Board are met. These unique experiences will be a great asset!

- ***Glenn A. Budd, P.E.*** - Mr. Budd will provide various civil engineering services on this contract. He has over 19 years of experience in the field of civil engineering and land/site development. He has experience in a variety of civil engineering projects, however, he is an expert in commercial, industrial and subdivision work. Mr. Budd has managed numerous large development projects and is currently working on several major master-planned community projects.

- ***Gregory J. Barry, P.E.*** - Mr. Barry will provide water system support and storm water quality assessments on this contract. He is highly experienced in municipal water quality and water system improvements including sanitary sewer, water main, reclaimed water main, well and booster pump design. He also has extensive experience in water and wastewater master planning, wastewater treatment plant design involving process, hydraulic and pump station design; and production of plans and specifications. He is adept in HEC-1, HEC-2, TR55, AutoCAD 14, and Cybernet and H2O-Net.

- ***James Rhodes, E.I.T.*** - Mr. Rhodes is a highly-skilled civil designer with DEA and has worked on several marina-related design projects. He has over five years of experience in the civil engineering and biology fields. Mr. Rhodes was also employed by Caltrans District 8 for two years where he was involved in preparing grading, drainage design, utility relocation and installation plans. He also reviewed encroachment permits, project reports, and rehabilitation strategies. In addition, Mr. Rhodes has performed corrosion studies, pavement investigations, and evaluated soil data. His broad design experiences will be a great asset for the DEA Team.

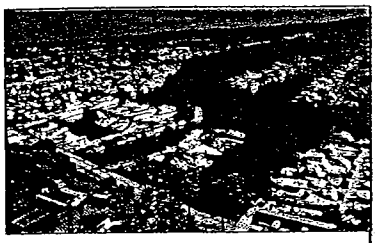
- ***Kim S. Rhodes, L.A., 3867*** - Ms. Rhodes leads our landscape architectural group as regional director of landscape architecture. She is a California registered landscape architect and associate with DEA. She is also a National Recreation and Park Association certified playground safety inspector. For the past 16 years, she has been responsible for park and recreation design and planning, streetscape improvement projects, and master planning on numerous projects throughout California. Ms. Rhodes has served as project manager for the 18-acre premier soccer complex in Costa Mesa, in addition to over 40 park projects which involve

ADA upgrades and playground design. She has been responsible for landscape architectural services for the Las Tunas Drive downtown streetscape project and Las Tunas/Rosemead Boulevard streetscape and median project in Temple City, the Santa Clara and South Fork River Trail projects in the city of Santa Clarita, and the Pier 30 East Wharf Park in San Francisco which includes an exceptional variety of public amenities. Ms. Rhodes has performed planting and irrigation design, in addition to construction observation and administration, for hotels, parks, sports facilities, schools, and commercial, residential, and industrial developments. Her experience also includes the use of AutoCAD and LANDCADD in the preparation of construction documents.

- ***Frederick T. Hume, L.A., 1934*** - Mr. Hume has over 25 years of experience. He is recognized for his leadership and service on the boards of numerous civic, charitable and professional organizations including serving as President of the Southern California & Nevada Chapter of the American Society of Landscape Architects. The list of completed projects that Mr. Hume has worked on includes many prominent planned communities, resorts, and recreation facilities for public and private clients. This list includes planned residential communities such as Tustin Ranch, Coto de Caza, Lake Las Vegas and the McCrink Ranch. Resort and visitor-serving projects include Mickey's Toon Town-Disneyland, Spaceworld-Japan, Legoland, and the PGA West Resort Hotel. He has also provided design and master planning services for over 40 parks ranging in size from private recreation facilities to community and regional public parks. Other notable projects include the Channel Islands National Park Visitor Center, Hearst Castle Resort, and the Laguna Beach Village Gateway.

- ***Cristine McPhail, L.A., 4216*** - Ms. McPhail is a California registered landscape architect, certified arborist, and client manager/project manager with David Evans and Associates, Inc. For the past 12 years, Ms. McPhail has been responsible for all aspects of landscape architectural planning, design, construction, and maintenance. She has been the project manager for a variety of projects including downtown redevelopment, commercial sites, hotels, land development, median and streetscapes, parks, schools, transit centers, and historic restoration.

- ***Karen L. Ruggels*** - Ms. Ruggels has over 20 years of professional planning experience in both the public and private sectors involving site and policy planning, environmental review preparation, environmental and planning document preparation, project management, resources management, writing and public presentations, and agency coordination. She has experience in preparing complex and technical master plan and land use documents. She was involved in project management and coordination, governmental affairs and client relations. Ms. Ruggels managed a wide variety of projects ranging from Specific Plans to PUD/Tentative Map entitlements for mixed use, residential, commercial and industrial uses, as well as the preparation of environmental documentation for such projects. She is responsible for procuring county and city entitlements for over 9,000 dwelling units and more than 200 acres of retail, industrial and business park



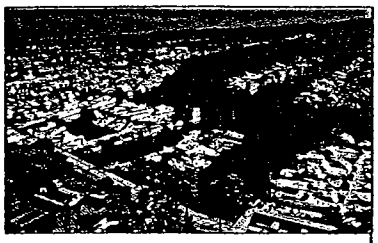
uses. Her recent experience working with Los Angeles County will also be a great asset for the project team.

- ***Josephine Alido*** - Ms. Alido can assist with the CEQA documentation efforts on this contract. She is an environmental project manager with over 12 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 development 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. She is skilled in noise surveys and traffic noise and pollutant emission modeling. Josephine also worked on the Marina Del Rey waterline cultural resources assessment so she has a local understanding of the main challenges that will arise on these Beaches and Harbors projects.

- ***Cliff A. Simental, P.L.S.*** - Mr. Simental is the office manager for DEA's Ontario location. He is also a California registered land surveyor and vice president with the firm. He has over 27 years of experience providing land surveying services throughout the Southern California area. His experience includes utility location, topography, boundary, aerial, control and GPS surveys, as well as construction surveying. Mr. Simental has managed a variety of projects for both the public and private sector. His major projects consist of right-of-way engineering and surveying for Los Angeles Country, Eastern Transportation Corridor (Route 241) project for the Transportation Corridor Agency of Orange County, construction surveying services on the 60/71 and 23/118 Interchange for Caltrans, and utility location services for SANBAG on Route 210, Segment 11 and construction surveying services on Route 71, the I-10 and all segments of the SR210 Freeway for SANBAG.

- ***Bernard J. McInally, P.L.S.*** - Mr. McInally is a survey manager with David Evans and Associates, Inc. His experience in the surveying field encompasses more than 13 years. He is very familiar with and has performed ALTA, topographic, boundary, control, construction, cadastral, utility location and GPS surveys. He has also performed surveying tasks to meet Caltrans standards. Bernie was the lead survey manager for the aerial topography map generated for the Marina Del Rey area as well and has local knowledge of the benchmark control in the region. This will also help the project team have a clear understanding of the local needs for the County harbor projects.

- ***Jonathan L. Dasler, P.L.S.*** - Mr. Dasler is DEA's director of hydrographic services, a professional land surveyor, professional engineer, and an ACSM certified hydrographer. His experience includes 16 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), port authorities, 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 was also selected by the United States Department of the Interior to participated 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. Recently, Jon presented a paper at the U.S. Hydrographic Conference held last month in Biloxi, Mississippi. His local experience as the principal senior hydrographer with NOAA includes mapping the offshore approaches to Los Angeles and Long Beach harbor, El Segundo and approximately 27 miles off of Port Hueneme. Jon's local experience in the vicinity of the Los Angeles County of Beaches and Harbors jurisdiction will give the team a great advantage on this project.

- ***Len Teasley, P.E.*** - Mr. Teasley has acquired a broad base of civil and coastal engineering design experience in his more than 35-year career in public and private practice. Mr. Teasley's experience consists of design and construction of waterfront facilities, as well as water works and sewer projects for cities and districts throughout California. In addition, Mr. Teasley has provided site development engineering services for regional shopping centers, warehouses, and industrial plants. He is known for his marine experience, specializing in small craft harbors, and is an avid boatsman who likes to personally inspect each one of his projects on a regular basis from the waterside. Len will be a key link to the boating and navigational aspects of potential marina projects.

Subconsultants

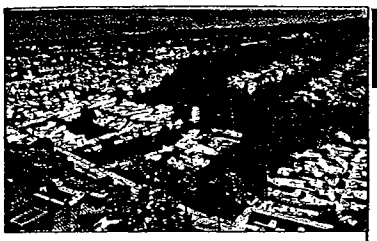
DEA is committed to utilizing experienced subconsultants are part of our team. For this contract we have selected the firms shown below. Further information on each of these firms and the personnel who will be representing them, can be found following this section. These firms are:

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

In addition to the firms shown above, DEA has also provided a list of subconsultants that may also be utilized as part of this contract that we successfully work for on a regular basis.

- ***Pacific Southwest Biological Services, Mitch Beauchamp – Biological Assessment and Resource Agency Permitting, ACOE, DFG, FWS, RWQCB***
- ***ASM Affliates, John Cook – Cultural Resource Surveys, Section 106 Compliance***
- ***Giroux & Associates, Hans Giroux – Air Quality Analysis, Odors and Nuisance, Noise Analysis.***

DEA can also provide visual simulation services and traffic studies if required.



JEFFREY K. RUPP, P.E.
Professional Engineer

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

Registration
Professional Civil Engineer, California (#42868), 1987, expires 3/31/05

Professional Memberships
President, Business Development Association of the Inland Empire
California Council of Civil Engineers and Land Surveyors
Building Industry Association
Society of American Military Engineers

Years with DEA
17 (1985)

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 the regional director of engineering 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.

Experience:

LA County Headquarters Parking Lot Watershed Program, Los Angeles County, California
The County chose its own headquarters as the site for a *Demonstration Project*. In September 2000, 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, Mr. Rupp was selected to develop a conceptual site plan for the urban storm management plan for the site 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. Mr. Rupp is currently working on construction documents for this project now which includes several non-structural and structural BMPs that will be implemented at the site as a comprehensive watershed management *Demonstration* site. Mr. Rupp's experience on the LA County BMP Task Force committee has been extremely helpful in keeping updated on the latest regulations and available equipment.

Marina Del Rey 16" Waterline, Los Angeles County, California
Mr. Rupp served as the project manager on this project which 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 LA boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

Pine Canyon Road, Los Angeles County, California
Mr. Rupp served as project manager and was responsible for checking highway design on this project which involved 10 miles of improvement plans based on aerial topography files. Mr. Rupp provided engineering services consisting of street widening, reconstruction, design of cross gutters, and replacement of damaged curbs, gutters, and driveway aprons. The project also involved the recommendations for traffic control elements, pavement markings, superelevation rates and roadway geometrics. Mr. Rupp assisted in the preparation of plans indicating the limits of the

proposed reconstruction, typical sections, special details such as shoulder replacement, pavement transitions, etc. All plans were submitted at a scale of 1"=40' scale for the highway improvement plans and striping plans. Construction cost estimates were also provided and all plans are prepared using Microstation.

Eastman Avenue et al. Street Improvements, Los Angeles County, California
Mr. Rupp has provided civil design services in completion of the Eastman Avenue street and storm drain improvement plans for Los Angeles County. The project involves the resurfacing, reconstruction and/or widening of 19 streets in the vicinity or intersecting with Eastman Avenue in an unincorporated portion of Los Angeles County. Five of the streets require overlay, while seven streets require the addition of curb and gutter. Mr. Rupp assisted with the submittal preparation which includes designing proposed street cross sections, vertical profiles, and horizontal modifications for the project streets. Mr. Rupp also helped coordinate the required traffic loop restoration and signal modifications for the project.

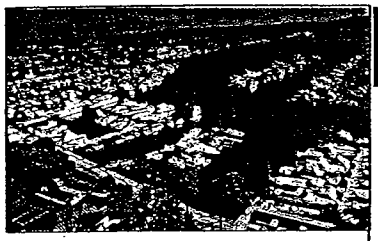
L.A. County Sheriff's Aero Bureau Relocation, Los Angeles, California
Mr. Rupp served as project manager responsible for providing the Los Angeles County Department of Public Works with boundary and topographic surveys for two proposed sheriff's aero bureau sites in La Verne and San Dimas. Mr. Rupp also prepared a hydrological analysis for each of the sites utilizing Los Angeles County's computer hydrology program.

Fenbard 4,200-Foot, 69-Inch Drain, Los Angeles County, California
As project manager, Mr. Rupp was responsible for quality control inspection during construction for hydraulic analysis, survey, utility placement, research, and design of a storm drain involving a two-acre retention pond with sophisticate weir structure.

Earthstation Expansion E.I.R., Malibu, California
As project manager, Mr. Rupp provided a comprehensive study of the impacts that drainage improvements for proposed additional buildings and antenna dishes would have on the environment in this delicate Malibu Canyon site. The project included hydrologic analysis of the site and analysis of existing drainage facilities.

Microwave Facility Building, Malibu, California
Mr. Rupp served as design engineer for this microwave facility building for Pacific Bell. His responsibilities included assisting in the building design, site grading and development, drainage, access road design, structural engineering, topographic and construction surveys, and construction management. This facility served north Los Angeles County.

Long Beach Seniors Housing, Long Beach, California
Mr. Rupp served as design engineer for this 80-apartment unit complex for Long Beach Community Senior Housing Corporation. He prepared all construction documents, specifications, and staking for this project.



CHAD COSTELLO, P.E.
Associate/Professional Civil Engineer

Education
B.S., Civil Engineering, California State Polytechnic University, Pomona, 1996

Registration
Professional Engineer, California (60256), 2000

Professional Affiliations
Chi Epsilon, Civil Engineering Honor Society, Cal Poly Chapter, Member
American Society of Civil Engineers, Member

Institution of Transportation Engineers, Secretary

Mr. Costello is a professional civil engineer at DEA with over 9 years of experience on a variety of civil and transportation project. His responsibilities have included project management & engineering design for traffic and transportation projects as well as water, sewer, and storm drain systems and several land development and mass grading projects. His engineering experience managing the Marina Del Rey waterline project and coordination efforts with the County and related agencies will be invaluable on this project.

Experience:

Marina Del Rey 16" Waterline, Los Angeles County, California
Mr. Costello served as the project engineer on this project which 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 LA boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

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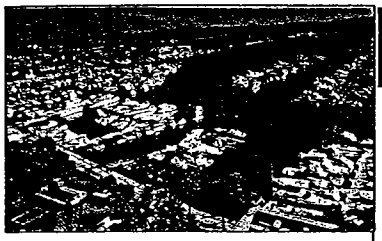
DAVID EVANS AND ASSOCIATES INC.



GLENN A. BUDD, P.E.
Professional Engineer/Project Manager

Education
AA, San Bernardino College, 1993
Engineering Courses, Cal Poly Pomona, 1996

Registration
Professional Engineer, California (#58411), 1998, expires 12/31/06

Years with DEA
Less than 1 (2002)

Years with Other Firms
19

Mr. Budd is an experienced project manager with DEA with over 19 years of experience in the field of civil engineering. He has experience in a variety of civil engineering projects, however, he is an expert in commercial, industrial and subdivision work. Mr. Budd has managed numerous large development projects and is currently working on a major master-planned community project in south Riverside County.

Experience:

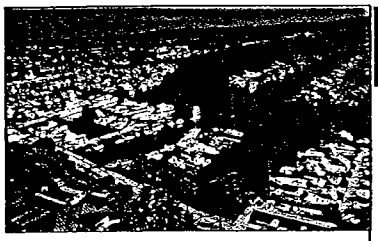
Roripaugh Ranch, Temecula, California
Mr. Budd is serving as project manager on this 800-acre master planned community in the city of Temecula. As project manager, he is overseeing the design of the major infrastructure and surveying services. He is also responsible for providing a variety of services to the client consisting of street improvements, water improvements, sewer improvements, drainage improvements, street lighting, and wall improvements. The project, when complete, will provide the community with over 2,200 new homes, parks, schools, and open space.

Ontario Mills Outlet Mall, Ontario, California
Mr. Budd served as project engineer and project designer on this new 1.7M s.f. mall development in the northeast portion of the city of Ontario. He was responsible for the design of all underground wet utilities and revisions to A.D. No. 161 utilities.

South Upland Storm Interceptor (SUSI), Upland, California
On behalf of the city of Upland, Mr. Budd served as project engineer and project designer on this 2-mile long storm drain project. The project involved the design of storm drains and the relocation of sewer/water and utilities. With the design of this project all tributary flow was directed into the 8th Street detention basin.

M.S. No. 3816, Lake Hills, Riverside County, California
As project manager, Mr. Budd provided design services for this 512-lot hillside development project. He was responsible for providing the design of the backbone infrastructure which included sewer, water, storm drain, streets, and grading. This project also included elementary school and park. A water tank and two sewer lift stations were also included as part of this project.

Tract No. 29223, Murrieta, California
On behalf of Lennar Homes, Mr. Budd served as project manager on this 174-lot subdivision project which was adjacent to the SCGA golf course. He was responsible for the relocation of master plan sewer and water facilities.



GREGORY J. BARRY, P.E.
DEA - Project Manager

Education
M.S.E., Civil Engineering, 1994, Arizona State University

B.S., Mechanical Engineering, 1988, Arizona State University

Registrations
Professional Engineer, California (Pending)

Professional Engineer, Arizona (33130), 1998

Professional Engineer, New Mexico (14049), 1998

Professional Affiliations
Association of California Water Agencies (ACWA)

American Water Works Association (AWWA)

Mr. Barry is highly experienced in municipal water quality and water system improvements including sanitary sewer, water main, reclaimed water main, well and booster pump design. He also has extensive experience in water and wastewater master planning, wastewater treatment plant design involving process, hydraulic and pump station design; and production of plans and specifications. He is adept in HEC-1, HEC-2, TR55, AutoCAD 14, and Cybernet and H2O-Net.

Experience:

LA County Headquarters Parking Lot Watershed Program, Los Angeles County, California

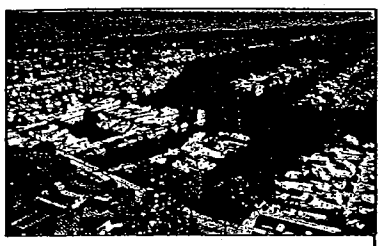
The County chose its own headquarters as the site for a *Demonstration Project.* In September 2000, LACDPW engineers and landscape architects participated in a design charrette that led to alternative solutions in the use of BMPs at the County's parking lot. Subsequently, Mr. Barry is assisting with the storm water quality and water treatment methods and processes that may be useful at the site. 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. Mr. Barry is currently working on construction documents for this project now which includes several non-structural and structural BMPs that will be implemented at the site as a comprehensive watershed management *Demonstration* site.

Ernest E. Debs Park, Los Angeles, California

Mr. Barry was the Project Manager for the design of a lake and pumping system. The existing man-made lake will be retro-fitted with a new liner, revetment system. In addition a water cascade, lake skimmer and pump system, and aeration system were designed. The new lake will have Keystone type revetments, a surface skimmer system and a bubble diffuser system to support a fishery. The project included a fish stocking plan designed to control vectors, and algae. The surface area of the lake is approximately 0.5-acres.

Santa Clarita River Park, Santa Clarita, California

Mr. Barry supervised the design of the lake revetment system, liner, aeration and circulation system. The DEA lake design team developed the conceptual lake design based on water quality sampling, existing environmental conditions and desired uses of the lake. Greg also supervised the design of a stormwater pump station that pumps the first flush runoff from the parking lot and nearby neighborhood's street runoff. The pumps will be submersible, non-clog type and will be 10-horsepower with a capacity of 700-gpm. The pumped stormwater will discharge to a proposed riparian area along the Santa Clara River. Also included in the design is an irrigation pump station that will have a vertical turbine pump connected to the irrigation system. The irrigation pump will be 15-horsepower with a capacity of 180-gpm.



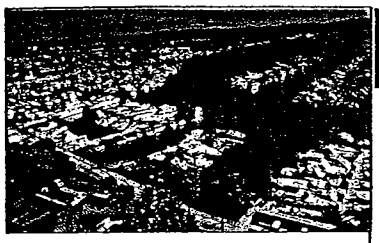
Pedlow Skate Park, Los Angeles, California
Greg is supervising the design of a stormwater pump station for this skate park. The pump station will be located in a pre-cast manhole, will have a simplex pump, and will have a capacity of approximately 150-gpm. The pump was sized to handle approximately 2-inches of runoff into the skate bowls. Plans and specifications for the pump and drainage system are being completed.

Groundwater Monitoring Well Installation, San Diego, California
As field supervisor, Mr. Barry supervised the installation of four groundwater monitoring wells for a local Texaco service station. Four wells were installed to characterize the extent of a petroleum hydrocarbon plume in the aquifer. Mr. Barry supervised the drilling, well construction and well purging and sampling efforts.

Assured Water Certificate Application, Mesa, Arizona
A one hundred year assured water certificate application for a small subdivision in Mesa was completed. Mr. Barry compiled the data, including groundwater quality, groundwater well locations, demand estimates, water conservation measures and other pertinent data for the applications. Mr. Barry coordinated with the private water provider and reviewed the water providers water management plan. The application was submitted to ADWR for their approval.

Thunderbird Paseo Park Irrigation Study, Glendale, Arizona
Mr. Barry was the Project Manager for creating a hydraulic model of the park's irrigation and delivery system and reclaimed water demand projections. Life cycle cost estimates will also be completed for this project and will include capital, O&M and water acquisition fees. DEA, as prime engineer, is performing an irrigation study for the park. The facility is a linear park along the Arizona Canal Diversion Channel (ACDC) from approximately 51st Avenue to 72nd Avenues. The park encompasses approximately 55 acres. DEA will determine new water sources for park irrigation that may include reclaimed water, SRP water or groundwater.

Quintero Golf and Country Club, Peoria, AZ
Mr. Barry was project manage for this project that included the design of a nano-filtration plant and a water supply facility for this upscale golf community. ***The Nano-Filtration plant*** includes a raw water pumping facility that has two 110,000-gallon welded steel reservoirs, and a small booster station. The plant also includes a 185,000-gallon below grade cast in place reinforced concrete clear well reservoir. The clear well has a concrete cover and contains five (5) vertical can booster pumps driven by variable frequency drives (VFD). A hydro-pneumatic tank is located on the discharge line of the pump station. ***A water supply facility*** that included two 250,000-gallon welded steel reservoirs, vertical can booster pumps with VFDs, gas chlorination system and a reservoir re-circulation system was designed. This reservoir will take water from the clear well pumps at the water treatment plant and boost its pressure up to the next pressure zone. A special bypass assembly was designed so that water from the upper zone could be pumped rapidly to the lower zone during an emergency situation.



JAMES G. RHODES, E.I.T.
DEA - Civil Designer

Education
B.S. Civil Engineering, Seattle University, Seattle, Washington, 2000

B.S. Biology, Gonzaga University, Spokane, Washington, 1994

Registration
Engineer in Training, Washington (#23342), 2000

Years with DEA
1 (2002)

Years with Other Firms
5

Mr. Rhodes is a highly skilled civil designer with DEA with a variety of experience. He has over five years of experience in the civil engineering and biology fields. Mr. Rhodes was also employed by Caltrans District 8 for two years where he was involved in preparing grading, drainage design, utility relocation and installation plans. He also reviewed encroachment permits, project reports, and rehabilitation strategies. In addition, Mr. Rhodes has performed corrosion studies, pavement investigations, and evaluated soil data.

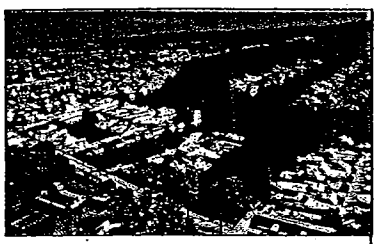
Experience:

Forest Road 'Land-to-Water' Log Transfer Jetty, U.S. Forest Service
As project designer, Mr. Rhodes was responsible for providing roadway and jetty design for this log transfer facility for the U.S. Forest Service. Mr. Rhodes provided hydrographic surveys for the bay construction area, eel grass study/survey for the bay area and environmental preservation analysis for the watershed. This work included stream surveys and fishery classification as part of the project. Mr. Rhodes assisted with determining alignments and grades for the roadway, jetty and supporting facilities.

Anacortes Ferry Terminal, Docks and Loading Ramps, State of Washington
As project surveyor, Mr. Rhodes was responsible for providing hydrographic surveys for the construction area of the new terminal facilities. Using the survey data, Mr. Rhodes assisted with determining the depth sounding charts for the construction area.

Pine Canyon Road, Los Angeles County, California
Mr. Rhodes served as project engineer and was responsible for providing highway design services on this project which involved 10 miles of improvement plans based on aerial topography files. Mr. Rhodes provided engineering services consisting of street widening, reconstruction, design of cross gutters, and replacement of damaged curbs, gutters, and driveway aprons. The project also involved the recommendations for traffic control elements, pavement markings, superelevation rates and roadway geometrics. Mr. Rhodes assisted in the preparation of plans indicating the limits of the proposed reconstruction, typical sections, special details such as shoulder replacement, pavement transitions, etc. All plans were submitted at a scale of 1"=40' scale for the highway improvement plans and striping plans. Construction cost estimates were also provided and all plans are prepared using Microstation.

Eastman Avenue et al. Street Improvements, Los Angeles County, California
Mr. Rhodes has provided civil design services in completion of the Eastman Avenue street improvement plans for Los Angeles County. The project involves the resurfacing, reconstruction and/or widening of 19 streets in the vicinity or intersecting with Eastman Avenue in an unincorporated portion of Los Angeles County. Five of the streets require overlay, while seven streets require the addition



of curb and gutter. Mr. Rhodes assisted with the submittal preparation which includes designing proposed street cross sections, vertical profiles, and horizontal modifications for the project streets. Mr. Rhodes also helped coordinate the required traffic loop restoration and signal modifications for the project. Mr. Rhodes also has extensive experience using both Inroads and Microstation to develop horizontal and vertical alignments to design precise street improvement and proposed grading plans.

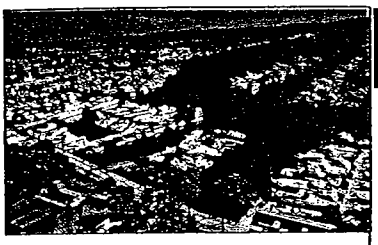
Gorman Post Road, Et Al., Los Angeles County, California
Mr. Rhodes is serving as a design engineer for the reconstruction and rehabilitation of 13.3 miles of Los Angeles County roads which includes Gorman Post Road, Peace Valley Road, and Three Points Road. The project involves pavement and shoulder rehabilitation, PCC replacement, widening, asphalt concrete pavement overlays as well as various safety improvements.

Bob Hope Drive Extension and Interchange Reconstruction, Riverside County, California
As a civil designer, Mr. Rhodes was responsible for providing materials investigation, culvert corrosion analysis, preliminary structural section design, and specification documentation for this project. The project involved a rehabilitation analysis of the existing roadway sections, new roadway construction, structures, and drainage review. The project is located on Interstate 10 near Thousand Palms and proposes to move the Ramon Road Interchange, construct new entrances and exits, a new over-crossing, road widening, and extend Bob Hope Drive to Varner Road.

SR-138 Widening from the LA County Line to Interstate 15, San Bernardino, California
Mr. Rhodes served as a civil designer on this project and was responsible for providing the materials investigation for the corridor including culvert rehabilitation strategies, pavement utilization and widening strategies, sampling and testing, plan review, and specification review. This project involved 14 mile of highway widening, slope stabilization, drainage rehabilitation, truck climbing lanes, and intersection realignment.

Interstate 10 from Indio to Cactus City Rehabilitation, Riverside County, California
While employed by Caltrans District 8, Mr. Rhodes provided pavement coring and analysis including rehabilitation strategies for shoulders, bridge decks, rest areas, and drainage facilities. This project involved 20 miles of pavement rehabilitation for both east and westbound lanes of the I-10 east of Indio.

Interstate 15 Victorville to Barstow Freeway Widening, San Bernardino County, California
As civil designer, Mr. Rhodes provided drainage design, utility realignment, and materials engineering services for the design of 26 miles of freeway widening involving the reconstruction and widening of seven interchanges, a railroad crossing, power corridor, fiber optics, and gas lines for both the north and southbound lanes. This project will be under construction for the next few years.



LEN H. TEASLEY, P.E.
Professional Engineer

Education
B.S., Civil Engineering, 1953, University of Missouri

Registration
Professional Civil Engineer, California (14771) 1964
Professional Civil Engineer, Nevada (07987)

Professional Affiliations
American Water Works Association
Bay Area Water Works Association
American Public Works Association
American Society of Civil Engineers
Society of American Military Engineers
International Council of Shopping Centers

Mr. Teasley has acquired a broad base of civil engineering design experience in his more than 35-year career in public and private practice. Mr. Teasley's experience consists of design and construction of waterfront facilities, as well as water works and sewer projects for cities and districts throughout California. In addition, Mr. Teasley has provided site development engineering services for regional shopping centers, warehouses, and industrial plants.

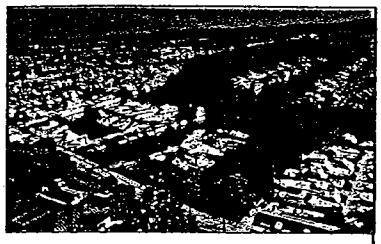
Experience:

Redondo Beach Waterfront Facilities, California
Mr. Teasley was the project manager responsible for upgrading the waterfront facilities in Basins 2 and 3 at Redondo Beach, California. This project includes raising the existing sea walls to prevent the intrusion of sea water during extreme high tides and storm conditions, widening existing walkways around the perimeter of Basin 3, and other improvements necessary for upgrading the general appearance and functionality of both Basins 2 and 3. The facilities include provisions for handicapped access. EHDD is the architectural subconsultant on this project. DEA provided all surveying, landscape architecture, and structural engineering services for the city of Redondo Beach on this project.

Charleston Slough Restoration Project, Shoreline at Mountain View, California
The goal of this two-phase project is the restoration of Charleston Slough, part of a baylands bird and wildlife sanctuary, to a tidal marsh habitat for such species as the clapper rail and the California least tern. Currently the slough is a 1-½ foot deep standing pond. The first phase of the project was to raise the levee around the slough and build two isolated nesting islands inside the slough to protect the birds from coyotes and red foxes. The second phase is to install six 60" diameter, self-regulating Nekton gates to create tidal fluctuations inside the slough, which will permit the rebuilding of soil sediment and reestablishing of marsh plants.

Shoreline at Mountain View, Mountain View, California
Mr. Teasley is principal-in-charge, supervising civil and surveying services to the staff at this municipal recreational facility. He has worked with Shoreline since 1984, providing services such as site layout, grading, utility modifications, and construction staking for the Historical Rengstorff House relocation to the park. Mr. Teasley managed the design of more than one mile of levees, and an extensive tidal control system for maintaining a prescribed level of water in the inner basin to encourage growth of tidal flats and associated vegetation and wildlife. Other design work included modifications to the golf course and boathouse parking lots, engineering studies for the gas recovery system, lake hydraulics, and park wetlands.

Pier 39 Breakwaters and Marina Reconstruction, San Francisco, California
Mr. Teasley provided engineering design services for the precast concrete breakwaters at Pier 39. The project included complete reconstruction of the 350-



berth marina. The scope of work involved all aspects of waterfront construction including: preparation of a conceptual study, soils investigations, pile testing, a model wave study, construction of a scale model used for berth sales, a condominium plan for marina berth sales, and design and construction supervision of two precast concrete breakwaters, which totaled approximately 1,800 feet in length. Since the design and completion of the breakwaters and marina, Mr. Teasley has provided engineering design services for many projects along the San Francisco waterfront including Piers 33, 35, 39, 41, and 43. These projects have included repair of the existing wharfs, utilities, the development of a park area, and ongoing tenant changes within the Pier 39 complex.

UnderWater World at Pier 39, San Francisco, California
As project manager, Mr. Teasley was responsible for site engineering for the $40 million UnderWater World Aquarium project. The project design was extremely complicated due to its location within the existing wharf area, and a portion of the Pier 39 platform. The project involved many changes to the east marina including provisions for handicapped access to the floating docks; relocation of utilities for the marina, aquarium, and Pier 39; and pumping plant revisions to bring raw sea water from the north end of Pier 39 to the aquarium. The seawater is filtered and used in the aquarium. DEA teamed with Esherick, Homsey, Dodge, and Davis (EHDD) for the site and structural engineering design.

Due Diligence Report, Pier 39, San Francisco, California
Mr. Teasley provided civil engineering input for a comprehensive due diligence study for refinancing Pier 39.

Sheraton Hotel and Marina, San Diego, California
Mr. Teasley provided site civil engineering for the development of this Sheraton hotel. The project included development of the adjacent marina and waterfront facilities, and an artificial sand beach.

Konocti Harbor Resort, Clear Lake, California
Mr. Teasley provided design for development of a waterfront resort on Clear Lake consisting of small marina and other water related facilities plus the on-shore development of various facilities related to the resort.

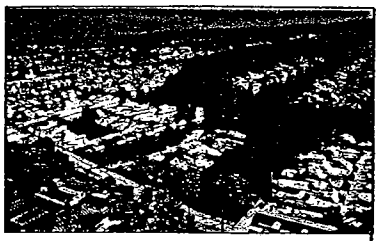
Half Moon Bay Breakwater, Half Moon Bay California
Mr. Teasley provided construction coordination for the Half Moon Bay rock breakwater at Half Moon Bay, California while employed with the U.S. Army Corps of Engineers, San Francisco District. This breakwater is approximately three miles long and is in water up to 60 feet deep.

Crescent City Breakwater, Crescent City, California
Mr. Teasley provided jobsite coordination of the construction of the city breakwater utilizing the patented "tetrapod" design, which was developed in France. This, too, was a U.S. Army Corps of Engineers project from the San Francisco District.

San Lorenzo River Channel Lining Project, Alameda County, California
While working for the U.S. Army Corps of Engineers, San Francisco District, Mr. Teasley provided construction coordination for this river lining project which included approximately five miles of new alignment plus concrete channel lining, emptying into San Francisco Bay.

Creek Channel Lining Project, South San Francisco, California
Provided design services for the realignment and the concrete lining of Colma Creek, South San Francisco, California. This creek was realigned in order to clear the existing site for a 500,000 square foot distribution facility building.

San Francisco Bay Model, Sausalito, California
While working at the U.S. Army Corps of Engineers, Mr. Teasley participated in the design and construction of the San Francisco Bay model. In addition to that, his activities included the installation and monitoring of tide gauges throughout the Bay Area. This two-acre model of San Francisco Bay has been utilized for the last thirty years for environmental and other special studies of San Francisco Bay.



KIM S. RHODES, L.A., 3867
Vice President/Landscape Architect

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

Registration
Registered Landscape Architect, California, (3867), 1993, expires 9/30/04

Professional Memberships
American Society of Landscape Architects
California Park and Recreation Society
National Park and Recreation Association

Years with DEA
17 (1986)

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

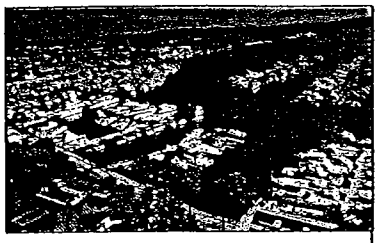
Ms. Rhodes is a California registered landscape architect and project manager with David Evans and Associates, Inc. For the past 17 years, Ms. Rhodes has been responsible for landscape architectural design on numerous projects, including design and planning for parks, hotels, streetscapes, sports facilities, schools, commercial, residential, and industrial developments. Her experience includes the use of AutoCAD and LandCADD in the preparation of site, landscape, and irrigation plans, and various construction details.

Experience:

Pier 39 East Wharf Park, San Francisco, California
As landscape architect on this project, Ms. Rhodes worked with Pier 39 in the development of the Phase II East Wharf Area Public Park project. Due to Pier 39's high profile within the city of San Francisco and the many tourists it attracts, the park serves as a transition between the commercial pier, the existing passive park and xeriscape display, and the proposed urban waterfront. Ms. Rhodes worked closely with the City of San Francisco, the urban design consultants, and Pier 39, to provide a park which compliments and integrates the many elements of a waterfront park.

Los Angeles County Department of Public Works Demonstration Parking Lot, Alhambra, California
Ms. Rhodes is currently directing 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 ¾" of rainfall will be diverted through an on-site water treatment process which will remove contaminates 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.

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 the river for use by generations to come.



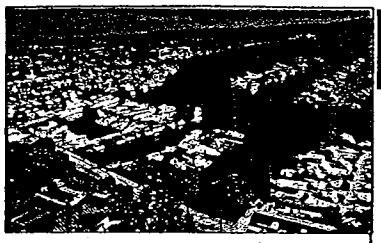
Los Angeles Zoo Hoofstock Holding Unit, Los Angeles, California
Ms. Rhodes provided landscape architectural design for this facility which will house hoofed stock. The design involved careful selection of native plantings to screen adjacent attractions in addition to considering vegetation which was safe for consumption by the animals, if ingested. Trees were selected to screen and provide shade. Irrigation was designed to provide deep watering of trees and special misting devices were installed to keep the animals cool during hot summer months.

City of Costa Mesa Tot Lot ADA Upgrades, Costa Mesa, California
Ms. Rhodes provided landscape architectural services for 14 Costa Mesa parks which require Americans with Disability Acts (ADA) upgrades. Each park was observed for current play activity and recommendations were made in accordance with the best utilization of those play areas, as well as suggestions on playground equipment components and accessible play surfaces for the physically challenged. She provided design services, tot lot construction documents, cost estimates and park accessibility inventories for each of the parks.

Kern River Trail Specific Plan, Kern County, California
As lead landscape architect on this project, Ms. Rhodes provided master planning for approximately 14 miles of multi-use trail along the Kern River from Bakersfield, east to the mouth of the canyon beyond Rio Bravo. She is assisting special interest groups, the community, and governmental agencies to develop three separate alternatives for the trail alignment including research for destination points, access, ingress, egress, rest stops, signage, trail surfacing, fencing, and mixed uses. The project will include research and data collection, site analysis, project coordination and conflict resolution, a needs analysis, trail planning and design and the preparation of an Environmental Impact Report.

Route 210 / 30 Segments 5 and 7, Rancho Cucamonga & Fontana, California
Ms. Rhodes served as project manager for this $1.1 million dollar on-call Contract with District 8 (San Bernardino / Riverside). She coordinated with Caltrans District 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.

South San Fernando Boulevard Streetscape Enhancements, Burbank, California
Project manager, Kim Rhodes and DEA landscape architects provided conceptual design services to the city of Burbank for the South San Fernando streetscape enhancement project. Upgrades to this commercial corridor included street trees, benches, decorative hardscape, ornamental lighting, medians and traffic calming measures.



FREDERICK T. HUME, L.A., 1934

Vice President, Landscape Architecture Discipline Leader

Education
California Polytechnic University San Luis Obispo – BS Landscape Architecture
Long Beach Community College – AA Architecture

Registration:
Licensed Landscape Architect – CA (1934), TX (1254)

Professional Awards and Honors - The following is a partial list of awards and honors:
American Society of Landscape Architects – Leadership & Service Award
California Park and Recreation Society – Statewide Park Design Award
Sigma Lambda Alpha Honor Society – Distinguished Alumnus, Cal Poly San Luis Obispo

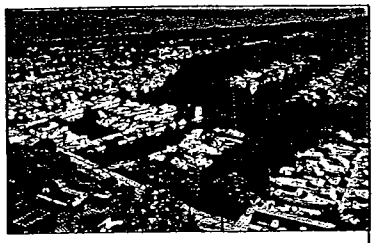
Mr. Hume is a vice president of DEA and a senior landscape architect in the southern California region. With over 25 years of experience, Mr. Hume offers insight into an assortment of project types and sizes. He is also recognized for his leadership and service on the boards of numerous civic, charitable and professional organizations including serving as President of the Southern California & Nevada Chapter of the American Society of Landscape Architects. The list of completed projects that Mr. Hume has worked on includes many prominent planned communities, resorts, and recreation facilities for public and private clients. This list includes planned residential communities such as Tustin Ranch, Coto de Caza, Lake Las Vegas and the McCrink Ranch. Resort and visitor-serving projects include Mickey's Toon Town-Disneyland, Spaceworld-Japan, Legoland, and the PGA West Resort Hotel. He has also provided design and master planning services for over 40 parks ranging in size from private recreation facilities to community and regional public parks. Other notable projects include the Channel Islands National Park Visitor Center, Hearst Castle Resort, and the Laguna Beach Village Gateway.

Experience

Ballona Wetlands Walkway, Los Angeles County, California
Mr. Hume is serving as project manager, responsible for providing a project concept report and plans, specifications and cost estimates for a new pedestrian path and observation deck along the Ballona Creek Channel. The new path will be approximately 1,200-feet-long and 15-feet-wide, enabling the public to walk along Ballona Wetlands and enjoy the scenery, while at the same time not disturbing the wildlife habitat. The project also includes interpretive signage along the paved walkway to help the public gain a better understanding of the value provided by the Ballona Wetlands ecosystem, and understand the impact of the wetlands on Santa Monica bay. The pedestrian path will be the last stretch of planned bike paths and walkways, allowing pedestrians and bike riders to travel from downtown Los Angeles to the beach and Santa Monica Bay.

Channel Islands National Park Headquarters Facility, United States National Park Service, Ventura, CA
Mr. Hume provided field reconnaissance, design programming, site planning, landscape architectural design and construction drawings for the multi purpose park service facility, which included a maintenance complex and boat dock, administration and operations center, as well as visitor/interpretive facilities for the remote Channel Islands National Park.

Fairview Park Nature and Interpretive Center, City of Costa Mesa, California
Mr. Hume is serving as project manager, responsible for providing final park plans and construction drawings for one of the most significant nature and interpretive facilities of its kind. The park will become part of a regional openspace system that extends to the Pacific Ocean along the Santa Ana River. The park plans include



restoration of native habitat while providing public access, passive recreation and interpretive facilities within the 211-acre community park. Fairview Park will establish significant native habitats including California Native Grasslands, Coastal Bluff Scrub, Open Sandy Coastal Scrub and Riparian Wetlands. These environments will provide quality habitat for an array of animals including Coastal California Gnatcatchers, Pacific Pocket Mice, Western Burrowing Owls, a variety of indigenous raptors and a multitude of other insects, amphibians, reptiles, birds and mammals that are important to these ecosystems. Also included in the restoration program is the re-establishment of several vernal pools and associated wetlands, which support migratory birds and the endangered San Diego Fairy Shrimp. Fairview Park will include a variety of trails and interpretive facilities with descriptive signage and interpretive exhibits that will educate the public about the site's rich cultural, biological, and geological heritage.

Richard T. Steed Memorial Park, City of San Clemente, California
Mr. Hume is serving as project manager, responsible for providing a comprehensive master plan and final design of a 40 acre community park, including final design plans, details, specifications and bid documents. The scope includes the renovation of existing concession ball fields/beer garden and the completion of other community recreation elements including a community amphitheater, memorial plaza, dog park, additional lighted ball fields and other active and passive recreation amenities.

Wagon Wheel, KB Home and Western Pacific Housing, Trabuco Canyon, CA
Mr. Hume provided landscape architectural design and construction drawings for the streetscapes and community entry features along Oso Parkway for the communities of Wagon Wheel, Stonegate, Coto de Caza and Riley Wilderness Park.

Home Depot, Encinitas, CA
Mr. Hume provided landscape architectural design and working drawings for the retail center, parking lot and city right of way. Services also included the design and working drawings for the restoration of adjacent wetlands, as well as the restoration of adjacent coastal sage/gnat catcher habitat.

LegoLand, Carlsbad, CA
Mr. Hume worked with the Lego development team to inventory amenities at Lego's Denmark and UK Amusement parks, and then to develop the Phase 1 improvements for Lego's 3rd theme park in Carlsbad, Ca. These improvements included the entry road, arrival court, parking staging area, ticketing & visitor entry plaza, and the retail village.

Hearst Castle Resort ,San Simeon, CA
Mr. Hume was the lead planner and Landscape Architect on this exclusive destination resort on California's pristine Central Coast. The resort facilities includes the preservation of the site's rich environmental resources, a 27-hole championship golf course, 5 star destination resort hotel, executive health spa, and retail shopping village along the pristine coastline, and a 100 room visitor center lodge.

CRISTINE McPHAIL, L.A., 4216
Associate

Education
B.F.A. 1981, Carnegie-Mellon Univ., Pittsburgh, PA
M.L.A. 1991 Cal Poly, Pomona, CA

Registration
Registered Landscape Architect, California (4216) 1997 expires 2/28/05, Nevada (449) 1996 expires 6/30/04, Arizona (31656) 1997 expires 12/31/03

Certifications
Certified Arborist (#WC-3400), Irrigation Designer (Residential) (#1948)

Professional Memberships
American Society of Landscape Architects, Irrigation Association, International Society of Arboriculture

Years of Professional Experience
12

Ms. McPhail is a California registered landscape architect, certified arborist, and client manager/project manager with David Evans and Associates, Inc. For the past 12 years, Ms. McPhail has been responsible for all aspects of landscape architectural planning, design, construction, and maintenance. She has been the project manager for a variety of projects including downtown redevelopment, commercial sites, hotels, land development, median and streetscapes, parks, schools, transit centers, and historic restoration.

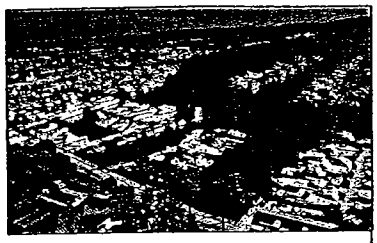
Experience:

Los Angeles County Department of Public Works Demonstration Parking Lot, Alhambra, California
Ms. McPhail is currently directing 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 ¾" of rainfall will be diverted through an on-site water treatment process which will remove contaminates 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.

Los Angeles River Maintenance Guidelines, Los Angeles County, California
Due to her background in landscape and park maintenance, and her knowledge in the use and care of California native plants, Ms. McPhail is leading the efforts to develop maintenance guidelines for the 51-mile Los Angeles River project. A broad range of participants, from volunteer groups to professional maintenance contractors, will use the guidelines. Topics include plant care, pest management, chemical use, and the care of site amenities, to name a few. The final document, due to be published in the Fall of 2003 will be placed on the County's website for general use.

Santa Clarita River Park, Santa Clarita, CA
Ms. McPhail provided quality control services and wrote the specifications for this 12-acre River Park project. Improvements include: construction of a lake, restroom and maintenance buildings, parking improvements, playgrounds, site amenities, and trails, which connect to the City's extensive trail system. Ms. McPhail coordinated with other disciplines including civil, structural, water and electrical engineers, architects, and landscape architects to enable the project to be ready for public bid.

First Street Parking Improvements, Claremont, California
Ms. McPhail served as project manager/client manager for this project which included coordination with numerous city departments and commissions. The City



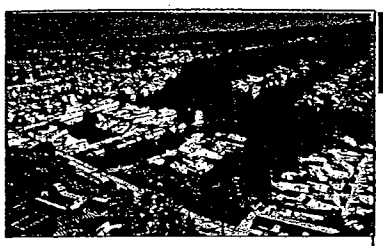
desired to renovate deteriorated medians and eliminate the division between the retail on the north and south sides of First Street. First Street now serves as a gateway into the "Village" retail district of Claremont. Enhanced crosswalks, "zero curb face ramps", unusual planting, decorative lighting, and the addition of 50 new parking spaces upgraded the area. This project received an Award of Excellence from the City's Architectural Commission.

Village Expansion, Claremont, California
As project manager/client services manager for landscape architecture, Ms. McPhail lead the team of designers tasked with expanding the City's successful downtown retail district, nearly doubling it in size. Ms. McPhail was also responsible for writing a grant which provided $750,000 of funding for this $2.6 million dollar project. Hardscape, planting, site furnishings, decorative lighting, and decorative planting containers were included in the design. In keeping with the City's distinctive landscape style, planting included a balance of plants for year-round interest and the generous use of unusual perennials.

Redlands Boulevard Transit Center, Redlands, California
Using landscape architecture to solve complex problems, street improvements were designed to provide pedestrian safety. Mid-block crossing to transfer between buses led to an unsafe condition. Ms. McPhail provided the landscape design of a median with decorative fencing, pilasters, and lighting to alleviate a potentially dangerous situation. A traffic signal was installed along with enhanced concrete paving at the intersection of Third Street and Redlands Boulevard to facilitate a safe crossing. Streetscaping provided a more attractive entry into the City's mall and downtown areas.

Chino Hills Corporate Yard, Chino, California
This $1.4 million dollar project included tenant improvements to an existing building and the development of maintenance yard facilities for the City's operations department. Out buildings, washing facilities, materials bins, and parking areas were located within the facility. Ms. McPhail served as landscape project manager and designer for this project which included streetscaping along LaPalma Drive, entry landscaping and parking landscaping. Detailed planting was designed for the foundation of the building and an extensive use of color was used to brighten the site and provide a welcoming effect.

Baymont Inn & Suites, Ontario, CA
Ms. McPhail provided landscape architectural services and project management for this large-scale hotel facility to be located near the Ontario Mills shopping complex. Amenities included a rear patio with stained concrete patterning, a stamped concrete pool area with palm trees, decorative fencing, and lush landscaping for the hotel area and parking lot.



KAREN L. RUGGELS
Environmental Program Director

Education
B.S., Biology (Minor, Geography), 1980, San Diego State University
M.A. candidate in City Planning

Professional Affiliations
Association of Environmental Professionals (AEP)
American Planning Association (APA)

Certifications
Project Management for Planners, APA
Project Management, Ronald I. LaFleur, Cadence Management Corp., Academy 2000, Supervisors Academy, Dr. Richard I. Lyles
Environmental Impact Report (EIR) Preparer, County of San Diego

Ms. Ruggels has over 22 years of environmental and planning experience in both the public and private sectors. Her experience includes environmental review and document preparation in compliance with NEPA and CEQA, project management, resources management, public presentations, and agency coordination. Ms. Ruggels has managed a wide variety of projects ranging from public works and infrastructure to residential, commercial and industrial projects. She is skilled in procuring county and city entitlements and processing permits with resource agencies (U. S. Army Corps of Engineers 404 permits, State Fish and Game Section 1600 permits). Added to Karen's wealth of experience is her ability to work directly with public interest groups to discern and evaluate potential public concerns.

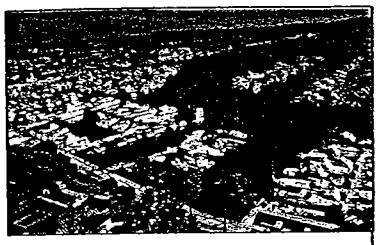
Experience

Dan Blocker Beach Improvements, Malibu, California
Ms. Ruggels provided environmental services to the Los Angeles County Department of Public Works for planned improvements at Dan Blocker Beach, located along Pacific Coast Highway in Malibu. The county proposed to construct paved parking lots and driveways for beach goers. In addition, picnic areas and site amenities such as chemical toilets, picnic tables, walkways, and beach access was to be constructed. Landscaping and erosion control on the slopes would also be included in the proposed improvements.

Kern River Specific Trails Plan, Kern County, CA
Ms. Ruggels is the Project Manager for the Kern River Specific Trails Plan Program EIR. The Kern River Specific Trails Plan responds to the need for a comprehensive multi-trail system along the Kern River near the City of Bakersfield. When implemented, the trail system would include pedestrian, bicycle, and equestrian trails. Staging areas, view areas, and parking areas would be constructed at appropriate locations within the project area. Trail components such as trash receptacles, drinking fountains, and restrooms are also proposed by the project.

Mission City Parkway Bridge, San Diego California
As director for the environmental and permitting efforts involved with the proposed construction of a bridge over the San Diego River, Ms. Ruggels coordinated with U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Regional Water Quality Control Board, State Department of Fish and Game, Metropolitan Transit Development Board, and City of San Diego. Due to the presence of significant wetland vegetation and known occurrence of the least Bell's vireo, a Section 7 consultant with the U.S. Fish and Wildlife Service was also involved.

University Gardens, San Diego, California
Ms. Ruggels was responsible for environmental review and permitting for a senior housing project in University City. She was instrumental in developing mitigation for potential impacts to wetlands caused by the required offsite sewer extension.



Coordination for the project involved working with a variety of consultants, the City of San Diego Parks and Recreation, and Development Review Department.

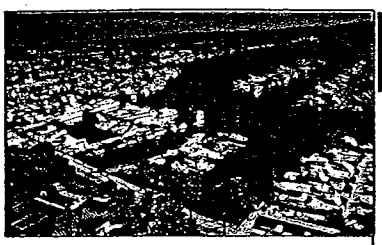
Rancho San Vicente EIR, Ramona, California
Ms. Ruggels prepared an EIR to evaluate the development of an 843-acre project site located in the rural community of Ramona. The project proposed the development of 422 large estate lots on the flatter portions of the site. Sensitive environmental resources located on the site include riparian and wetland vegetation associated with a deteriorated creed bed, historical and archaeological resources, steep slopes, and coastal sage scrub vegetation. The EIR addressed potential impacts to land use and community character, biological and cultural resources, landform alteration and visual quality, traffic, noise, and public facilities and services.

Rio Vista West EIR, San Diego, California
Ms. Ruggels prepared an EIR to evaluate the development of a transit-oriented, mixed-use project along the San Diego River in Mission Valley. The project was designed to enhance pedestrian access and mobility, as well as transit opportunities offered by the planned location of a trolley station at the site. The EIR addressed potential impacts associated with land use, traffic, noise, urban design/visual quality, and air quality.

Pinnacle Carmel Creek, San Diego, California
Ms. Ruggels prepared the Draft EIR for the Pinnacle Carmel Creek project proposed as an end use for a resource extraction site in Carmel Valley. The EIR evaluated issues associated with the project's proposal for an offsite sewer line, deletion of a circulation element roadway, a Community Plan/General Plan Amendment, Local Coastal Program Amendment and Coastal Development Permit and Planned Development Permit. Ms. Ruggels coordinated with City staff, resource agency staff and the California Coastal Commission to include project modification and mitigation measures directed at minimizing impacts.

Torrey Hills EIR, San Diego California
Ms. Ruggels prepared a Subsequent EIR for the 520-acre Torrey Hills development, located adjacent to the Interstate 5 Freeway in the Torrey Hills Community. The project proposed a Planned Residential Development, a Planned Industrial Development, Tentative Map, rezone, and Coastal Development Permit to construct residential and light industrial uses on the property. Within the PRD, an elementary school and 16-acre community sports park are proposed to serve the needs of community residents. The project also requires an amendment to the Torrey Hills Community Plan. Issues addressed in the EIR include land use, landform alteration, visual quality, noise, biological resources, traffic, and schools.

1984 Olympic Games, Sepulveda Basin Venues EIS, Los Angeles, California
Ms. Ruggels assisted in preparation of an EIS for construction activities proposed for the Sepulveda Basin to accommodate water-oriented venues of the 1984 Olympics, which would take place at the Basin. Issues associated with biological resources, traffic and access, and air quality were addressed, as well as alternatives, which would accomplish the objectives of the project.



JOSEPHINE ALIDO
Environmental Planner

Education
Master of Urban and Regional Planning, 1988, University of Southern California
B.S., Architecture, 1983, University of the Philippines

Professional Affiliations
American Planning Association (APA)

Ms. Alido is an environmental project manager with over 12 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 development 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. She is skilled in noise surveys and traffic noise and pollutant emission modeling.

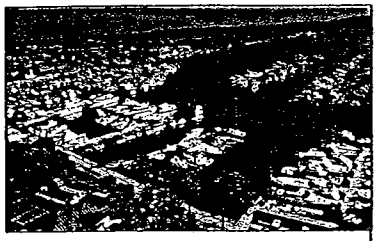
Experience

Marina Del Rey 16" Waterline, Los Angeles County, California
Ms. Alido provided environmental services to the Los Angeles County Department of Public Works for planned improvements to the waterline system throughout Marina Del Rey. Ms. Alido analyzed each of the permitting requirements by the various jurisdictional and submitted the preliminary Cultural Resources Assessment for the project. Her local familiarity to the marina and experience with sensitive environmental issues will be vital to this project.

Dan Blocker Beach Improvements, Malibu, California
Ms. Alido provided environmental services to the Los Angeles County Department of Public Works for planned improvements at Dan Blocker Beach, located along Pacific Coast Highway in Malibu. The county proposed to construct paved parking lots and driveways for beach goers. In addition, picnic areas and site amenities such as chemical toilets, picnic tables, walkways, and beach access was to be constructed. Landscaping and erosion control on the slopes would also be included in the proposed improvements.

Summit Avenue Improvement Project Initial Study, Fontana, California
Ms. Alido is currently working in the Initial Study for the proposed improvements of Summit Avenue, from Beech Avenue to Mango Avenue, including the construction of a storm drain box culvert along this segment and extending west on Frontage Road toward the Hawker-Crawford Channel. The IS analyzed impacts associated with traffic, noise, air quality, biological resources, historic and archaeological resources, and hazardous materials. Extensive coordination with various city departments, agency staff, private developers, and subconsultants was necessary as part of the environmental review process.

Baseline and Sierra Avenue Widening Project, Fontana, California
Ms. Alido is currently working in the Environmental Assessment/Initial Study for the proposed widening of Baseline Avenue (from Citrus to Maple Avenue) and Sierra Avenue (from Walnut Village Parkway to Foothill Boulevard). The EA/IS



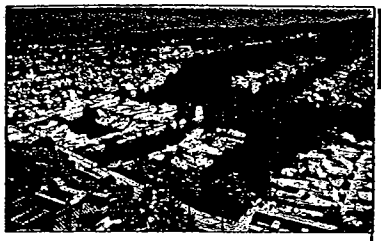
would analyze impacts associated with traffic, noise, air quality, historic and archaeological resources, and hazardous materials. The project would be utilizing federal funds and thus, the environmental review process requires extensive coordination with the City, SANBAG, Caltrans, and FHWA.

Sewer Master Plan Update Initial Study, Fontana, California
Ms. Alido recently 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.

Ontario Center Specific Plan Amendment EIR, Ontario, California
Ms. Alido served as primary environmental analyst for preparation of an EIR for an Amendment to the Ontario Center Specific Plan. The Specific Plan Amendment would result in a change in and reconfiguration of approved land uses and would include a Sports Arena, a lively city street scene along an enhanced pedestrian/landscape area, commercial and residential uses. Issues addressed in the EIR include land use, noise, visual quality, traffic, air quality, and biology.

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.

Hawaiian Gardens Zoning Code Update, Hawaiian Gardens, California
Ms. Alido is currently updating the Zoning Code for the City of Hawaiian Gardens. The update is being undertaken to make the code consistent with the City's General Plan and to develop a document that is user-friendly, clear, and concise. The new Zoning Code would address fencing, landscaping, parking, card club regulations and streamline administrative procedures and project processing. The Code would also include design review procedures for new development.



CLIFF A. SIMENTAL, P.L.S.
Senior Vice President/ Regional Manager

Education
Surveying, 1975, San Bernardino Valley College
Certificate in Supervisory Excellence, 1989, University of California, Riverside

Registration
Professional Land Surveyor, California (5022), 1981, expires 12/31/05
Professional Land Surveyor, Nevada (11769), 1995, expires 06/30/05

Years with DEA
12 (1990)

Years with Other Firms
16

Mr. Simental is a senior vice president and the regional manager for the Southern California DEA offices. He is a registered professional land surveyor with more than 28 years of surveying experience in California. Mr. Simental has a broad background including design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as project manager in charge of on-call surveying services for Caltrans District 7 and 8. This experience gives Mr. Simental a diverse range of experience working on right-of-way engineering and survey projects, as well as working with client standards and design criteria.

Experience:

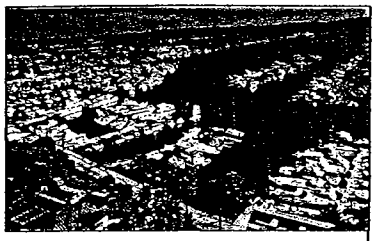
Route 30, Segment 5 & 7, San Bernardino County, California
Mr. Simental is serving as project manager for the construction of Segments 5 & 7 of the Route 30 project. He is responsible for coordination with the project surveyors and the review of the construction surveying services being performed by the field crews.

I-10 HOV Lanes, San Bernardino County, California
Mr. Simental served as project manager on this construction surveying project. Recently opened, the project consisted of the addition of one HOV lane in each direction from the I-15 to the Los Angeles County Line. Mr. Simental was responsible for overseeing the field crews and assuring the project was staked to Caltrans standards.

Route 71, San Bernardino County, California
Mr. Simental is currently providing project management on this contract which involves construction surveying services for a nine-mile section of Route 71. The project consists of widening the existing freeway with mixed-use lanes and HOV lanes that transition into the existing roadway in Riverside County.

60/71 Interchange, Pomona, California
Mr. Simental served as project manager for the construction of this four-level interchange at the intersection of the Pomona Freeway (Route 60) and the Corona Expressway (Route 71). He was responsible for overseeing the performance of horizontal and vertical control and other related services for construction. He also provided professional and technical construction surveying services for the project.

Newport Boulevard, Newport Beach, California
Mr. Simental was responsible for providing project management for the construction staking on this bridge widening and road reconstruction project in Newport Beach. He was responsible for the coordination between the city of Newport Beach and Caltrans District 12 on this project. The project was staked to Caltrans standards.



Highway 101 at Santa Rosa and Pleasant Valley Roads, Ventura County, California
As project manager on this task order, Mr. Simental provided project management for the construction staking services for Highway 101 in Ventura County. The project consists of widening an existing 36-foot wide bridge to a 101-foot wide bridge over Highway 101, construction of new east/westbound on-ramps at Santa Rosa Road, reconstruction of freeway frontage roads, and construction of storm drain system, sound walls, and median islands.

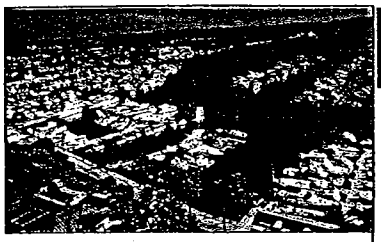
Santa Clara River Trail, Phase II, Santa Clarita, California
Mr. Simental served as survey manager on this project. He was responsible for providing survey services confirming existing property lines, and existing and proposed rights of way and easements through the project area, and that accurately depict the topography of the area in relation to the properties. This ensured the trail remained within the limits of the correct property. He also oversaw the survey crews that supplemented aerial topo maps with pertinent data and located specific points necessary for correct routing of the trail.

South Fork River Trail, Phase IV, Santa Clara, California
As survey manager, Mr. Simental was responsible for directing the survey field crew and office personnel who confirmed existing property lines, and existing and proposed rights of way and easements through the project area, and that depicted the topography of the area in relation to the properties. He also oversaw the preparation of the supplemented aerial topo maps and verified the pertinent data and located specific points necessary for correct routing of the trail.

Pan Pacific Park, Los Angeles, California
Mr. Simental served as project manager and was responsible for providing aerial and field survey services for the generation of a topographic map. The crew provided ground control for the aerial survey and were responsible for locating all irrigation equipment, trees with trunk diameters, and elevations of existing structures. Mr. Simental supervised the generation of a topographic map, done in CADD format, which included right-of-way and centerline dimensions and location of all utilities.

Production Building Topographic Survey, Burbank, California
As project survey manager, Mr. Simental was responsible for providing a topographic survey of the northeast quadrant of a major studio site for use in the preparation of construction drawings for the proposed Production Building Project. Mapping was prepared in CADD and set on over 50 layers in order for the drawing to be easily edited and utilized as a base sheet for the various construction drawings that would be required for the project.

Route 30, Segment 3, Rancho Cucamonga, California
Mr. Simental is project manager for the preparation of right-of-way maps for the final engineering of Segment 3, Route 30. These maps delineate the existing and proposed right-of-way, adjacent parcels, and horizontal and vertical control for the project. All of the mapping is being prepared in Intergraph to Caltrans standards. As a part of this right-of-way engineering contract, DEA is preparing acquisition documents, exhibit maps, and final right-of-way maps.



BERNARD J. MCINALLY, P.L.S.
Survey Manager/Project Surveyor

Education
Completion of Local 12 Survey Apprenticeship Program
A.S., Surveying, 1994 Rancho Santiago Community College

Registration
Professional Land Surveyor, California (7629), 2000, expires 12/31/04
Certified JAC Educator, 1999

Years with DEA
10 (1992)

Years with Other Firms
3

Mr. McInally is a survey manager/project surveyor with David Evans and Associates, Inc. His experience in the surveying field encompasses more than 13 years. He is very familiar with and has performed ALTA, topographic, boundary, control, construction, cadastral, utility location and GPS surveys. He has also performed surveying tasks to Caltrans standards.

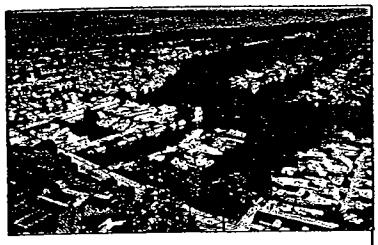
Experience:

MWD Aqueduct Protection Structure, San Bernardino County, California
As project surveyor, Mr. McInally 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.

Highway 126, from Route 101 to the Los Angeles County Line, Ventura County, California
Mr. McInally served as party chief, responsible for establishing project control. Control was established using GPS, research, reconnaissance, monumentation, and control data. Mr. McInally conducted field investigations to determine the extent and quality of existing horizontal and vertical survey control and compiled horizontal and vertical survey control.

State Route 60, 3D Laser Scanning, City of Industry, California
On behalf of Caltrans District 7, Mr. McInally is serving as survey manager and is responsible for overseeing the field crew that is performing 3D laser scanning services to create a digital terrain model to be used in the design of new HOV lanes and sound walls. DEA's survey team members are collecting sufficient scans to allow for a representation of the specified paved and unpaved highway surface and to meet Caltrans accuracy standards. Data from the scans will be used to create break lines on the pavement at the bottom of the median barrier, on all lane lines, and as needed to describe changes in the paved or unpaved elevations. Additionally, all topographic features within the area of the survey will be located and surveyed. The scan data will then be translated into CaiCE using the standard Caltrans feature codes and processed into a digital terrain model. The final step involves merging the new DTM with the existing Caltrans CaiCE topographic file to create a seamless design survey project. The project is approximately 16 miles in length.

Hunts Lane, San Bernardino County, California
As project task leader, Mr. McInally is 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 being provided by DEA surveyors under Phase I of this project include aerial photography and topographic mapping, establishing project control and recovery of centerline control of existing streets, and prepare right of way base mapping of existing right of way conditions. Additional phases will also include field survey design services and final right of way maps.

Interstate 10 Truck Climbing Lanes, Redlands, California

Mr. McInally served as project surveyor for this project which involved design surveying services for the redesign of a 5.5 mile section of Interstate 10. The project required aerial mapping and design surveys for new mixed flow lanes (which used the median in each direction) between Orange Street and Ford Street in the city of Redlands. DEA provided horizontal and vertical control for over 100 aerial control panels using GPS surveying methods. DEA also provided aerial topography, TSSS data collection, vertical clearance on 13 bridges and the calculation of centerline alignment, freeway right of way, and cross streets.

State Route 65 Widening, Tulare County, California

As project task leader, Mr. McInally is overseeing the design surveying services on this project. The services involve GPS surveying, horizontal and vertical control, the setting of 213 aerial targets and a record or survey. The project also includes three bridges, with one serving the rail industry. DEA staff are also providing a DTM/topographic survey of the site. This will include the location of all features such as trees, existing structures, hydrographic features, utilities, storm drains, and sewer lines.

Grove Avenue Grade Separation, Ontario, California

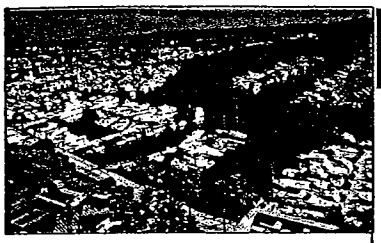
As survey manager, Mr. McInally is overseeing the construction surveying services for this grade separation project. DEA field crews are providing a variety of services on this project including bridge construction, shoo-fly construction, utility construction, street improvements, parking lot construction, final monumentation and the filing of the required record of survey utilizing Caltrans standards and methodologies. The project will grade separate 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. McInally 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.

Wattles Park, Hollywood, California

Mr. McInally provided a topographic surveying services for this .5 acre park site. The purpose of the survey was to provide a site survey of existing improvements and construction controls required for the design and construction of drainage improvements. He utilized total stations to gather the field measurements for the generation of a survey plat map.



JONATHAN DASLER, P.L.S.
Hydrographic Surveyor

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

Registration
Professional Civil Engineer, Oregon (13673), 1987
Professional Land Surveyor, Oregon (2420), 1990
Professional Land Surveyor, California (L6507), 1990

Certification
A.C.S.M. Certified Inshore Hydrographer (107),1989

Professional Affiliations
The Hydrographic Society of America
The Society of American Military Engineers
Marine Technology Society, member
ACSM Hydrographer Certification Board

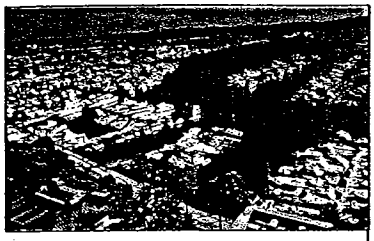
Publications
Dasler, J., Sullivan, T., R. Sylwester, "A Marine Geophysical Investigation to Determine the Cause for Failure of the Yaquina Bay Jetty, Newport, Oregon," published in *Case Histories of Geophysics Applied to Civil Engineering and Public Policy*, ed. Paul Michaels and Richard Woods, American Society of Civil Engineers, 1996

Mr. Dasler is DEA's director of hydrographic services, a professional land surveyor, professional engineer, and an ACSM certified inshore hydrographer. He brings more than 16 years of experience in hydrographic surveying and 27 years of land and geodetic control surveying. Mr. Dasler has been principal-in-charge, project manager, and senior hydrographer on hydrographic services for nautical charting for the National Oceanic and Atmospheric Administration, hydrographic and geophysical surveys for the USACE, and marine habitat surveys for EPA. Mr. Dasler is on the American Congress on Surveying and Mapping (ACSM) Hydrographer Certification Board, an active member of the Hydrographic Society, and has presented papers at hydrographic and remote sensing conferences to advance the profession of hydrography. To keep abreast of changing technology, Mr. Dasler attends the USACE Surveying and Mapping conferences, U.S Hydrographic conferences, Coastal Oceanographics Hypack users conferences, Marine Technology Society conference as well as others. Continued education if the field of hydrography has included a short course on Hydrographic Surveying for Nautical Charting presented by NOAA and the Old Dominion University, tides workshops, CARIS training and the Multibeam Training Course presented by the USACE Topographic Engineering Center (TEC).Because of Mr. Dasler's experience in hydrographic surveys, he was selected by the United States Department of the Interior to participate in 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, U.S. Department of Commerce/NOAA, San Francisco, California
Mr. Dasler is project manager and a member of the DEA team working under a two-year surveying contract for NOAA to update nautical charts. Using the latest technology in sonar and positioning equipment, complete bottom coverage bathymetric surveys were done on approximately 26 square miles throughout the San Francisco Bay area. Mr. Dasler was responsible for the acquisition of multibeam and sonar data, adhering to strict quality controls set by NOAA, and for assuring the surveys were completed on time.

California Charting Surveys, NOAA, California Coast-Los Angeles Area
Mr. Dasler was the principal-in-charge and senior 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 and Long Beach harbors, El Segundo and 27 nautical miles off Port Hueneme.

Fiber Optic Submerged Cable Route Investigation, Major Telecommunications Company, Columbia River, Oregon

Mr. Dasler was the senior hydrographer for a geophysical investigation of a submerged fiber optic cable route using DEA's integrated system for automated hydrography. In addition to bathymetric data acquisition, simultaneous data acquisition was achieved with a suite of instrumentation. The project involved using a side-scan sonar for mapping obstructions; a subbottom profiler to map unconsolidated sediments and boulder fields; and a low-frequency seismic system to map depth to bedrock. Deliverables included detailed bathymetric contours, and combined bathymetric and geologic profiles along the route.

Bonneville Power Administration San Juan Islands Corridor Study, Anacortes, Washington

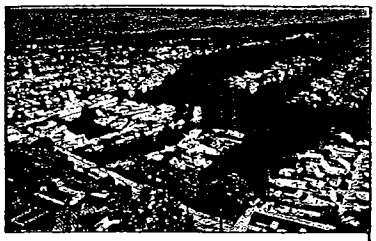
DEA was tasked by the BPA with a comprehensive study of two areas in the Rosario Strait and Lopez Sound region, covering nearly an 8-mile corridor. The survey included bathymetric, side scan and subsurface geological mapping, cable-locating, sediment and video sampling, and current velocity profiling. Mr. Dasler served as project manager and senior hydrographer for this project. He was involved with the integration of hydrographic and geoacoustic hardware and software aboard the R/V Zephyr. He aided in the installation of two tide gauges and was responsible for the acquisition of data during the month long study.

Snake River Salmon Study, USACE, Snake River, Washington

Confronted with the problem of identifying potential salmon spawning ground habitat, USACE asked Mr. Dasler to assist them in developing a method for mapping the physical influences affecting salmon spawning sites below hydroelectric dams on the Snake River. The physical factors to be quantified and mapped were water depth, fluid velocity, and bottom substrate composition. A method was developed and used on three of the dams. Mr. Dasler coordinated the survey and served as senior hydrographer. He used DEA's integrated system of automated hydrography for depth acquisition and simultaneous data acquisition of river velocities with an Acoustic Doppler Current Profiler (ADCP) and side-scan sonar to identify substrate composition. The Snake River Salmon Study won the 1994 Grand Award for Studies from the Consulting Engineers Council of Oregon.

Coastal Inlet Modeling Workshop, USACE, Waterways Experiment Station, Coastal Engineering Research Center, Vicksburg, Mississippi

DEA was awarded a contract for Mr. Dasler to attend a workshop and provide input at a Coastal Inlet Modeling Workshop at the Waterways Experiment Station (WES), Coastal Engineering Research Center (CERC) in Vicksburg, Mississippi. This workshop will provide a summary on modern methods and what they can achieve to a select group of CERC physical and numerical modelers and prototype measurement specialists. The goal of the workshop is to provide guidance to modelers in developing techniques, accuracy requirements, and levels of detail that would be desirable for model input and verification. Because of Mr. Dasler's



experience in detailed data acquisition on both inland and coastal projects for physical modeling, he was specifically singled out by CERC to consult with them on these issues.

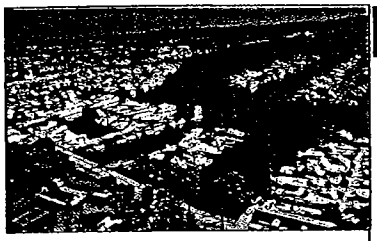
Pine Flat Dam Hydrographic and Geophysical Survey, San Francisco District USACE, Kings River, Fresno, California
Mr. Dasler served as project manager for this investigation to evaluate a small, submarine slide on the upstream left abutment at Pine Flat Dam. The goal of the investigation was to collect precise bathymetric data so that a volume of material could be determined, and conduct a geophysical survey to evaluate the size of material contained in the slide.

Westport Jetty Mapping, Seattle District USACE, Westport, Washington
Mr. Dasler was project manager for this detailed aerial, hydrographic, and current survey of the north and south jetties off of Westport, Washington. The work involved GPS control surveying, layout of pannel points, a detailed aerial survey, deployment of a digital tide acquisition system, a high-resolution, multibeam bathymetric survey of 20,000 feet along the south jetty and 5,000 feet along the north jetty, and a current study during peak ebb and flood currents using an acoustic doppler current profiler mounted on DEA's survey vessel.

Neah Bay Breakwater Survey, Seattle District USACE, Washington
Mr. Dasler was project manager for this survey to collect detailed bathymetric and aerial survey data to be used as a baseline for long-term monitoring of a recently-constructed breakwater with a fish bypass channel at Neah Bay, Washington. This work involved GPS control surveys, layout of pannel points, a detailed aerial survey, and a high-resolution, multibeam, bathymetric survey of the submerged portion of the structure. DEA's fully instrumented survey vessel, digital tide acquisition system, and a SeaBat 9001 multibeam sonar were used for acquiring all bathymetric data.

South Tongue Point Marine Industrial Park and Mine Hunter Coastal (MHC) Homeport Design Surveys, Oregon Division of State Lands, Astoria, Oregon
Mr. Dasler was senior hydrographer on the master planning and final design team for this marine industrial homeport design in a sensitive estuarine environment. His work involved detailed hydrographic surveys for the entire project area to determine the maximum draft access channel and a turning basin that would not require development dredging. Additionally, he prepared a detailed hydrographic survey to support the final design of the 100-by-300-foot homeport dock for two MHC craft.

Post-dredge Hydrographic Survey for the Port of Everett, Washington
Mr. Dasler managed a multibeam bathymetric survey for a dredging project at the Port of Everett. The multibeam sonar allowed for mapping under docks and vessels at berth. The full coverage bathymetric data collected during the survey identified areas missed during dredging operations.The crew aboard DEA's custom-built survey vessel consisted of a hydrographer and a vessel operator.



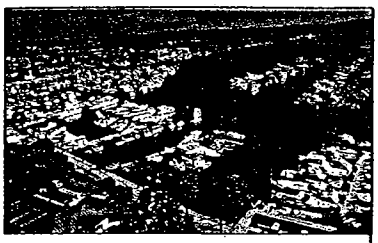
The DEA Team Advantage and Project Approach

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 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*
- *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*
- *Airport Design and Related Services*
- *Feasibility Studies*
- *Subdivision Design & Master Planned Communities*
- *Expert Witness Testimony to Support Los Angeles County*
- *Professional Presentations/Technical Support to Various Commissions/Agencies*
- *……Etc., Etc., Etc.*



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 1100 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.

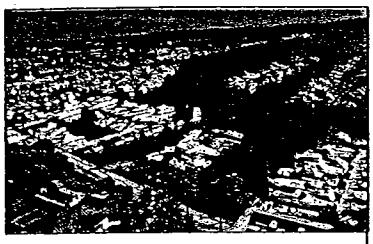
Another part of the DEA Team advantage is DEA's vast experience with Los Angeles County on a variety of projects. DEA is very familiar with County standards and processes and personnel, so we will be working for you effectively and efficiently from the kick-off meeting forward! DEA engineers and CAD technicians have been working with the County for over 15 years, so the Department can take advantage of selecting a team who knows the County's standards and methodologies very well.

DEA takes great pride in our County of Los Angeles engineering experience. DEA engineers and landscape architects are currently re-engineering 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 2 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. DEA engineers are currently coordinating portions of the waterline design project with the Design Division for the Admiralty Way road widening project which is planned to be constructed in 2005. 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 all 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 about our vast experience that we bring to each project. With hundreds of years of coastal engineering expertise on the team, combined with our County knowledge, local marina experience, and broad backbone of professionals, the DEA Team is ready to join your team and take on any 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 carefully 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 ensure conformance with your specific requirements as well as the technical accuracy and timely completion of the project.

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 'catch' your various assignments!!

FORM P-3

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?

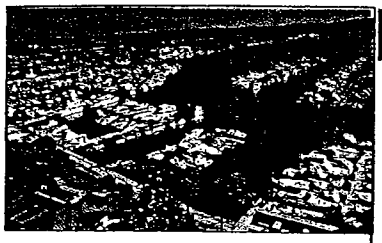
e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

See attached QA/QC Program and Plan

Signature: _____

Jeffrey K. Rupp



Quality Assurance/Quality Control Program

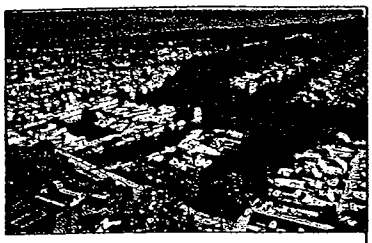
To provide our clients with strong project scope, budget, and schedule control, DEA has implemented a firm-wide program of Total Quality Management. DEA's management team has committed their support to quality management efforts in each office and within each discipline. The project quality assurance 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 ensuring 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. He will make sure 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. Project managers will have day-to-day responsibility for developing and maintaining project schedules and ensuring 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 IV 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 17 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.

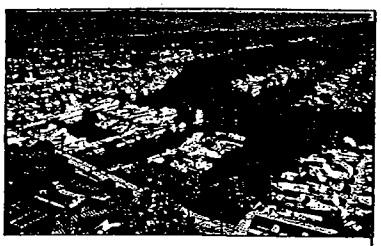
Once a plan review is finished, the completed form is returned to the project manager along with the plans. The project manager is responsible for evaluating and resolving noted omissions or conflicts and for assembling and returning the final QCC to the project file.

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:

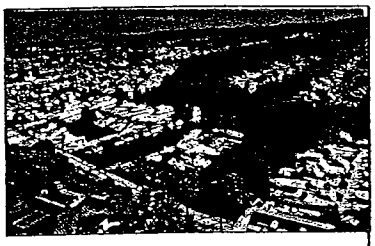
- Has sufficient information been collected to resolve design problems (e.g. surveys, existing records, and regulatory requirements)? Do we have sufficient local knowledge?
- Have design alternatives been considered? Discussing ideas at weekly discipline meetings is an excellent way to consider alternatives.
- 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
2000	2003	LACDPW	Alhambra, CA	Evelyn Cortez-Davis	213-367-0811	Marina Del Rey 16" Pipeline
1999	2001	NOAA	Silver Spring, MD	Ronald Loube	301-713-0883	Hydrographic Surveying CA Coast
1995	1996	City of Redondo Bch	Redondo Beach, CA	Rick Becker	818-238-5220	Redondo Beach King Harbor Basins
2000	2001	LACDPW	Alhambra, CA	Donna Stone	626-300-2318	Dan Blocker Beach Env. Study
1995	1997	Pier 39 Ltd. Prtshp.	San Francisco, CA	Joe Smith	415-918-9030	Pier 39 Due Diligence Report
2001	2003	LACDPW	Alhambra, CA	Gil Garcia	626-300-2310	LA Co. Headquarters Parking Lot
2002	2003	LACDPW	Alhambra, CA	Maria Lopez	626-458-4342	LA River Maintenance Manual
2002	2003	LACDPW	Alhambra, CA	Denise Noble	626-458-4330	Las Virgenes Watershed Mgmt Plan

*See attached project sheets for additional projects descriptions

2. **How many full-time workers does your firm employ?** 850

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

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

Name	Address	Business relationship	Contact person	Phone number
See attached Credit Reference Information				

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. See attached insurance certificates.

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

Signature: _____

Jeffrey K. Rupp

CREDIT REFERENCES

We Pay NET 30

Bills Blueprint
2920 Rockefeller Ave.
Everett, WA 98201
(425) 259-0859
Fax (425) 258-6877

Boise Cascade Office Products
P.O. Box 44526
San Francisco, CA 94144
(503) 286-8800
Fax (503) 283-1494

Bradshaw's Service Center, Inc.
1025 SE Hawthorne Blvd.
Portland, OR 97214
(503) 235-4156
Fax (503) 235-1679
Attn. Shannon

Consolidated Reprographics
P.O. Box 513865
Los Angles, CA 90051-3865
(949) 588-3839
Fax (949) 588-7213

Doubletree Hotel, Inc.
310 SW Lincoln
Portland, OR 97201
(503) 221-0450
Attn: Linda Johnson ext. 4221

Ford Graphics, Inc.
P.O. Box 5487
Portland, OR 97228-5487
(503) 227-3424
Fax (503) 223-4254
Attn. Pat

Guesthouse Inn and Suites
701 E. Heron Street
Aberdeen, WA 98520
(360) 537-7460
Fax (360) 537-7462
Attn: Sarah

Mayer Reprographics, Inc.
1065 University Ave.
San Diego, CA 92103
(858) 558-1900
Fax (858) 558-8651
Attn. Suzanne

Salem Blue
P.O. Box 2032
Salem, OR 97308-2032
(503) 363-6097
Fax (503) 588-3491
Attn. Jeanette Schlarb

Standard Blue Print Co., Inc.
W. 256 Riverside
Spokane, WA 99201-0166
(509) 624-2985
Fax (509) 747-6808
Attn. Lani

Survey Solutions, Inc.
6810 N. Broadway Suite H
Denver, CO 80221
(303) 428-8001
Fax (303) 428-8007
Attn. Chris or Ralph

Willamette Blueprint Co.
3461 NW Yeon Ave.
Portland, OR 97209
(503) 223-5011
Fax (503) 222-6526
Attn. Accounts Receivable

The Structure of DEA

Organization Outline

DEA is an Oregon corporation. The shareholders of DEA are present or past employees of the company or directors of the corporation. The business of the corporation is managed under the direction of the **Board of Directors**; the seven members of which are elected by and represent the shareholders.

To carry out its function, the Board selects the **chairman of the board**, who is the chief executive officer (CEO); the **president**, who is the chief operating officer (COO); and all **vice presidents**.

An **executive committee** meets monthly to review significant issues. It is comprised of the CEO, president, CFO, presidents of subsidiaries, and regional managers.

A **management committee** also meets monthly. This group combines the executive committee, the vice president of administration, the vice president of professional services, the corporate director of marketing, the director of human resources, and the corporate computer systems manager.

Subsidiary corporations create their own systems to support and carry out their specific functions. The presidents of subsidiaries are responsible for the subsidiary's performance.

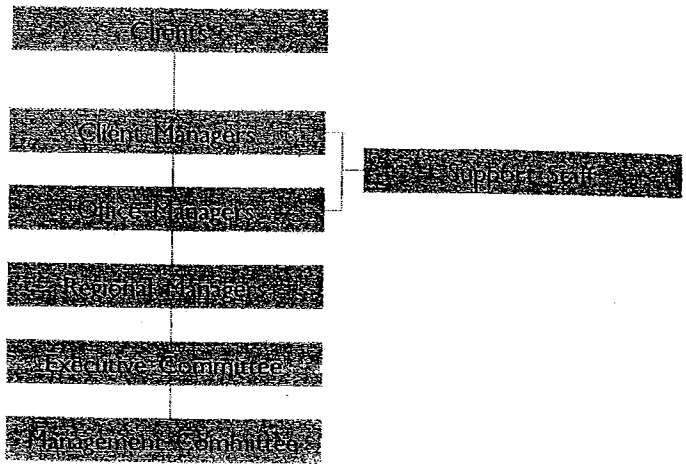
DEA is a client-oriented, **client manager**-based organization. Our client managers are responsible for client relationships. They are the key to our success; the heart of the DEA organization.

DEA offices are grouped into geographic regions and led by **regional managers**. The offices provide the local bases from which client managers and other staff members provide services to our clients. Offices, led by office managers, are the profit centers and operating units which are monitored and assisted by corporate staff.

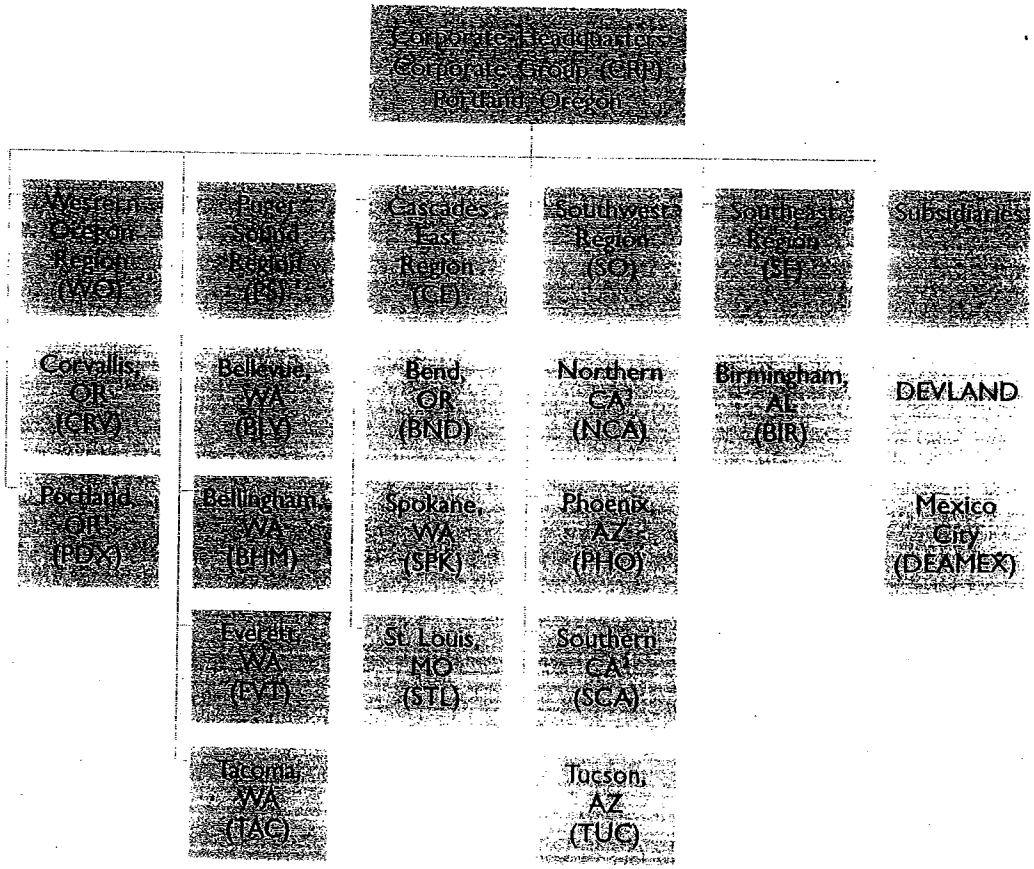
Each of the major professional service fields in which we practice is led by an individual responsible for the technical discipline. These are our **discipline directors**. They provide company-wide leadership for each of our disciplines. Some offices also assign discipline leaders, as appropriate, to further support the needs of the discipline in the office (for a list of disciplines, see page five).

The **corporate group** provides support and leadership. The group develops the systems, procedures, and programs needed in our business practices. The corporate group directs our growth into viable markets and assures that the offices have the information and support services needed to pursue our business mission and goals.

Operating Organization



Geographic Organization



1 Includes Salem, OR
2 Includes Ontario, San Diego, and Laguna Hills, CA
3 Includes San Ramon and San Jose, CA

Corporate Organization

Shareholders

Board of Directors

Corporate Group
Accounting
Communications
Executive
Human Resources
Marketing
Systems

Chief Executive Officer

Regional Managers

Office Managers

Executive Committee
Chief Executive Officer (CEO)
President (COO)
Chief Financial Officer (CFO)
Presidents of Subsidiaries
Regional Managers

Discipline Directors
DEA Disciplines:
Architecture
Aviation
Bridge Engineering
Civil Engineering
Environmental Engineering
Structural Engineering
Landscape Architecture
Natural Resources
Planning
Right-of-Way/Appraisal
Surveying
Telecommunications
Transportation

Office Staff
Client Managers
Project Managers
Professionals
Technicians
Marketers
Administrative Support

Management Committee
Executive Committee
VP of Administration
VP of Professional Services
Dir. of Corporate Marketing
Dir. of Human Resources
Computer Systems Manager

The Business of DEA

David Evans and Associates, Inc. (DEA) is a professional services consulting firm. The careers of architects, engineers, landscape architects, planners, scientists, surveyors, and related professionals are combined within DEA to service the needs of society, industry, and the future. We provide scientific, technical, artistic, and creative solutions for the problems and challenges our clients bring to us.

Our Philosophy

"We find outstanding professionals, and we give them the freedom and support to do what they do best."

—David F. Evans

Our Mission

DEA's mission is to provide its clients with highly responsive, technically excellent and cost-effective services. We provide these services so the members of the firm can best achieve their professional and career objectives in an environment which encourages creativity, provides for growth and stability, and is an enjoyable workplace.

Our Values

Our culture has matured and spread throughout the firm from a set of core values that are an essential part of DEA. These core values include:

Honesty We must be scrupulously truthful with our clients, our coworkers, and ourselves in our professional and personal actions and work.

Consideration We must be concerned for each other and act with respect and sensitivity toward everyone with whom we interact.

Openness We are unafraid of sharing good and bad news and believe knowledge of all aspects of our company, if shared, will strengthen our efforts.

Enjoyment We recognize that DEA is not the center of the universe and the importance of enjoying our efforts and workplace are essential to maintaining our professional excellence.

Involvement DEA people are good citizens in their communities by volunteering and providing professional advice to a variety of community projects and enterprises.

Key Activities

For DEA to successfully pursue its mission, there are certain key activities in which excellence is required—and successful performance is critical to the life of the firm.

Our key activities center upon:

People

We need to hire, support, and keep excellent people to serve our clients, manage our growth, and keep us pointed in the right direction. To do so, we must provide an environment for our people which allows for freedom, creativity, learning, and growth; and we must provide the needed compensation, benefits, and recognition.

Service

We must perform our work in a timely and technically excellent manner so that our clients will continue to retain us. We must continually strive to improve quality. We need to use state-of-the-art technology and be aware of new technology.

Financial Performance

We must price and obtain payment for our services and solutions so that our clients obtain valued, cost-effective benefits while we create enough profit and cash flow to cover our business risks, sustain growth, and reward our employees and stockholders.

Business Development

We need to understand the markets in which we operate and the markets which we want to enter. We must plan our future based on our desired market positions and create our business development plans accordingly. We must contract for the amount of work needed for each of our offices to have an adequate backlog of work.

FORM P-5

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	Vice President
Name	Title
Signature	April 18, 2003
	Date

FORM P-6

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: _____

☒ I AM NOT
☐ I AM

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): 850

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		1	1		2	1
Hispanic/Latino	7		11	6	27	5
Asian or Pacific Islander	5	2	8	10	1	6
American Indian						
Filipino included in Asian totals						
White	160	41	163	73	210	110

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	<1 %	5 %	2 %	%	%	63 %
Women	<1 %	1 %	2 %	%	%	26 %

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	Authorized Signature	Title	Date
Jeffrey K. Rupp		Vice President	4/18/03

FORM P-7

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: David Evans and Associates, Inc.

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: Beaches and Harbor Department

Type of Goods or Services To Be Provided: Harbor Engineering Services

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [X] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.	David F. Evans, P.E., P.L.S.	CEO	[YES] [NO]
2			[YES] [NO]
3.			[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: April 18, 2003
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Jeffrey K. Rupp
(Print Name)

Vice President
(Print Title/Position)

FORM P-8

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Jeffrey K. Rupp hereby submit this certification to the (County department) Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), David Evans and Associates, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 800 North Haven Avenue, Suite 300, Ontario, CA 91764 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of April, 2003 (Month and Year)

at: Ontario, California (City/State) 909-481-5750 (Telephone No.)

by: Jeffrey K. Rupp

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276