

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH ARDURRA GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15<sup>th</sup> day of October 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ARDURRA GROUP, INC. a Florida corporation (“Consultant”).

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering staff support and program services on an as needed basis, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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

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

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

matters of concern;

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

**2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total

aggregate annual compensation shall not exceed Four-Hundred Thousand Dollars (\$400,000.00).

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

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

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

### 3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately fifty-six (56) months, ending on June 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

## 5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and

property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

# ATTACHMENT 1

Ardurra Group, Inc.  
1969 E. Grand Avenue  
El Segundo, CA 90245  
Tel: (949) 428-1500 x 7102  
Attn: Lisa M. Penna, P.E.

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5184  
Attn: Ramin Nikoui

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its

basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is



determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7921,000 (formerly Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510 (formerly Section 6254.7), and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California

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

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

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

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

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

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its

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

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

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

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**





Proposal for  
**ON-CALL STAFF SUPPORT  
&  
PROGRAM MANAGEMENT SERVICES**

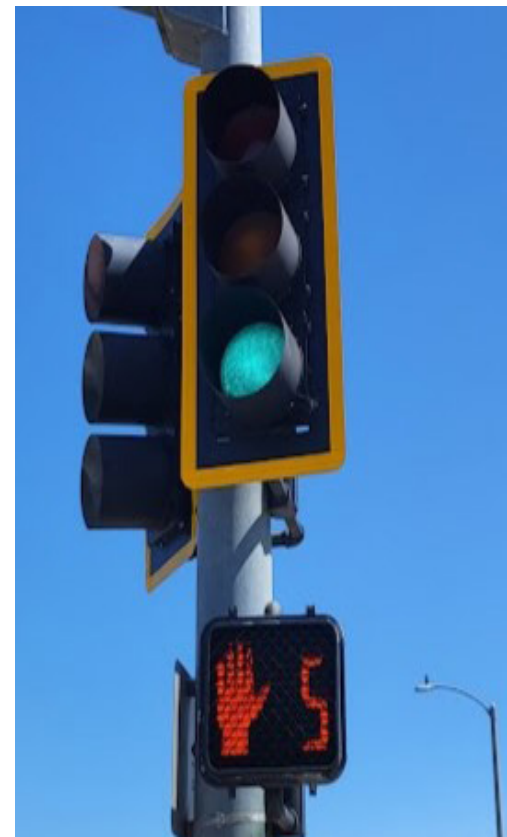


ARDURRA



City of Costa Mesa

JULY 30, 2024





July 30, 2024

City of Costa Mesa  
 77 Fair Drive,  
 Costa Mesa, CA 92626

## **RE: On-Call Engineering Staff Support & Program Management**

In support of the City of Costa Mesa, Ardurra Group, Inc. (Ardurra) is poised and prepared to provide On-Call Engineering Staff Support and Program Management services for the following Discipline areas:

- On-Site Staff Augmentation Services
- Transportation Improvement Projects
- Program Management

**Multi-Discipline Team to Meet City Needs.** The core of Ardurra’s overriding approach to managing the tasks included as part of this contract will be our lead management staff. We have assembled a veteran group of engineers who have long histories of providing similar services throughout the Southern California region. Ardurra maintains a local staff of over 30 in house project management professionals available to assist the City with project oversight.

With a successful history of providing full-service, on-call owner’s representative services, Ardurra’s philosophy is to protect the City’s interests and provide quality services to the City and its community. Selecting the Ardurra team offers the City the following benefits.

**Dedicated On-Call Services Manager** – Nicole Jules, PE, will serve as your primary contact for services and the contract manager, leading a comprehensive team of local professionals. Nicole brings more than 28 years of experience serving public agencies on staff and in a consulting capacity, supporting public works improvements by managing transportation projects that support our communities.

**Available Team | Deep Bench** – Ardurra has developed an available and comprehensive team to cover all areas of the anticipated scope of services for our identified disciplines, including Jennifer Rosales, PE, PTOE and Mark Lewis, PE, TE, PTOE who both have extensive experience managing projects in the Costa Mesa and the Orange County Region, overall. Moreover, we are proud to offer the City a deep bench of resources to scale up as needed in support of increased demand for development services. Not only do we employ a large number of engineers, their collective experience providing services to California municipal clients – both as internal staff and consultants – is more extensive than our competitors. We look forward to collaborating with City staff to provide the proposed services and to enhance and expand those services for the citizens and development community of the City of Costa Mesa.

### RESPONDENT INFORMATION

**Legal Name:**  
 Ardurra Group, Inc

**Corporate Structure:**  
 “C” Corporation

**Management Contact**  
 Nicole Jules, PE  
 949.368.4156  
 Njules@ardurra.com  
 1960 E Grand Ave,  
 El Segundo, CA 90245

**Authorized Signer**  
 Lisa M. Penna, PE, F, ASCE,  
 QSD  
 949.428.1500 ext. 7102  
 Lpenna@ardurra.com  
 1960 E Grand Ave,  
 El Segundo, CA 90245

**Corporate Office:**  
 1000 NW 57th Ct.  
 Suite 800  
 Miami, FL 33126

**Servicing Office:**  
 3737 Birch Street  
 Suite 250  
 Newport Beach, CA 92660

www.ardurra.com

**On-Going Experience with On-Call Services** – Our team of experts have worked together on numerous on-call contracts for the City of Costa Mesa and other public agencies in Southern California, as well as in coastal communities, and can quickly mobilize when a task order is issued. No task is too large or small.

Our commitment is sincere and goes beyond this proposal, as our success is based on long-term relationships with public agencies throughout Southern California. We are enthusiastic about the opportunity to serve the City.

As Ardurra’s authorized representative, please contact me at 949.368.4156 or njules@ardurra.com, should you have any questions or need further information.

Respectfully submitted,  
Ardurra Group, Inc.



Nicole Jules, PE  
Group Leader



Lisa Penna, PE, F.ASCE, QSD  
Regional Director

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# BACKGROUND & PROJECT SUMMARY

## UNDERSTANDING OF THE CITY

We understand the City's goal is to work with an experienced and reliable consultant team with strong leadership and successful project and program management to support the City's Transportation Services Division of the Public Works Department with various services as needed for a contract term of five years.

Ardurra will provide on-call transportation planning and engineering support and program/project management services to the City through a combination of key staff available to be on-site at City Hall including Nicole Jules, Jennifer Rosales, and Mark Lewis. This includes a deep bench of supplemental support provided by the technical expertise of our various team members.

The City's main point of contact for these services will be Nicole Jules. She will ensure continued communication between all members of the team so that work is coordinated in a seamless manner.

As noted in the RFP, the City is looking for a consultant with valid California professional engineering registration in either civil or traffic engineering and other applicable accreditation for the discipline of work; minimum 5 years of experience within the last 8 years of professional working history with similar sized municipalities; ability to provide successful project delivery consistent with the latest City, state, and federal guidelines; proficiency with applicable regulatory agencies' rules and regulations; experience with active transportation design and traffic signal design; ability to provide development and transportation impact study review support; experience providing transportation planning and engineering services for as an extension of City staff; familiarity with the City of Costa Mesa standards, provisions, practices, and processes; demonstrated experience with community public outreach; and experience using the Local Assistance Procedures Manual and working on State and Federally funded grant projects.

We understand the City has several transportation projects pending and underway with upcoming grant deadlines and need a consultant to act on the City's behalf as the project manager for assigned

local and grant funded projects. Ardurra's key team members are experienced project and program managers with successful records of delivering capital improvement projects on schedule and within budget. Several of the capital improvements projects are active transportation projects and traffic signal related projects with active transportation components including implementation of leading pedestrian intervals.

Overall project and program management work activities include:

- Developing scopes of work and requests for proposals.
- Coordinating with City's Purchasing Manager and Public Works Department staff.
- Consultant selection.
- Contract negotiation.
- Managing project schedules.
- Administering budgets.
- Reviewing consultant invoices.
- Reviewing design plans, specs, and cost estimates.
- Reviewing project reports and writing staff reports.
- Coordinating with Public Works staff and other City Departments including Fire, Police, Community Development/Planning, Finance, and City Manager's office.
- Organizing and facilitating community outreach meetings to obtain stakeholder feedback for incorporation into projects.
- Developing and administering project management plans and managing consultants,
- Proving design and construction oversight,
- Preparing grant reimbursement invoices,
- Maintaining accurate and well-organized project records, and
- Ensuring successful completion of projects as assigned.

We understand the City has staff vacancies, heavy workload, and needs assistance with a variety of transportation planning and traffic engineering services. These activities may include:

- Assisting with resident requests and complaints.
- Providing timely response to residents and maintaining citizen request log updates.
- Conducting traffic engineering studies for a variety of requests including but not limited to red curb requests, traffic calming, speed humps, stop signs, traffic signal timing issues, and active transportation improvement request.
- Conducting field investigations.
- Reviewing development plans and drafting conditions of approval.
- Reviewing transportation impact studies and other submittals for development of applications.
- Reviewing Fairview Development Center transportation studies.
- Conducting traffic impact fee calculations and review.
- Developing staff reports and reviewing staff reports.
- Representing the City at City Council, Planning

Commission, and other City committee meetings as needed.

- Traffic control plan review.
- Assisting with residential permit parking program including new requests.
- Assisting with grant applications including grant writing services.
- Assisting with other Transportation-related tasks as needed for daily operations of the Transportation Division.

Upon review of the City's scope of work listed in the RFP, our team has the experience and local knowledge to successfully support the City with the above-mentioned service areas. We have successfully completed projects similar to those in your CIP, such as active transportation, street, traffic, traffic signal improvements and ADA upgrades, and electric vehicle infrastructure. And we have the local resources and the flexibility to scale up or down, depending on the needs of the City.

Our goal is to be a true partner with the City, and we share your commitment to provide your residents, businesses, and visitors with the highest level of quality service to promote a safe, inclusive, and vibrant community.

## METHOD OF APPROACH

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address staffing for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

### IMPLEMENTATION PLAN

Ardurra is capable and prepared to become the "One Stop" Transportation services support consultant for the City. The Ardurra team is well

versed in applicable City, County, State, and Federal ordinances and necessary standards of services required to serve the City.

Ardurra will commit sufficient resources to handle varying workloads that may result from multiple tasks progressing simultaneously; but, technical strengths and resources are only of value if we manage those resources well. The Ardurra approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The project manager then organizes the project management plan for the duration of each project, program, and task and the overall

contract around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task.

In all our efforts, we apply management systems that carefully monitor project effectiveness, closely tracking work quality, quantity, schedule, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects.

Upon award of contract, our Project Manager will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. This allows our staff to provide the City with high quality, consistent and predictable services.

Based on 20+ years of local experience delivering on-call services for agencies like yours, we have developed simple, clever, and proven solutions to issues we see regularly.

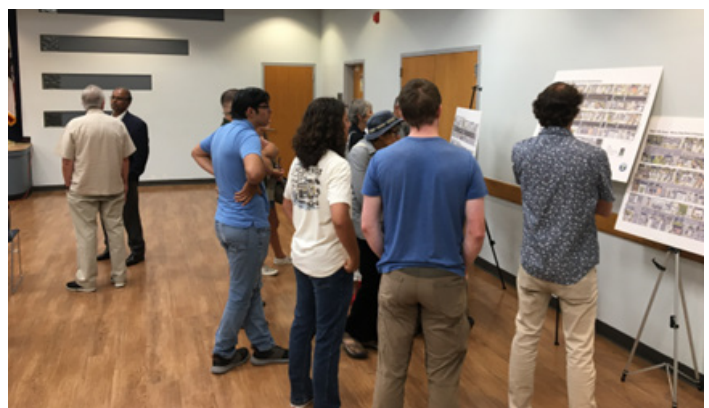
We use a risk matrix to identify and manage challenges early in the project as they relate to complying with grant requirements as applicable, coordinating utilities, coordinating design reviews with multiple Divisions, internal and external stakeholder involvement, material cost escalations, supply chain disruptions, and mitigating or avoiding environmental and right-of-way impacts.

**You get a standing meeting in your calendar** between your point of contact and our project manager to discuss deliverables, status updates, and information requests. This simple and short meeting means you will have information you need and task order status you can share with your team regularly.

**Your projects get experienced community outreach facilitators** who have worked with City of Costa Mesa's internal stakeholders and with external stakeholders including elected officials, commissions, committees, Newport Mesa Unified School District, advocacy groups such as the Costa Mesa Alliance for Better Streets, and Costa Mesa residents. Our team has used a variety of tools to solicit and document the views of internal and external stakeholder which includes:

- Coordinating internal stakeholder meetings with Public Works staff and other City Departments including Fire, Police, Community Development/ Planning, City Manager's Office, and Finance.

- Organizing and facilitating community outreach meetings to obtain external stakeholder feedback for incorporation into projects,
- Developing community outreach materials including poster boards for open houses, PowerPoint presentations, community feedback forms, and online surveys.
- Coordinating meetings with key external stakeholders such as Newport Mesa Unified School District, Orange County Fairgrounds, Orange Coast College, and Costa Mesa Alliance for Better Streets. Our team has experience coordinating and working relationships with these external stakeholders as well.
- Documenting stakeholder input using a comprehensive comment matrix with responses to each comment.
- Coordinating meetings with City staff and design consultant to review comments, resolve conflicting views, and provide direction for incorporation of comments into design plans for timely completion of projects.



## APPROACH TO SOLVING AGENCIES' CHALLENGES WITH PROVEN SOLUTIONS

The Ardurra team understands the importance of client satisfaction. We commit to providing adequate staffing (both as to the number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. We can scale up or down as needed with a focus on our unmatched responsiveness.

With a large contingent of local resources to draw from, the Ardurra project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Ardurra can respond within a day to meet with the City. This helps keep the project momentum moving forward so that the Ardurra team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, Ardurra has the technical expertise and experience to deliver all project types as well as the administrative management experience for all funding sources used to support your CIP program and staff support services.

For all projects, we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed ownership of all aspects. The checklists discussed earlier provide a proven way to assure that issues are not missed. Should there be an unexpected setback, Ardurra will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City.

Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Coordination is the core of what we do at Ardurra. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, and City goals. Ardurra staff will then complete all steps of the assignment. All local, state and federal regulations and requirements will be followed to ensure there are no issues throughout the duration of the

assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also to stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

## APPROACH TO EFFICIENT REPLACEMENT OF ASSIGNED PERSONNEL

Ardurra's on-call services manager, Nicole Jules, will lead the process and steps to ensure an efficient and effective transition of assigned personnel to the City of Costa Mesa as needed. We will work hand in hand with new personnel to bring them up to speed on the status, schedule, and expectations for all projects and tasks before our new assigned personnel reports to City Hall, at no cost to the City. This onboarding process will be conducted in a shadowing role for about two weeks prior to our new assigned personnel charging any costs to the City. In addition, our on-call services contract manager and project managers will be available to new assigned personnel for any questions during their assignment.

To provide the City with assigned personnel options throughout the duration of the contract, Ardurra will identify additional project managers who meet the scope of work requirements to the City on a semi-annual basis who may be available as needed for replacement at City Hall. Upon City concurrence of assigned replacement personnel when a need arises, Ardurra will take the steps outlined above to ensure our replacement personnel are fully up to speed on the City's transportation assignments including project management plans and status for each program and project assigned. Our on-call contract manager and project managers will work closely with assigned personnel and communicate as often as needed for an efficient and effective transition. Our team prides itself on well-organized and comprehensive record keeping which will be a tool used for transitions.

Ardurra's approach to on-call work provides you streamlined delivery, improved communications, and enhanced project outcomes. We adapt this process to meet your needs and your project types.



# QUALIFICATIONS & EXPERIENCE OF FIRM

## ARDURRA FIRM OVERVIEW

Ardurra is a relationship-based, professional services organization that has been primarily serving public agency clients for the past 45 years. With 1,500 employees in 85 offices across the country, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers and design professionals committed to delivering quality services and practical solutions. Over the last three years, we have tripled in size through organic growth and strategic acquisitions that have expanded our resources, capabilities, and geographic reach. As a result of this growth trajectory, Ardurra is well-positioned to provide professional traffic engineering and project/program management services to the City of Costa Mesa.

You get exclusive access to the amazing talent from one of the country's fastest growing engineering firms. We are humbled by being on Zweig's preferred employer's list for the last 5 years. This means we are a magnet for talent! We have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals that have a heart for client service.

### LOCAL IN-HOUSE CAPABILITIES TO MEET YOUR NEEDS

Our core service areas include:

- Traffic and Transportation Engineering
- Project Management
- Labor Compliance
- Grant Administration
- Land Development
- Public Outreach
- Plan Review and Plan Check
- Code Compliance Enforcement
- Public Works/Civil Planning
- Design, Construction Management, and Inspection
- Water/Wastewater Planning

## 2024 ENR SOURCE BOOK RANKINGS



#84 OVERALL

#69 TOP 100 PURE DESIGNERS

#19 WATER SUPPLY

#14 SEWER & WASTE

#11 WATER TREATMENT & DESALINATION

#10 WASTEWATER TREATMENT PLANTS

#13 WATER TRANSMISSION LINES & AQUEDUCTS

#19 SANITARY & STORM SEWERS



1,500 STAFF IN 85 OFFICES

## NATIONWIDE OPERATIONS



### Servicing Office:

3737 Birch Street, Suite 250  
Newport Beach, CA 92660

## CALIFORNIA OPERATIONS

168 STAFF IN 9 OFFICES

PROVIDED SERVICES TO

300 AGENCIES THROUGHOUT CALIFORNIA

- Environmental
- Emergency Management
- Structural Engineering
- Survey

We also have established relationships with several recognized specialty firms that support us with additional disciplines and services as needed. Our experienced professional team is capable of managing various concurrent tasks.

### TRAFFIC ENGINEERING CAPABILITIES

Numerous municipalities and agencies throughout the region have entrusted Ardurra with their traffic and transportation needs. Our team has experience with a wide range of services, including traffic signal design and modifications, signing and striping design, temporary traffic control plans, design of roundabouts and other intersection control measures, street light design, and pedestrian safety crossings and enhancements. In addition to the types of services mentioned above, we also provide staff support in the form of code and policy updates, preparation of staff reports, memorandums, and study reports. We conduct traffic plan checks and peer review of traffic studies, memorandums, and development plans.

Our traffic and transportation engineers have held senior management positions within numerous California cities and public agencies, including the positions of Deputy Director of Public Works, City Engineer, Traffic Engineer, and other management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We pride ourselves with using cutting-edge tools to provide excellent service to our clients. Our team is knowledgeable of, and conforms to, local, state, and federal regulations, codes, and ordinances. We are deeply experienced with federal grant requirements for a multitude of funding sources and we are intimately familiar with the Caltrans Local Assistance Program. We follow ITE recommended practices, AASHTO standards, FHWA Highway Safety Manual, and other manuals and standards to ensure compliance and safety.

Our traffic engineering capabilities are well-recognized by our clients as they continue to engage us for a high level of repeat work. Ardurra has the technical experience required to perform services for:

- Traffic signal design and traffic signal modification design
- Signing and striping design
- Roundabout design
- Safe routes to school design
- Traffic control and stage construction design
- Street light design
- Intersection enhancement designs for pedestrians and bicyclists
- Design of roadway speed
- Design of rectangular rapid flashing beacons at crosswalks
- Provide staff support as needed for:
  - *Municipal code updates related to traffic*
  - *Assistance with conducting and preparing reports/memorandums for analysis of intersections*
  - *Assistance with peer plan and screen check review including, but not limited to, preliminary, development, construction, and future revisions*
- Technical specifications
- Engineering cost estimates
- Quantity take-offs

Ardurra also has the capability to prepare and provide the following studies:

- Traffic signal warrants
- Stop warrants
- Left turn phasing warrants
- Engineering and traffic speed surveys
- Track route restrictions
- Street light photometrics
- Parking
- Parking analysis/ curbside utilization
- Neighborhood traffic management
- Ball bank analysis
- Intersection and roadway line of sight
- Preparation of traffic count data for studies

**Added Value:**

- Safe system approach to all traffic engineering analysis and solutions
- Transportation related grant writing/ preparation
- Complete streets design
- Intersection Control Evaluation (ICE) reports
- Benefit/ cost analysis
- City work orders
- Transportation safety audits

**GRANT CAPABILITIES**

Our grants team has been providing services to California municipal agencies for over 10 years. Ardurra’s grant team possesses in-depth knowledge about public, federal, state, and regional grant funding requirements and processes, and has a proven reputation for producing high-quality work under time constraints. We have the capacity to prepare multiple grant applications of varying complexity and deadlines simultaneously. We stand ready to assist you with responding to grant opportunities.

Our team includes many former public agency officials and others that have managed numerous successful grants. We understand how to connect scoping, project management, and funding strategies to ensure the streamlined delivery of grant-funded investments. We offer the technical and strategic expertise needed to effectively address grant criteria and make an effective assessment of a project’s viability to be successful. That means considering the feasibility early in the planning process and ensuring that the results of a project make for appealing applications. We help our clients navigate through complex processes and requirements and stay informed of the latest grant policy developments.

Ardurra’s dedicated grant team not only offers expertise in grant writing, but provides a comprehensive approach to grant services. With experience in grant administration, we ensure compliance with regulations and effective communication with funding agencies. By establishing clear communication with funding agencies and an understanding of the City’s policies, Ardurra is committed to the successful implementation of grant-funded projects and programs from initial application to final reporting. Through a combination of meticulous planning, effective communication, and adherence to regulatory standards, Ardurra

brings effective grant strategies that maximize the impact of funding for all stakeholders involved.

**PROPOSED KEY PERSONNEL**

**Nicole Jules, PE, will serve as Project Manager.**

Nicole brings 28 years of experience of progressive public and private-sector experience. Working in tandem with key personnel, Nicole will provide technical oversight and serve as the main point of contact with the City. She leads a comprehensive team of skilled professionals and will serve as a project manager.

**Jennifer Rosales will serve as Project Manager/ Staff Support.**

Jennifer has 29 years of experience in transportation planning and engineering, public works management, and project management. She is an experienced project manager with a successful record of delivering capital improvement projects on schedule and within budget. She has worked on complex transportation engineering and planning projects throughout the United States. Jennifer is experienced in preparing scopes of work, requests for proposals, consultant selection, contract negotiation, work schedules, budgets, and quality assurance plans. Jennifer has reviewed expenditures for cost control, updated cost to completes, and implemented project implementation plans. Her experience includes leading multi-disciplinary teams on complex transportation planning, engineering and construction projects including coordinating and overseeing the work of consultants and contractors.

Jennifer has extensive public involvement experience facilitating high level public workshops and open houses for transportation projects, presenting plans and studies to city councils, and giving technical presentations and training.

**Mark Lewis will serve as Project Manager/ Program Manager.**

Mark Lewis is a proven leader with 38 years of engineering experience. Mark has extensive familiarity, knowledge, and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital improvement program development and implementation, project management, and intergovernmental relations to deliver cost-saving solutions to all his projects.

## CURRENT AND PREVIOUS SIMILAR CONTRACTS



### YEAR COMPLETED

2016 - Ongoing

### PROJECT TEAM

Nicole Jules, Ruth Smith, Mark Lewis

### CLIENT REFERENCE

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Raja Sethuraman  
Public Services Director  
714.754.5173  
raja.sethuraman@costamesaca.gov

### STAFF SUPPORT / GRANT MANAGEMENT AND TRAFFIC ENGINEERING SERVICES

CITY OF COSTA MESA, CALIFORNIA

Providing staff support, traffic engineering and grant compliance services, including assistance with Orange County Transportation Authority (OCTA) grant management, managing / responding to citizen requests, conducting traffic engineering studies for citizen requests, conducting field investigations and writing work orders, reviewing transportation impact studies and vehicles miles traveled (VMT) analysis, assistance with the City's Active Transportation Plan, attending public outreach meetings and the City's Active Transportation Committee as needed, and reviewing traffic control plans.

Additional services include providing civil and transportation engineering design of bike lanes, signal modifications, pedestrian refuge islands, signing and striping, and traffic control plans. This on-call work included the design of curb extensions near Woodland Elementary School and design of a pedestrian refuge island on West 18th Street at Lions Park Playground.

### PROJECTS/PROGRAM MANAGEMENT:

#### I-405 Project

Project management and staff liaison communicating with Caltrans and OCTA to review, correspond, and negotiate maintenance agreements and post construction administrative items. In addition, this work includes providing recommendations on various transportation strategies related to specific issues to the I-405 project resulting from the completion of the project.

#### Fairview HSIP Improvement Project (Baker to Adams)

Managed project design phase including design consultant, plan reviews, funding compliance, CIP updates, utility notifications, environmental compliance, and Caltrans coordination and permitting.

#### West 18th Street at Wallace Avenue

Prepared design plans for pedestrian improvements at the intersection of W 18th Street and Wallace Avenue. Improvements include addition of a pedestrian crosswalk, signing and striping, and hardscape improvements.

#### Bear Street Improvements

Prepared temporary traffic control and signing and striping plans for roadway resurfacing improvements on Bear Street at Baker Street within City and Caltrans right-of-way.



**CURRENT AND PREVIOUS SIMILAR CONTRACTS**



**YEARS**

2009 - 9/2002

**PROJECT TEAM**

Nicole Jules, Mark Lewis,  
Ken Rosenfield

**CLIENT REFERENCE**

City of Laguna Beach  
479 Ocean Avenue  
Laguna Beach, CA 92651  
Mark Trestik  
City Engineer  
949.497.0300  
mtrestik@lagunabeachcity.net

**CIVIL ENGINEERING/ VARIOUS INFRASTRUCTURE PROJECTS, CAPITAL PROGRAM MANAGEMENT**

CITY OF LAGUNA BEACH, CALIFORNIA

Ardurra staff provided complete turnkey capital project delivery services for the City including overall CIP management of design and construction projects, federal funding application support, energy grants administration, construction inspection, and construction administration for various infrastructure and building facilities improvements. Over 4 years, Ardurra helped deliver over \$10 million in capital projects, including:

**Jasmine Street Storm Drain** - Prepared PS&E for the conceptual and final design for these improvements. The recommended alignment allows for intercepting the upstream-most culvert that outlets onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts that outlet directly to the beach. The project included H&H analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions, and an Encroachment Permit was required from Caltrans. This project involved MS4 Permit coordination. 2022 APWA BEST Award Winner

**Temple Hills Sidewalk** - This project consisted of extending the Temple Hills sidewalk, which currently terminates at Dunning Drive, to Palm Drive. The sidewalk extension resulted in a new 4-foot-wide sidewalk, curb and gutter, and hand railings on one side of the street. Design work included preparation of survey, right-of-way verification, community involvement, environmental documentation, and PS&E.

**Milligan Drive Bridge Improvements, Emergency Bridge Inspection, and Repair Recommendations, Design/ Assessment District** - Because of structural deficiency in this vehicle bridge over Laguna Canyon Channel, the City called upon Ardurra to design bridge and related improvements, which consisted of replacement of the bridge including a new driveway approach and curb and gutter at Laguna Canyon Road that met City, AASHTO, and Caltrans standards. The sidewalk and access to the community from within Caltrans right-of-way meets ADA criteria and new Caltrans guidelines that reduce allowable maximum grade to 7.5%.

**Broadway Pedestrian/Safety Improvements** - This roadway project was designed within Caltrans right-of-way and consisted of roadway, streetscape, drainage, traffic, and grading improvements. This primary route between the city and SR-73 and 1-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel, and is home to many commercial, retail, restaurant, entertainment, and artisan businesses. Several utilities located within the parkways were impacted. In addition to a Caltrans Encroachment Permit and Fact Sheet, the project included significant pedestrian safety improvements; median island landscaping; Caltrans authorization forms; and signing, striping, traffic control, and traffic calming.

## CURRENT AND PREVIOUS SIMILAR CONTRACTS



**YEARS**

2011-2024

**PROJECT TEAM**

Mark Lewis

**CLIENT REFERENCE**

City of Lake Forest  
100 Civic Center Drive  
Lake Forest, CA 92630  
Tom Wheeler, PE  
Director of PW/City Engineer  
949.461.3480  
twheeler@lakeforestca.gov

### MUNICIPAL ENGINEERING/STAFF AUGMENTATION SERVICES

CITY OF LAKE FOREST, CALIFORNIA

Ardurra has a multi-year contract with the City Public Works Department to provide municipal engineering services. Tasks include reviewing land use applications, plan checking development plans and maps, inspecting approved land development construction, inspecting approved work in the public right-of-way, public works encroachment permit inspection, water quality program management and to provide additional staff on an as-needed basis. Work also included project management for 12 projects and funding analysis for a transportation funding program.



**YEARS**

2018-2023

**PROJECT TEAM**

Nicole Jules, Seth Jenison, Alison Winter, Lucy Cardenas

**CLIENT REFERENCE**

City of Oxnard  
305 West Third Street, Third Floor  
Oxnard, CA 93030  
Tatiana Arnaout  
City Engineer  
805.200.5283  
tatiana.arnaout@oxnard.org

### ONE-CALL TRAFFIC ENGINEERING SERVICES / GRANT WRITING & OUTREACH

CITY OF OXNARD, CALIFORNIA

Provided on-site traffic engineering support and resources which include responding to citizen requests, evaluating traffic safety concerns, managing the City's Traffic Management Center (TMC), overseeing neighborhood traffic calming requests, managing small projects, optimizing traffic signal operations, coordinating with citizens and interest stakeholders, engineering plan review, and reviewing and managing encroachment permits.

Prepared grant applications, including the successful grant application for the Accessible Pedestrian Enhancements Project to improve pedestrian safety at 17 intersections. The \$3.5M project was funded through the Ventura County Transportation Commission (VCTC) 2022 Call for Projects.



## CURRENT AND PREVIOUS SIMILAR CONTRACTS



**YEAR COMPLETED**

2020 - 2023

**PROJECT TEAM**

Nicole Jules, Ruth Smith, Angie Miralaie

**CLIENT REFERENCE**

City of Seal Beach  
211 Eighth Street  
Seal Beach, CA 90740  
Iris Lee - Director of Public Works  
David Spitz - Associate Engineer  
562.431.2527 Ext 1331  
dspitz@sealbeachca.gov

ENCROACHMENT PERMITTING/ UTILITY PLAN CHECK/PERMIT PROCESSING & COORDINATION

CITY OF SEAL BEACH, CALIFORNIA

Consulting plan check engineer assisting staff with encroachment permitting and wireless telecommunications permitting, compliance and application review.

- Encroachment permit plan reviews
- Traffic Control plan reviews
- Utility reviews
- Review and process wireless telecommunications permits



**YEAR COMPLETED**

2020 -2023

**PROJECT TEAM**

Nicole Jules, Ruth Smith, Alan Perkins

**CLIENT REFERENCE**

City of Compton  
205 S Willowbrook Ave Compton,  
CA 90220  
John Strickland  
Public Works Director  
310.605.5505  
jstrickland@comptoncity.org

DEVELOPMENT OF PLAN REVIEWS AND TRAFFIC PLAN REVIEWS

CITY OF COMPTON, CALIFORNIA

Consulting engineers provided plan review support to Public Works and Community Development Departments.

- Grading Plan Review
- Conditions of Approval
- Traffic Plans, Traffic Studies and Traffic Control Plan review
- Development Plan Check

# KEY PERSONNEL

## PROJECT TEAM AND KEY INDIVIDUALS

The most critical component to the success of the Staff Support and Project Management contract will be the project team. We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. The right mix of experience, enthusiasm, and fresh ideas is critical to not only an outstanding final project, but an outstanding experience during the performance of the project. Ardurra’s in-house staff are fully qualified to manage and execute the full range of services that may be required by Project and Program Management Services.

The Task Leads and support team will be drawn from our overall team based on the technical requirements of each task. Our Project Manager, Nicole Jules, PE, will work with the Task Lead(s) to communicate with City staff, provide consistency in the project deliverables that meet City needs and requirements, and coordinate Ardurra tasks (if multiple, parallel tasks are being performed for the City). The Task Lead will coordinate activities within the team and will be responsible for the development of progress and final submittals, coordination meetings, and status reports. Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City.

Page 16 features our Team Organization Chart. Brief biographies for personnel have been provided on the following pages and detailed resumes are provided at the end of this section.

### AVAILABILITY

This team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering detailed plans and services on schedule. If an accelerated project delivery schedule is required, Ardurra has the depth to add more staff to get the work done. Our Task Leads are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and can draw from our deep bench of experienced professionals to serve projects as needed.

We are fully committed for the duration of the contract, and we understand that the availability and consistency of the team leadership are critical to the project success; personnel will not be substituted without written approval from the City.

### LOCAL PRESENCE

As neighbors – with our nearby offices in Newport Beach and many of our team members being residents of surrounding communities – we are deeply invested in the City’s success. With more than 200 professionals in Southern California, we have the depth of resources to respond quickly to your needs.



**ORGANIZATIONAL CHART**

We understand that the key components for providing effective services are to be responsive, include a depth of resources, and be locally available to fulfill your project needs. Ardurra has assembled a comprehensive team for your City, who are knowledgeable, experienced and include those key components to successfully address the City’s scope of services efficiently and effectively. Individual team members possess extensive experience providing traffic engineering, transportation planning, traffic studies and traffic and development plan review to numerous California cities, as you will see in the following team summary.

	<b>PROJECT MANAGER</b>  Nicole Jules, PE*
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**STAFF SUPPORT/PROGRAM MANAGEMENT**

	<b>PROJECT MANAGER</b>  Jennifer Rosales* PE, PTOE		<b>PROGRAM MANAGER</b>  Mark Lewis* PE, TE, PTOE
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**TECHNICAL SUPPORT**

	<b>PROJECT MANAGER</b> Ken Rosenfield PE, QSD/P, ENV SP
	<b>TRANSPORTATION MANAGER/ TRAFFIC ENGINEER</b> Seth Jenison PE, TE PTOE
	<b>TRAFFIC ENGINEER ASSOCIATE</b> Angelina Miralaie
	<b>TRAFFIC ENGINEER</b> Alan Perkins

**GRANT SUPPORT**

	<b>TRAFFIC ENGINEER</b> Ruth Smith TE, PTP
	<b>SENIOR GRANT WRITER</b> Alison Winter
	<b>SENIOR GRANT WRITER</b> Lucy Cárdenas †
	<b>GRANT COORDINATOR</b> Neah Johnson

**PUBLIC ENGAGEMENT SUPPORT**

	<b>PROJECT MANAGER</b> Gabriella Dow †
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\*KEY PERSONNEL

† BILINGUAL IN SPANISH/ENGLISH

**EXHIBIT C**  
**FEE SCHEDULE**

## ARDURRA GROUP, INC. (CALIFORNIA) STANDARD BILLING RATE SCHEDULE

Rates Effective through first Year of Contract Term  
(Future years subject to review for Consumer Price Index escalation or 4%, whichever is greater)

### ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES

<u>STAFF</u>	<u>HOURLY RATE</u>	<u>STAFF</u>	<u>HOURLY RATE</u>
Traffic Engineering Technician I*	\$ 107	Specialty Professional/Discipline	\$ 286
Public Works Technician I*	\$ 107	Senior Environmental Scientist	\$ 255
Traffic Engineering Technician II*	\$ 133	Associate Environmental Scientist	\$ 184
Public Works Technician II*	\$ 133	Assistant Environmental Scientist*	\$ 153
Administrative Assistant*	\$ 138	Senior Planner	\$ 224
Traffic Engineering Associate I	\$ 148	Planner II	\$ 199
Project Coordinator/Graphic Artist	\$ 148	Planner I	\$ 179
Traffic Engineering Technician III*	\$ 153	Associate/Assistant Planner	\$ 138
Public Works Technician III*	\$ 153	Senior Landscape Architect	\$ 255
Project Engineer I	\$ 168	Landscape Architect	\$ 189
Project Engineer II	\$ 173	Community Relations Strategic Advisor	\$ 296
Traffic Engineering Associate II	\$ 173	Community Relations Project Manager	\$ 265
Grants Manager	\$ 173		
Project Engineer III	\$ 189		
Traffic Engineer I	\$ 189		
Senior Project Coordinator/Graphic Artist	\$ 194		
Project Manager I	\$ 214		
Project Engineer IV	\$ 214		
Traffic Engineer II	\$ 214		
Project Manager II	\$ 235		
Senior Grants Manager	\$ 235		
Project Manager III	\$ 255		
Project Engineer V	\$ 255		
Traffic Engineer III	\$ 255		
Project Engineer VI	\$ 265		
Senior Traffic Engineer	\$ 265		
Project Manager IV	\$ 286		
Group Leader/ QA/QC Manager	\$ 293		

### NOTES AND ASSUMPTIONS

**Engineering, Municipal, Environmental, Traffic, & Survey Notes:**

\* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.

**Other Direct Costs:** Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage, or couriers, etc., are billed at actual cost, plus fifteen percent (15%) to cover overhead and administration. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.

**Fees for Subconsultant Services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

**Exclusions to Scope and Fee:** The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)
- Expert witness services

Continued on following page

# ATTACHMENT 1

## Overall Notes:

**Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost-plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.

**Fees for Subconsultant Services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

**Web Based Contract Administration:** Selected / specified cloud-based service billed at cost plus fifteen percent (15%).

**Escalation:** Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual adjustment for Consumer Price Index escalation or 4%, whichever is greater.

