

PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this _____ day of June, 2004 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and Albert Grover & Associates, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform the services described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference (“RFP”) and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

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

1.3. 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.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 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.

1.6. 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.

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 (the "Fee Schedule"). Consultant's compensation shall in no case exceed Fifty-Five Thousand Dollars (\$55,000.00).

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

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. 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 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this

Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year(s), ending on June 15, 2005, 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 as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less

than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. 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.

5.4. 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 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Albert Grover & Associates
211 E. Imperial Highway, Suite 208
Fullerton, CA 92835

Attn: Rob Kuehn

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Fax: (714) 754-5028

Attn: David Sorge

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 "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written

consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9 Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11 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.

6.12 Public Records Act Disclosure: Consultant has been advised and is aware that 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, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

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

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

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

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

CITY OF COSTA MESA,
A municipal corporation

CONSULTANT

Mayor of the City of Costa Mesa

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Project Manager

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

January 23, 2004

**Mr. Paul Wilkinson
Linscott, Law & Greenspan
1580 Corporate Drive, Suite 122
Costa Mesa, CA 92626-1460**

**SUBJECT: REQUEST FOR PROPOSALS FOR TRAFFIC SIGNAL COORDINATION
AND DESIGN IMPROVEMENTS**

Dear Consultant:

The City of Costa Mesa is requesting proposals for traffic engineering services to develop traffic signal coordination and design improvements. The proposed improvements and project area are conceptually illustrated by attached Exhibits "A" and "B", and generally consist of:

- ❖ Performing traffic signal coordination improvements at 24 intersections along Adams Avenue and Victoria Street/Hamilton Avenue;
- ❖ Preparing plans, specifications and estimates for signal modifications at two intersections.

BACKGROUND

Arterials connecting the Cities of Huntington Beach and Costa Mesa have become increasingly congested, due in part to a lack of signal coordination between agencies. The east/west arterials of Adams Avenue and Victoria Street/Hamilton Avenue provide the only two surface street corridors between the communities of Huntington Beach and Costa Mesa. Heavy commuter demands are generated between communities along each arterial given their network links to the I-405 and SR-55 Freeways, and various commercial, business and recreational centers. Given the lack of signal coordination and heavy traffic demands, extended vehicle queuing and delay commonly result during peak periods. Adams Avenue is designated on the Orange County Master Plan as a Smart Street and a Congestion Management Program (CMP) principal arterial. The proposed project is developed to improve signal coordination and traffic operations along these two corridors to accommodate the increasing demands on the transportation system.

WORK PROGRAM

The professional services scope of work is intended as a "Turnkey" project to maintain a responsible and comprehensive base for project development. All tasks shall be coordinated to effectively develop interrelated project elements. A task or system element shall not be advanced until all preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services

required for this project. A well-integrated Quality Assurance/Quality Control (QA/QC) program shall be maintained and concise written records prepared on all activities.

Consultants proposing on this project shall clearly demonstrate the ability and concerted commitment to accelerate project development through the various review and approval processes with alacrity and efficiency. Accordingly, the consultant shall commit all necessary resources to achieve expeditious completion. Firms considering proposal submittals are requested to have an in-house technical expertise to fully and professionally address and facilitate all aspects of the project. The selected consulting firm shall maintain the same project manager throughout the duration of the project, as specified in the proposal and approved by the City.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be fully addressed in the consultants proposal and undertaken within the proposed not to exceed contract fee to achieve the intended project objective.

PROJECT DESCRIPTION

The proposed scope of work combines two projects based on separate Measure M Signal Improvement Program (SIP) grant awards received from the Orange County Transportation Authority (OCTA). The consultant shall develop both projects concurrently, however shall segment contract fees and billing records pursuant to the following work scope defined for each project, itemized per the below "Fee Schedule."

PROJECT A: VICTORIA STREET SIGNAL COORDINATION OCTA GRANT NO. 03-CMSA-SIP-1054

Project "A" consists of implementing signal coordination improvements along Victoria Street / Hamilton Avenue within the Cities of Costa Mesa and Huntington Beach, defined generally by Exhibit A and as follows:

Signal Coordination Analysis and Timing Implementation – This task consists of providing signal timing and coordination improvements along Victoria Street / Hamilton Avenue at eleven (11) traffic signals. The operations of three (3) signals within Huntington Beach and eight (8) signal within Costa Mesa will be evaluated extending from Magnolia Avenue to Harbor Boulevard. The existing signal timing plans, intersection and corridor field operations are to be evaluated and conditions documented. New timings developed by the consultant shall be optimized, implemented, tested and refined to improve signal coordination and vehicle progression.

The study shall include the preparation of three separate timing plans via consultant recommended and agency approved signal optimization software covering the AM, PM peak and noon/off-peak periods. Coordination software analysis shall be accompanied by travel progression time/delay field studies for each coordination pattern. Full scaled (500' per inch horz/50 second per inch vert) Time-Space Diagrams shall be prepared for each new timing pattern. Development of proposed timings shall incorporate analysis of the background network

coordination system and respective impact/benefits to cross street progression, without compromising network traffic flow. Coordination patterns in place along intercepting north/south arterials, including Harbor Boulevard and Brookhurst Street, are to be considered in conjunction with optimizing coordination along Victoria Street / Hamilton Avenue.

As Costa Mesa and Huntington Beach utilize different signal controller systems, the study will further evaluate and recommend methods to intertie both systems beyond typical time-of-day Time Base Coordination (TBC) procedures. The manual input of new coordination timings and any adjustments recommended by the consultant shall be made by the respective agency staff. A minimum of three (3) separate “post timing implementation“ field studies shall be conducted for each timing plan in close consultation with City staff to incrementally optimize progression by refining cycle lengths, offsets, phase sequences and split parameters. A final report will be prepared summarizing “before” and “after” conditions identifying signal coordination benefits derived in corridor vehicle progression, reduction in stops, delays, fuel consumption, exhaust emissions and individual intersection operations. This work shall be conducted concurrently with Project B Signal Coordination work below.

PROJECT B: ADAMS AVENUE SIGNAL DESIGN AND COORDINATION **OCTA GRANT NO. 03-CMSA-SIP-1053**

Project “B” consists of developing signal coordination timing plans along Adams Avenue within the Cities of Costa Mesa and Huntington Beach, and preparing traffic signal modification PS&E at two intersections on Adams Avenue. This project area is generally illustrated by Exhibit B and defined as:

Signal Coordination Analysis & Implementation – The work plan for this task is consistent with above Project “A” signal coordination services, and entails evaluation of signal timing and coordination of thirteen (13) signals along Adams Avenue. The operations of five (5) signals within Huntington Beach and eight (8) signals within Costa Mesa along Adams Avenue are to be evaluated extending from Coldwater Street to Fairview Road, and extending north to include the intersection of Fairview Road/Baker Street. Field operations and existing signal timing plans will be evaluated, and timing programs developed, optimized, implemented, tested and refined to maximize signal coordination and vehicle progression. Three timing patterns are to be prepared through select coordination optimization software, supported with Time-Space Diagrams and travel time/delay field studies. The study will include evaluating methods to intertie the Huntington Beach and Costa Mesa signal systems other than typical Time-of-Day / Time Base Coordination methods. A final report will be prepared summarizing before and after conditions, identifying coordination benefits gained in progression and reductions in stops, delays, fuel consumption, exhaust emissions.

Traffic Signal Modification Design / PS&E – To be initiated immediately upon contract award, signal modification design plans, specifications and estimates are to be prepared for two intersections:

- **Adams Avenue/Mesa Verde Drive**
- **Adams Avenue/Pinecreek/Orange Coast College.**

Design modification work will entail the elimination median mounted signal equipment, revising the existing split phase sequence to a standard 8 phase operation, and providing general upgrades.

- The preparation of final plans and specifications shall comply with Caltrans standard plans and specifications. Traffic signal modification plans shall be 1"=20', prepared on standard 22" x 34" mylar, developed via AutoCAD latest version. Plans shall be fully detailed to advertise and construct the project. All electronic files shall be submitted to the City upon project completion. Construction work shall be initiated through a separate City administrated contract.
- All existing physical features within the project limits shall be plotted, including but not limited to BCR, ECR, flow-lines, centerlines, angle points, top of curb, sidewalk and handicap ramps, pavement striping, signing, parking, landscaping planters, structures, trees, underground and surface utilities, street lights and power poles, fire hydrants, catch basins, water valves, manholes, etc.
- Utilities – The consultant shall perform all necessary research to establish precise location of all utilities. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures", attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing. Compile information in "Utility File" and submit to City with final PS&E.
- Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. The electronic specification format of the construction proposal forms, contract agreement, and standard specifications will be furnished by the City for reference.
- The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. For construction budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final detailed construction quantity and cost estimate.

Roles And Relationships of Agencies: The City of Costa Mesa will serve as lead agency on the project and is responsible for project administration, contractual agreements and adherence to the budget. Direct oversight by the City of Huntington Beach will be provided on all interrelated project elements.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product.

Project development meetings shall be held monthly. The consultant shall be responsible for preparing meeting agendas, minutes and presentation materials. A Critical Path Method (CMP) schedule, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, and for City review of the work status and accomplishments occurring each month. A copy of the CMP software program and monthly updates shall be furnished to the City Project Manager.

Content of Proposal

It is requested that the following be submitted with your proposal:

- A narrative understanding of the project, any suggestions you might have to expedite the project or special concerns that the City should be advised. Identify all tasks necessary to meet the intended project objective and achieve project completion within the proposal.
- A detailed schedule indicating stages of work and time frames.
- An organization chart and staffing plan identifying personnel who will perform work on this project, a brief resume on each individual (two pages max per person) and recent projects they have worked on of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
- A listing of similar improvement projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
- Comply with all Professional Services Agreement requirements (see attached agreement).
- Submittal of **Three (3)** duplicate proposals are requested.

Fee Schedule

The professional services contract fee is to be submitted in a separate envelope. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees in compliance with the described scope, the attached General Specifications, and include all associated work required to achieve the project objective. It is requested that the fee, including meetings, reproduction, materials, and associated project expenses and itemized per the following General Fee Schedule format:

General Fee Schedule Format

PROJECT A

Signal Coordination Improvements, Victoria Street – Hamilton Avenue

11 Traffic Signals, 3 Timing Plans L.S.\$ _____

PROJECT B

Signal Coordination Improvements, Adams Avenue

13 Traffic Signals, 3 Timing Plans L.S.\$ _____

Signal Modification Design PS&E

Adams/Mesa Verde and Adams/Pinecreek Intersections L.S.\$ _____

Subtotal Project B : \$ _____

CUMULATIVE NOT TO EXCEED FEE, PROJECTS A & B: \$ _____

Note: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld until final project documents are submitted to the City.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior to commencement** of any change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th floor City Hall, **on or before 5:00 p.m. February 20,**

2004. If additional information is required, please contact me at (714) 754-5183, or email at: ddsorge@ci.costa-mesa.ca.us.

Sincerely,

DAVID SORGE
PROJECT MANAGER

Attachments: Exhibits A & B – Project Area Illustrations
City Standard Agreement and Certificate of Insurance Forms
Utility Coordination Procedures

cc:

William Morris
Public Services Director

Peter Naghavi
Transportation Services Manager

Bob Stachelski, Transportation Services Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

