

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN**

THIS AGREEMENT is made and entered into this _____ day of December, 2007 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and KFM ENGINEERING, INC. a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant prepare preliminary conceptual plans for the construction of a multi-purpose pedestrian and bicycle trail along the existing maintenance roads of the Paularino and Santa Ana Delhi Flood Control Channels as 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 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 Ninety-Two Thousand Two Hundred Seventy-Seven Dollars (\$92,277.00).

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, ending on December 31, 2008, 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 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-operation products/completed operations, broad form property damage, blank contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combine, 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:

KFM Engineering, Inc.
26672 Town Centre Drive
Suite 300
Foothill Ranch, CA 92610
Tel: 949-580-3838
Fax: 949-580-3837
Attn: Edward Miller, Jr.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5017
Fax: 714-754-5028
Attn: David Cho

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

Mayor of the City of Costa Mesa

Date: _____

KFM ENGINEERING, INC.

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

Kimberly Hall Barlow

City Attorney

Date: 11-15-07

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

August 28, 2007

Matt Stepien, P.E.
KFM Engineering
26672 Towne Centre Drive, Suite 300
Foothill Ranch, California 92610

**SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR
CONCEPTUAL DESIGN OF MULTI-PURPOSE TRAIL**

Dear Mr. Stepien:

The City of Costa Mesa is accepting proposals for the preparation of preliminary conceptual plans for the construction of a multi-purpose pedestrian and bicycle trail along the existing maintenance roads of the Paularino and Santa Ana Delhi Flood Control Channels. Preparation of final plans and specifications will be conducted under different contract.

PROJECT DESCRIPTION

The proposed project provides a multi-purpose pedestrian and bicycle trail between Fairview Road and the existing Santa Ana Heights Trail, located within Newport Beach Golf Course, by utilizing the existing maintenance roads of the Paularino and Santa Ana Delhi Flood Control Channels. The maintenance roads are currently unimproved dirt paths with access limited to County of Orange vehicles. The maintenance road of the Paularino Channel begins at Fairview Road and continues east to Bristol Street where it intersects with the Santa Ana Delhi Channel. The Santa Ana Delhi Channel continues underground and daylight on the south side of Bristol Street north of Santa Ana Avenue. Since this segment of the flood control channel system is underground, bike lanes or routes will be required on Bristol Street between Bear Street and Santa Ana Delhi Channel to provide a continuous connection. The Santa Ana Delhi Channel begins on Bristol Street south of Newport Boulevard northbound and continues south of Bristol Street, crosses Santa Ana Avenue, and ultimately connects to the existing Santa Ana Heights Trail within Newport Beach Golf Course. The Santa Ana Heights Trail then continues through Newport Beach Golf Course to Irvine Avenue, where existing bike lanes provide a connection to the Upper Back Bay in City of Newport Beach. The attached map provides the full path of the proposed project.

1

SCOPE OF WORK

Analysis and Review

The consultant shall analyze the project, review the area, evaluate existing conditions, identify potential conflicts, and provide solutions. The proposed multi-purpose trail and all associated features shall be designed in accordance with County of Orange, as well as State of California Department of Transportation (Caltrans) Highway Design Manual standards. Consultant shall provide conceptual design of the multi-purpose trail to incorporate the following:

1. Structural section of paved surface of multi-purpose trail shall be designed to accommodate maintenance vehicles.
2. Landscaping improvements adjacent to multi-purpose trail and at access areas adjacent to public streets.
3. Need for additional walls and/or fencing, such as wrought iron, particularly adjacent to residential properties and access areas.
4. Lighting needs for full scope of project area.
5. Identification of all potential impacts to the surrounding residential dwellings.
6. All required mid-block and/or intersection crossing treatments.
7. All required signing, striping, and other traffic control measures associated with multi-purpose trail and bike lanes or routes.

Consultant shall meet periodically with City staff during the progress of conceptual design for appropriate guidance and coordination.

Plans and Exhibits

Conceptual plans shall be developed in color with landscaping and other hardscape features, and presented in an artistic, architectural style. Plans shall be forty-scale for presentation on 24" x 36" or 30" x 40" large size boards and shall contain notes and legends highlighting main features of multi-purpose trail. Plans shall also be reproduced in 11" x 17" format for distribution.

Typical, scaled cross-sections of the multi-purpose trail, bike lanes and/or bike routes, and all other associated segments shall be developed and incorporated onto presentation boards.

Neighborhood Meetings

The flood control channels are located adjacent to several single and multi-family dwelling units, as well as several businesses. The City shall obtain services of a separate public-outreach consultant to conduct and administer several neighborhood meetings to address all resident concerns regarding the proposed project. The design consultant shall be required to coordinate with the public outreach consultant and shall attend neighborhood meetings as they are scheduled to provide technical information and address questions regarding conceptual design.

Consultant shall provide large-size exhibits of artistic representations of the proposed multi-purpose trail for presentation at neighborhood meetings. Consultant shall periodically meet with public-outreach consultant contracted by the City and City staff to coordinate content for neighborhood meetings.

Survey

A detailed survey is to be conducted of the project area and shall include, but not be limited to the following:

1. Location of all right-of-way and easement boundaries.
2. Location of all underground utilities.
3. Topography, location and elevation of all objects within the project boundaries including, but not limited to fences, walls, trees, shrubs, utilities, poles, signs, flow lines and edges of pavement.
4. The consultant shall further review all right-of-way documentation and identify geometric constraints related to the proposed improvements.

Utility

Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with the affected utility companies regarding locations, resolve conflicts, identify all utilities within the project area, noting specific modifications, and inform staff in writing.

Cost Estimates

Consultant shall prepare detailed cost estimates for construction of the proposed multi-purpose trail. Cost estimates shall include all aspects of construction to fully implement a paved multi-purpose trail in accordance with County of Orange, as well as Caltrans Highway Design Manual standards. Cost estimates shall include implementation of street crossing treatments, installation of bike lanes on Bristol Street, resolution of utility conflicts, and all other related items. Project limits shall be established for possible phased construction.

Content of Proposal

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

1. A brief review of the project containing any suggestions you may have to expedite the project or special concerns that City should be made aware of.
2. Your proposed schedule indicating stages of work and time frames.
3. A list of personnel who will perform work on this project and a brief resume of each, including recent project(s) of similar types they have worked on. Indicate who will be designated as the project manager.
4. A listing of similar projects that your firm has previously completed. Information should include the nature and location of the project, agency/client name along with person to contact.

Criteria for Selection

The selection for an engineering firm for this project will be based upon the following:

1. Understanding of the project.
2. Familiarity and prior experience with similar projects.
3. Ability to complete the engineering services for the project within six (6) weeks from date of notice to proceed.
4. Ability to coordinate and attend all neighborhood meetings with public out-reach consultant throughout the full duration of the public out-reach process.
5. Acceptability of the proposal within the budget limitations for the project.
6. Compliance with all contractual documentation and insurance requirements.
7. In addition the City may conduct oral interviews prior to consultant selection.

Fee Schedule

Although the professional services for this project will not be awarded upon competitive bidding, it is required that your fees be submitted in a separate sealed envelope.

The fee schedule shall include the fixed fee estimates for completing the scope of services, specifying the hours per task by individual, billing rates, subtotal costs by task, and amount not to exceed. The fee shall include all reimbursable costs.

The City of Costa Mesa reserves the right to reject all or any proposals, and no representation is made herein that a contract will be awarded. All costs in the preparation of the proposal, and any aspect of the proposal prior to award, will be borne by the consultant.

A sample of the City of Costa Mesa Professional Services Agreement for these services is attached for use in preparing your proposal. The minimum insurance coverage and endorsement requirements are stated within the agreement form.

Interested firms are invited to submit professional services proposals no later than 5:00 P.M. on September 14, 2007 to the City of Costa Mesa Transportation Services Division, 77 Fair Drive, Costa Mesa, CA 92626. Should you require any additional information, please call David Cho, Assistant Engineer, at (714) 754-5017.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter N.", with a horizontal line drawn above it.

PETER NAGHAVI, Manager
Transportation Services

Attachment

c: William J. Morris, Director of Public Services
Raja Sethuraman, Associate Engineer
David Cho, Assistant Engineer
File

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES



November 14, 2007

Mr. Peter Naghavi
City of Costa Mesa
Transportation Services Division
77 Fair Drive
Costa Mesa, CA 92628-1200

Re: Revised Proposal for Professional Services for Conceptual Design of Multi-Purpose Trail

Dear Mr. Naghavi:

KFM Engineering, Inc. appreciates the opportunity to submit our revised proposal for the subject project. As evidenced in the enclosed information, KFM has extensive experience in completing trail preliminary and final design projects.

The proposal herein is structured as follows:

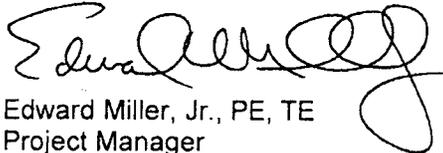
- 1.0 PROJECT APPROACH**
- 2.0 PROJECT TEAM**
- 3.0 RELEVANT EXPERIENCE**
- 4.0 SCHEDULE**

Our revised cost proposal is included under separate cover per the requirements of the RFP.

We have reviewed the sample City contract attached to the RFP and take no exception. KFM maintains insurance coverage which meets all requirements and coverages stated in the contract.

We trust this information herein is complete. If you have any questions or require additional information, please do not hesitate to contact myself or Ed Miller.

Respectfully Submitted,


Edward Miller, Jr., PE, TE
Project Manager

1.0 PROJECT APPROACH

1.1 Project Overview

The proposed multi-purpose trail project is clearly an important improvement for Costa Mesa area residents. The development of a conceptual trail plan will help identify the many significant issues for implementation of the design along the existing flood channels and provide a foundation for providing a much needed pedestrian and bike corridor.

The urban trail will serve as a backbone trail, enhancing community mobility and quality of life by providing access to local schools (especially Costa Mesa High School and Orange Coast Community College), shopping, recreation and employment. To build a successful trail into a community asset will require sensitivity to landscape issues, drainage, trail surfacing, maintenance, security concerns, trail signage, accessibility, traffic safety and property line interface to adjacent residential neighborhoods.

The KFM team has dealt with all of the issues involved in urban trail design in flood corridors, railroad corridors and in other public and open space settings. Public outreach has been an extensive aspect of our experiences from Los Angeles to San Diego County. Our teams experience on similar projects is summarized in Section 3.0 of this proposal.

In preparation of this proposal, KFM has walked the entire length of the project and documented it with photographs. We have also obtained assessors parcel maps and right of way record maps to identify any potential right of way impacts.

1.2 Scope of Work

Task 1 – Collect Record Information

KFM shall collect all record information including, but not necessarily limited to, the following:

- *As-built Drawings*
- *Assessors Parcel Maps**
- *Right of way Record Drawings**
- *Utility Record Plans/Atlas Sheets*
- *Survey Benchmark Information*
- *Centerline Intersection Ties*

*denotes information already obtained.

Task 2 – Field Survey

KFM shall establish horizontal and vertical control in the field and set aerial targets for aerial mapping.

Task 3 – Aerial Topographic Mapping

Digital Mapping Inc. will provide an ortho photogrammetric base map for the project. Mapping shall be completed at a scale of 1"=40'. The mapping will be 100 feet wide and will cover the project over from Fairview Road to Santa Ana Avenue, an approximate distance of 10,700 feet. The mapping will depict all existing site features including fences, walls and above-ground utility boxes.

Task 4 – Base Mapping

KFM shall prepare project base maps using the following procedure:

- Step 1** Load aerial topographic maps provided by DMI into KFM's CADD system.
- Step 2** Add all pertinent information, including utility locations obtained under Task 1 and 5 to the base maps.
- Step 3** Field review base map and modify as necessary.

Task 5 – Utility Investigation and Coordination

- a) Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- b) Plot utility lines on Base Map (Task 4).
- c) Cross check plotted locations above with field review information to insure that existing lines are shown in the proper location.
- d) Upon finalizing the proposed conceptual improvements, determine where potential utility conflicts exist and where utility modifications are warranted.
- e) Coordinate with affected utility companies regarding conflicts, relocations and improvements. All correspondence with utility companies shall be sent vial certified mail and copied to the City of Costa Mesa.

Task 6 – Analysis and Review

Analyze the project, review the area, evaluate the existing conditions, identify potential conflicts and provide solutions. The proposed multi-purpose trail and all associated features shall be designed in accordance with County of Orange, as well as State of California Department of Transportation (Caltrans) Highway Design Manual standards. KFM shall provide conceptual design of the multi-purpose trail to incorporate the following:

- 1. Landscaping improvements adjacent to multi-purpose trail and at access areas adjacent to public streets.
- 2. Need for additional walls and/or fencing, such as wrought iron, particularly adjacent to residential properties and access areas.
- 3. Lighting needs for full scope of project area.
- 4. Structural section required for the trail to accommodate maintenance vehicles.
- 5. Needed traffic improvements at intersections and/or mid-block locations including all required signing, striping and other traffic control measures needed for the project.

Meet periodically with Client and City staff during the progress of conceptual design for appropriate guidance and coordination.

Task 7 – Plans and Exhibits

Conceptual plans shall be developed in color with landscaping and other hardscape features and presented in an artistic, architectural style. Plans shall be forty-scale for presentation on 24"x36" or 30"x40" large size boards and shall contain notes and legends highlighting main features of multi-purpose trail. Plans shall also be reproduced in 11"x17" format for distribution.

Typical, scaled cross-sections of the multi-purpose trail, bike lanes and/or bike routes and all other associated segments shall be developed and incorporated onto presentation boards.

KFM can also prepare power point presentations, if desired, at no additional cost.

Task 8 – Public Outreach

CALTROP as a subconsultant team member to KFM Engineering shall develop, in coordination with City staff, a public outreach program for the proposed project. A copy of CALTROP'S scope of work is provided as an attachment. KFM along with Clark & Green shall provide large-size exhibits of artistic representations of the proposed multi-purpose trail for presentation at the neighborhood meetings and City Commission and Council meetings. For purposes of this proposal we envision six (6) neighborhood meetings and two (2) City Council/Commission meetings.

Task 9 – Cost Estimates

The KFM team shall prepare detailed construction cost estimates for trail improvements. Due consideration will be given to phasing the project to give the City funding flexibility.

2.0 PROJECT TEAM

City of Costa Mesa

**ED MILLER, PE, TE
KFM
Project Manager**

**JIM GARVIN, LS
*HUITT-ZOLLARS
Field Survey**

**DAVID JARVI, PE
KFM
Project Engineer**

**BOB CLARK, ASLA
*CLARK & GREEN
Landscape Architect**

**NOELLE AFUALO
*CALDROP
Public Outreach**

***DIGITAL MAPPING INC
(DMI)
Aerial Topographic
Mapping**

SUPPORT STAFF

*** Denotes Subconsultant**

PROJECT ROLE: Mr. Miller is responsible for the planning, design and contract administration of transportation and public works projects.
Project Manager

EDUCATION: **Assignments have included:**

- B.S. in Civil & Environmental Engineering Pennsylvania State University, 1983
- Project Manager for the City of Orange's Santiago Creek/Tustin Branch Bike Trail projects.
- Project Manger of the City of San Juan Capistrano's Enhancement of the Camino Capistrano Historic View Corridor

AFFILIATION:

- American Society of Highway Engineers
- Train Riders Association of California
- Orange County Traffic Engineers Council
- Project Engineer providing engineering overview services to the Orange County Transportation Authority, including the review of Caltrans and consultant plans for upgrading the County freeway system. Duties included preparation of fact sheets on the I-5 and SR 55 widenings and the Imperial Highway Superstreet project, participation in PDT meetings on I-5, and value engineering on various highway projects.

REGISTRATION:

- Registered Civil Engineer (California)
- Registered Traffic Engineer (California)
- Registered Civil Engineer (Arizona)
- Implementation Plan, including alignment drawings, for Imperial Highway Smart Street from the Los Angeles County Line to SR 91, a distance of 12.5 miles. This project traversed the Cities of La Habra, Fullerton, Brea, Placentia and Yorba Linda.
- Project Engineer for preparation of PS&E for the upgrading of 75 changeable message signs on the L.A. County Freeway System for Caltrans District 7. Responsible for the preparation of plans, specifications and estimates for new and upgraded signs, involving surveys, site development, maintenance access, traffic control, power and telephone service, and CADD production.
- Engineer for the traffic design elements of the Lake Forest Drive intersection improvement project for the County of Orange.
- Project Engineer for final design for the Beach Boulevard (SR 39) Smart Street improvements in the City of La Habra. This project included design of improvements to the Beach Boulevard/Imperial Highway intersection. Project was subject to Caltrans District 12 oversight.
- Project Engineer for the widening of the SR55 freeway from 17th Street to the SR-22 freeway, responsible for stage construction and traffic control plans, for a traffic management plan, and for the preparation of a fact sheet.
- Project Engineer for a 1 mile section of the Foothill Transportation Corridor, SR 241, and the Avenida de las Banderas interchange for TCA and Caltrans District 12. Responsible for horizontal and vertical alignment design, development of Digital Terrain Model (DTM), contour grading plans, and organization of CADD production.

DAVID JARVI, P.E.

Education: Bachelor of Science in Civil Engineering
California State University, Chico, 1993

Registration: Registered Civil Engineer (California)

Experience:

Mr. Jarvi has 11 years experience in General Civil and Transportation Engineering. During this time he has worked for different cities and International organizations. As a Peace Corps Volunteer in the country of Malawi (Southeast Africa) for the Municipality of Zomba, he evaluated and assisted consultants on local government development projects, inventoried and evaluated the infrastructure of the Municipality, and instructed subordinates on the usage of computers and their programs. Other duties included assisting the Municipal Engineer with decisions pertaining to the department's structure, building codes, and management procedures.

Past assignments include:

- Katella Avenue Smart Street Improvements, Orange County, California. Design Engineer for sections of the Katella Avenue Smart Street running through the cities of Los Alamitos, Cypress, Anaheim and Stanton. Improvements included precise alignment, intersection widenings, spot widenings for constructing bus bays, traffic signal installations and modifications, and storm drain design. Responsibilities included the preparation of base maps and cross sections, utility coordination, water vault design and the preparation of legal plats and descriptions.
- Anaheim Resort Area (ARA) projects. Design Engineer responsible for base mapping and final design of streetscape retrofit projects on Harbor Boulevard, Ball Road, and Disney Way.
- Project Engineer Tustin Branch Bike Trail Project in the City of Orange
- Project Engineer for the Santiago Creek Bike Trail project in the City of Orange
- Design Engineer for the project report and PS&E for the upgrading of Imperial and La Palma in the City of Anaheim, including right-of-way engineering and utility coordination.
- Imperial Highway Sound Wall, Brea, Orange County. This project was a 890m long sound wall along Imperial Highway. Responsibilities included the preparation of base maps, surveys, preparation of details, structural evaluation, vertical and horizontal layout and the coordination of permits from Caltrans for the City.
- Chapman Avenue Widening, City of Orange, California. Design Engineer for the alignment study for a one mile segment of Chapman Avenue. Responsibilities include the development of base plans and cross sections for the purpose of alignment analysis and the completion of a summary report outlining roadway widening costs and right-of-way impacts for various alignment alternatives.
- Project Engineer/Manager for Rehab of Bus Depot, Malawi, Africa. This project was funded by World Bank and took one and a half year to build. Ninety-percent of all travel done was by bus. The Municipality of Zomba was a major stopping point along the main route and the work done included the construction of new buildings, restroom, a shelter, sidewalks, curb and gutters, and a repaving job.

Robert B. Clark, Jr.

As Principal of Clark & Green Associates, a full service landscape architectural firm established in 1987, Robert Clark brings 28 years of professional experience to Clark & Green Associates.

He graduated with honors from California State Polytechnic University San Luis Obispo in 1979, with a bachelor of science degree in landscape architecture. Recipient of the ASLA Student Design Competition Award, senior year.

Prior to forming Clark & Green Associates, Mr. Clark worked with Peridian Group Landscape Architects and with the Sea Ranch Master Association on its coastal development project.

His work is quite varied ranging from urban design and public spaces to sustainable design, restoration and mitigation. Much of Mr. Clark's career has been spent working with master developers in the design of large-scale planned communities. Since Clark & Green's inception, Mr. Clark has advocated and integrated native California and drought tolerant planting design into projects. Bob Clark has also worked with public agencies, fire authorities and homeowner associations to facilitate an appreciation of our southern California native landscape heritage.

JAMES L. GARVIN, PLS

Vice President

James Garvin has 25 years of experience in the preparation, processing and management of a wide range of mapping projects, including right-of-way mapping, tract maps, parcel maps, condominium plans, Record of Surveys, legal descriptions, Caltrans survey control maps, and ALTA survey maps. He has been responsible for all phases of the project including negotiations, client interface and satisfaction, scheduling, project coordination, production, and quality control.

RELEVANT PROJECT EXPERIENCE

Lincoln and State College Topographic Survey - City of Anaheim, California

As Project Manger, Mr. Garvin was responsible for surveying and right-of-way engineering for the rehabilitation and widening of Lincoln Avenue (+-1200 LF) and State College Boulevard (+-1400 LF) located in the City of Anaheim. Work consisted of: Record map research, centerline monument recovery survey, vertical level run to tie into the City of Anaheim vertical datum, aerial target control, scanned digital aerial photography, 1"=40' scale aerial topographic mapping with 1 foot contour intervals, ground cross-section survey at 25 foot intervals from R/W to R/W, ground design topographic survey for all utilities and design survey at adjacent existing conditions for street widening, calculation of the digital terrain model (DTM) for the roadway surface and preparation of existing condition digital cross-sections, and the preparation of legal descriptions and exhibits for right-of-way acquisition, temporary construction easements and sign easements. Huitt-Zollars was sub-consultant to LAN Engineering.

On-Call Surveying and Mapping Services, County of Orange, EMA

As Project Manager for this on-call contract with the Orange County Surveyor's Office, Mr. Garvin coordinated surveying and mapping services. Tasks completed to date include establishment of high-water take-lines at predetermined elevations along the banks of the Santa Ana River; field boundary and topographic surveys for location of property line monumentation and lines of occupation for a 2-mile section of the Riverside Freeway in Anaheim; final monumentation of Orange County Flood Control boundaries and high-water, take-line limits; detailed topographic survey of encroachment areas within Handy Creek in Orange, and the preparation of a Record of Survey showing the establishment of the centerline alignment for the entire 12-mile length of Santiago Canyon Road.

CITY OF SANTA ANA ON – CALL CONSTRUCTION SURVEYING SERVICES

Mr. Garvin served as the Project Manger for this on-call surveying contract to the City of Santa Ana. As part of this contract Huitt-Zollars provided construction staking services for curb and gutter, street paving, sewer line construction and monument perpetuation corner records (pre and post construction) for this two-mile section of First Street from Bristol Street to Grand Avenue.

REGISTRATION

Professional Land Surveyor: 1990/California/#6343

EDUCATION

Undergraduate Studies – Fullerton, College

PROFESSIONAL AFFILIATIONS

California Land Surveyors Association - State and Orange County Chapter
American Congress of Surveying and Mapping – Southern California Section

3.0 RELEVANT EXPERIENCE

KFM PROJECT EXPERIENCE

PROJECT: Santiago Creek/Tustin Branch Bike Trail
LIMITS: City wide
CLIENT: City of Orange
REFERENCE: Mr. Amir Farahani (714) 744-5566

KFM completed and obtained approval for the Santiago Creek/Tustin Branch Bike Trail concept alignment plan throughout the City of Orange. The project included on-street and off-street alignments and coordination with CA Fish and Game, US Army Corps of Engineers, Orange County Flood Control District and Caltrans.

KFM completed the project plans, specifications and estimate for two completed sections of Santiago Creek Bike Trail from State Route 22 to Tustin Avenue. Both segments included construction within "historic" Hart Park.

PROJECT: Enhancement of Camino Capistrano Historic View Corridor
LIMITS: Adjacent to Interstate 5/AMTRAK San Diego Corridor/Oso Creek
CLIENT: City of San Juan Capistrano
REFERENCE: Ms. Jill Thomas (949) 493-1171

KFM prepared the preliminary engineering for the Transportation Enhancement Activity (TEA) funded enhancement of Camino Capistrano Historic View Corridor. The project goal was for the transformation of this historic City byway into a promising City park and regional trail juncture of important regional recreational and historical significance.

The project included the evaluation of opportunities and constrains of the plan with local residents, Caltrans, the Orange County Flood Control District and a Native American tribe.

PROJECT: Katella Avenue Smart Street Improvements Phases 1 and 2
LIMITS: Interstate 5 to Ninth Street
CLIENT: City of Anaheim
REFERENCE: Ms. Natalie Meeks (714) 765-5175

KFM completed and obtained approval of an Alignment Study and final design for the widening of 3 miles of Katella Avenue along the Disneyland and Anaheim Convention Center frontages. This project included the widening of four major intersections, namely Katella/Haster, Katella/Harbor, Katella/West and Katella/Walnut. The construction of Phase 1, from I-5 to Harbor Boulevard, was completed in June of 1999. Phase 2, extending from Harbor Boulevard to Ninth Street, was completed in November of 2000. The total construction value of both phases was approximately \$35 million.

PROJECT: Northwood Namons Bike Trail
LIMITS: Abandoned RR R/W
CLIENT: City of Irvine

KFM completed conceptual and final design for a 1.6 mile long all-surface bike way in abandoned railroad right of way in the City of Irvine. This project included extensive grading, drainage, landscape and lighting improvements as well as the traffic safety improvements at three roadway intersection.

CLARK AND GREEN PROJECT EXPERIENCE

PROJECT: Bastanchury Road Widening and Slope Revegetation
CLIENT: City of Fullerton
CONTACTS: Rick Kreuzer - KFM Engineering (949) 580-3838

Responsibilities include conceptual design, construction documents and a construction cost estimate for 2-1/2 acres of City R.O.W., multi-recreation trail impact and Army Corps jurisdictional flood control land. Developed a drought tolerant hydroseed mix for low maintenance areas and a native re-vegetation plan for Brea Dam Flood Control Basin area impacted by the Bastanchury Road widening.

PROJECT: Bastanchury Park and Regional Trail
CLIENT: LSF II/City of Fullerton
CONTACTS: Susan Hunt -City of Fullerton (714) 614-1968

Responsibilities included project management, consultant coordination, and public review process for a 10.5 acre Park including 1/3 mile of multi-recreation trail, sports fields, basketball court and 1.4 acres of riparian habitat mitigation. The project was completed in November 2005.

PROJECT: Castleview Park
CLIENT: City of Riverside
CONTACTS: Andrew Emery, Senior Park Planner (714) 782-5594

Schematic design, construction contract document preparation and construction administration. This 26.6 acre park with natural riparian stream course is protected by U.S. Department of Fish and Game. Project includes the protection and revegetation of the native plant community in coordination with development of interpretative trails, open turf plan areas, picnic areas and children's play areas.

PROJECT: Corriganville Community Park
CLIENT: Rancho Simi Valley Open Space
CONTACTS: Don Hunt, Planning Director (805) 584-4418

This 60 acre first phase will include picnic areas and hiking trails, in addition to historically accurate re-creations of former buildings in the famous western movie set/tourist theme park on the eastern end of the Simi Valley. This phase will also include a 5,000 square foot Visitor Center, maintenance/storage building, caretakers residence and restrooms, as well as utility infrastructure, flood control and street improvements.

PROJECT: Northwood Bikeway Corridor
CLIENT: KFM Engineering/City of Irvine
CONTACTS: Rick Kreuzer, Project Engineer (949) 580-3838

This 1.6 mile long bikeway greenbelt included design, construction documents and construction administration. This Class I trail is part of a 70 foot wide abandoned railroad easement/linear park providing a vital pedestrian/bikeway link between Culver Blvd. and Jeffrey Road.

PROJECT: Oak Canyon Community Park, Agoura Hills, California
CLIENT: Rancho Simi Valley Open Space Conservation Agency
CONTACTS: Kathy Blansett, (805) 584-4422

This 150 acre community park is in the Medea Creek area of Agoura. The park includes picnic area, play areas, an amphitheatre, archery range, wetland restoration, wildlife feeder ponds, a maintenance yard and caretakers residence, carefully set in a beautiful oak woodland and coastal sage scrub environment. A two mile bicycle and pedestrian path transverses the park connecting an upstream isolated residential community through the park and down to Oak Park High School.

PROJECT: Sunset Aquatic Regional Park General Development Plan and EIR - Seal Beach, California
CLIENT: Harbors Beaches and Parks Division, Orange County Environmental Management Agency

The development of the 33 acre second phase of this 63 acre regional park, marina and wildlife habitat required a complete General Development Plan documenting all aspects of the proposed improvements including the preparation of a full EIR. A coastal development permit will be obtained prior to construction.

PROJECT: Tustin Branch Trail
CLIENT: KFM Engineering, Orange County Environmental Management Agency

This project consisted of the public consensus planning effort to link together creek side, rail corridor and public street system of bike trails to create a three mile system. This complex effort resulted in the approval of a first phase of construction along Santiago Creek between Hart Park and the Newport freeway with eventual linkages to the Santa Ana river trail.

COST PROPOSAL

	Hours	Rates	Cost
Task 1- Develop and implement Public Outreach Plan			
Project Manager	8	\$55.68	\$445.44
Sr. Outreach Specialist	4	\$50.80	\$474.08
Outreach Specialist	2	\$33.86	\$ 67.72
Subtotal for Task 1			\$987.24
Task2- Database Maintenance and Public Meeting Notification			
Project Manager	5	\$55.68	\$278.40
Sr. Outreach Specialist	10	\$50.80	\$508.00
Outreach Specialist	40	\$33.86	\$1,354.40
Subtotal for Task 2			\$2,140.80
Task 3- Schedule and Attend Up to Six (6) Public Meetings			
Principal in Charge	15	N/C	0
Project Manager	30	\$55.68	\$1,670.40
Sr. Outreach Specialist	36	\$50.80	\$1,828.80
Outreach Specialist	36	\$33.86	\$1,218.96
Translator	24	\$32.34	\$776.16
Subtotal for Task 3			\$5,494.32
Task 4- Development of Project Collateral Materials			
Principal in Charge	8	N/C	0
Project Manager	15	\$55.68	\$835.20
Sr. Outreach Specialist	10	\$50.80	\$508.00
Graphic Designer	40	\$51.82	\$2,072.80
Translator	10	\$32.34	\$ 323.40
Subtotal for Task 4			\$3,739.40
Task 5- Attend City Council Meetings and Prepare Presentations			
Principal in Charge	10	N/C	
Project Manager	10	\$55.68	\$556.80
Sr. Outreach Specialist	10	\$50.80	\$508.00
Outreach Specialist	10	\$33.86	\$338.60
Subtotal for Task 5			\$1,403.40
Task 6- Lead Public Meetings/ Presentations/ One-on-One Meetings			
Project Manager	20	\$55.68	\$1,117.20
Sr. Outreach Specialist	16	\$50.80	\$812.80
Outreach Specialist	8	\$33.86	\$270.88
Subtotal for Task 6			\$1,396.88
Other Direct Expenses			
Includes collateral printing and postage and refreshments at public meetings. Also includes vehicles, cell phones, office supplies and other items needed for team to perform services.			\$7,500.00
Total for Outreach Services			\$22,662.04

EXHIBIT C
FEE SCHEDULE



**CITY OF COSTA MESA
MULTI-PURPOSE TRAIL IMPROVEMENTS**

**EXHIBIT A
FEE SCHEDULE**

TASK	KFM STAFF			SUBCONSULTANTS				SUBTOTAL SUBS	TOTAL
	PM (\$150)	PE (\$100)	SUBTOTAL KFM	C & G	HZ	DMI	CALTROP		
1. Collect Data	1	6	\$750					\$0	\$750
2. Field Survey	2	2	\$500		\$6,960			\$6,960	\$7,460
3. Aerial Topographic Mapping	2	2	\$500			\$6,500		\$6,500	\$7,000
4. Base Mapping	2	20	\$2,300					\$0	\$2,300
5. Utility Research and Coordination	2	12	\$1,500					\$0	\$1,500
6. Analysis & Review	24	24	\$6,000	\$5,500				\$5,500	\$11,500
7. Plans & Exhibits	24	48	\$8,400	\$12,400				\$12,400	\$20,800
8. Public Outreach	36	36	\$9,000	\$4,870			\$22,662	\$27,532	\$36,532
9. Cost Estimate	4	8	\$1,400	\$3,035				\$3,035	\$4,435
TOTAL MANHOURS	97	158							
TOTAL FEE	\$14,550	\$15,800	\$30,350	\$25,805	\$6,960	\$6,500	\$22,662	\$61,927	\$92,277

Legend

- PM Project Manager
- PE Project Engineer
- HZ Huitt Zollars
- CG Clark & Green
- DMI Digital Mapping Inc.

EXHIBIT D
PROJECT SCHEDULE

4.0 SCHEDULE

KFM can complete the subject project with 6 weeks of receiving authorization to process with the City of Costa Mesa, summarized as follows:

Task 1- Data Collect	Week 1
Task 2- Field Survey.....	Week 2
Task 3-Aerial Mapping.....	Week 3
Task 4-Base Mapping.....	Week 3
Task 5- Utility Coordination.....	ongoing
Task 6- Analysis and Review.....	Week 4
Task 7- Plans and Exhibits	Week 6
Task 8- Neighborhood Meeting	ongoing (TBD)
Task 9- Cost Estimates	Week6

EXHIBIT E
CITY COUNCIL POLICY 100-5



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATES OF INSURANCE



ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID SN BRYAN-1	DATE (MM/DD/YYYY) 07/10/07
PRODUCER Thorson Insurance Services License No. 0B60856 10 E. Thousand Oaks Bl. #200 Blake Village CA 91362 Phone: 818-889-7240 Fax: 818-889-2580		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
KFM Engineering, Inc. Bryan A Stirrat & Associates 1350 Valley Vista Drive Diamond Bar CA 91765		INSURER A: Commerce & Industry Ins Co	
		INSURER B: American Int'l Specialty	
		INSURER C: St. Paul Fire & Marine Ins Co	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TRIP INDUSTRY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> 10,000 GL ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PROP755-7329	07/16/07	07/16/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll \$1,000 Ded.	CA5053396	07/16/07	07/16/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PROU755-7330	07/16/07	07/16/08	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BW02176777	03/18/07	03/18/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				
	B Professional & Contr. Pollution \$50,000 DED. EACH CLAIM	PROP755-7329	07/16/07	07/16/08	2,000,000 Each Claim 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

* 10 day Notice of Cancellation for Non-Payment of Premium*

The City of Costa Mesa named as additional insured as respects to operations or activities of, or on behalf of KFM Engineering performed under written contract.

CERTIFICATE HOLDER <p style="text-align: right;">COSTAME</p> City of Costa Mesa Attn: Dennis Johnson 77 Fair Drive, 4th Floor Costa Mesa CA 92628	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT NO.

This endorsement, effective 12:01AM, July 16, 2007
 Forms a part of Policy No: PROP7557329
 Issued to: Bryan A Stirrat & Associates Inc. /KFM Engineering
 By: American International Specialty Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
COVERAGE A, B AND C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: City of Costa Mesa

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

It is hereby agreed that Section II of the policy, WHO IS AN INSURED is amended to include as an Insured the person or organization shown in the schedule above as respects Insuring Agreements A, B and C, but only with respect to liability arising out of your ongoing operations performed by you or on your behalf for that insured. Coverage is not afforded for the additional insured's own liability, which arises solely out of its acts or omissions.

The entities scheduled above are covered under this Policy only for limits of liability up to but not exceeding the amount required by the written contract with the insured and subject to the limits of liability of this Policy.

All other terms, conditions, and exclusions shall remain the same.

 AUTHORIZED REPRESENTATIVE
 or countersignature (in states where applicable)

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PAGE 1 OF 1