

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and LAND DEVELOPMENT CONSULTANTS, a California corporation (“Consultant”).

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant prepare plans, specifications and estimates for the rehabilitation of Bristol Street 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 One Hundred Seventy-Two Thousand Six Hundred Seventy Dollars (\$172,670.00).

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 January 20, 2010, 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:

Land Development Consultants
1050 North Tustin Avenue
Anaheim, CA 92807
Tel: 714-630-5770
Fax: 714-630-5773
Attn: Hersel M. Zahab, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5028
Attn: Fariba Fazeli

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. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. 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.

6.24. 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.

6.25. 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: _____

LAND DEVELOPMENT CONSULTANTS


Signature

Date: 11/2/09

HERSEL M. ZAHAB, PRESIDENT
Name and Title

33-0809257
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:



City Attorney

Date: 1/5/09

APPROVED AS TO INSURANCE:



Risk Management

Date: 1/6/09

APPROVED AS TO CONTENT:



Project Manager

Date: 1-7-09

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSALS
FOR REHABILITATION OF BRISTOL STREET**

1. INTRODUCTION

The services required for the subject project consist of the preparation of plans, specifications, and estimates. The engineering work includes; but is not limited to; soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheel chair ramp (WCR) designs, meeting Americans with Disabilities Act (ADA) requirements (must provide detailed drawing for each WCR); planting and trimming trees; determining right-of-ways (ROW); providing separate traffic striping and traffic control plans which shall meet, at the minimum, the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

The limit of the project is Bristol Street from 405 Freeway to Randolph and from Bear Street to southeasterly city limits.

The existing pavement conditions within the project limits are poor. Many factors such as soil condition, weather, aging, traffic, utility work, and tree roots have contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk. The City is planning to reconstruct Bristol Street from Baker Street to 405 FWY and mill and overlay from Bear Street to southeasterly city limits, if the soils report substantiates.

The estimated construction cost is \$3.9 million and includes pavement reconstruction, redesign of existing cross-sections, replacement of existing CMP (if any) storm Drain with RCP and parkway rehabilitation.

The Consultant's key project staff must have at least five years of prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

The Consultant shall provide a separate set of plans and specifications (the plans shall include title sheet, plans, profiles, details, cross sections, etc.) and quantity and cost estimates for each street.

2. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to expedite the project or special concerns of which City staff should be made aware and a project approach containing any additional scope of work tasks you feel are necessary for the successful completion of the project; a description of understanding and ability to meet federal requirements.
- B. A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM) and Project Engineer proposed for this project. The PM will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified with the same requirements as for the main Consultant.
- C. A list of similar, recent projects, which your firm has completed within the last five (5) years on which federal requirements were met. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1) Cover letter stating the total lump sum fee.
 - 2) Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final fee schedule.

Please submit four (4) copies of your proposal.

3. **CONSULTANT SELECTION COMMITTEE**

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of four (4) members who have acted in the capacity of Project Manager for the City on similar projects. The Consultant Selection Committee will evaluate the Consultant on their ability to: Produce a well engineered set of PS&E which will result in a minimum number of construction contract change orders; produce an innovative and detailed set of construction documents which reflect field conditions, including existing drainage and utility locations; perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems; provide the City with adequate estimates, quantity takeoffs, cross-sections, etc., to allow for effective construction management and quality control of the project; provide traffic control and construction phasing that meets the requirements of the various access points to the different businesses, and residential properties within the project limits.

The evaluation of each proposal will be based on technical criteria and qualifications listed within the RFP, reference checks, and other information, which will be gathered independently.

4. ESTABLISHMENT OF FEES

A fee proposal is to be submitted separately in a sealed envelope plainly labeled "Fee Proposal." The fee proposal will not be opened until the Consultant Selection Committee has evaluated the proposals. In conformance with the Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the lump sum cost submitted in the fee proposal.

5. PROFESSIONAL SERVICES AGREEMENT

The City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

6. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include City of Costa Mesa

7. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during progress of design for appropriate guidance and coordination (assume five meetings). The Consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. The Consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.

2. The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.
3. The Consultant shall obtain approval in writing from utility companies for any utility work and clearance.
4. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures. The Consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans).
5. The Consultant shall submit all utility correspondences to the City.

C. Design Survey

The Consultant shall plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for these street projects. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.

The Consultant shall provide the following minimum survey information:

- The Consultant shall perform a topographic survey and prepare base maps at 1"=20'. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25-foot intervals, with elevations at top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X."
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the Consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.

- The Consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at five-foot intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.
- The Consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.
- The Consultant shall also obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.
- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines).

D. Field Engineering

This work shall include determining and marking limits of existing concrete removals as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. Three field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

E. Geotechnical Investigation and Pavement Design:

The Consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The Consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide eight borings:

Cores shall be at least six inches in diameter and three-feet deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.
3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.

4. Provide geotechnical information (including geotechnical analysis) for all eight borings.
 5. Provide and/or recommend the following minimum information in the submitted report:
 - a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value", for all eight borings, at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two and three feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
 6. Calculate proposed pavement structural sections (20-year design life):
 - Asphalt rubber hot mix (ARHM)/asphalt concrete (AC)
 - ARHM over AC over Cement treated Base (CTB)
 - ARHM over AC over CMB; and
 - Proposed alternatives by consultant after material testing for all streets.
 7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
 8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
 9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
 10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
 11. Arrange and tabulate all soil information (existing and proposed) in table format.
- F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City-owned utilities)

The Consultant shall include \$10,000 as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as

requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans.

G. Construction Documents

1. Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
2. Prepare two Resident Engineer's files for each project; they must contain, as a minimum, the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The Consultant shall submit these two files to the City in conjunction with final submittal.

H. Plans

1. The Consultant shall prepare construction drawings, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1" = 20' horizontally and 1" = 2' vertically.
2. The Consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the Consultant shall establish new stations from the nearest street intersections.
3. The Consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades.
4. The Consultant shall plot existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The Consultant shall plot existing improvements in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.

6. The Consultant shall incorporate the following minimum information on plan view: pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).
7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The Consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The Consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the Consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return.
12. Traffic control and detour information shall be included in special provisions of project specifications. Construction traffic detouring shall provide for continuous driveway and pedestrian access at all times during the construction phase of the project to businesses and residents.
13. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

I. Specifications

For each project, prepare complete project specifications, including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each project. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the first sheet. These quantities shall match the proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

K. Project Document Submittal and Plan Information

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of bluelines of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans must also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform *field reviews (walk throughs)* of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on CDs. Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using

AUTOCAD, version 2000. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The Consultant shall prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications during the bidding and construction phases. The Consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

8. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- A. Providing all available existing plans, reports, and records.
- B. Printing and packaging of plans and specifications for bidding.
- C. Advertising for bids and awarding of construction contracts.
- D. Furnishing plans and specifications to the bidders.
- E. Inspecting, controlling construction, and payment to the contractor.
- F. Providing specification format to consultant.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of this contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. 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 RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the 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, which may be incurred by the respondent. All proposals submitted to the City of Costa Mesa become the property of the City.

11. **SUMMARY**

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. All insurance documents must be submitted and approved prior to the award of contract.

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Costa Mesa is planning to rehabilitate/re-construct and mill and overlay the following portions of Bristol Street:

Project Limits	Approximate Length	Proposed Work
405 Freeway to Randolph	3,775 linear feet	Rehabilitate/Re-construct
Bear Street to City Limits	5,350 linear feet	Mill and Overlay

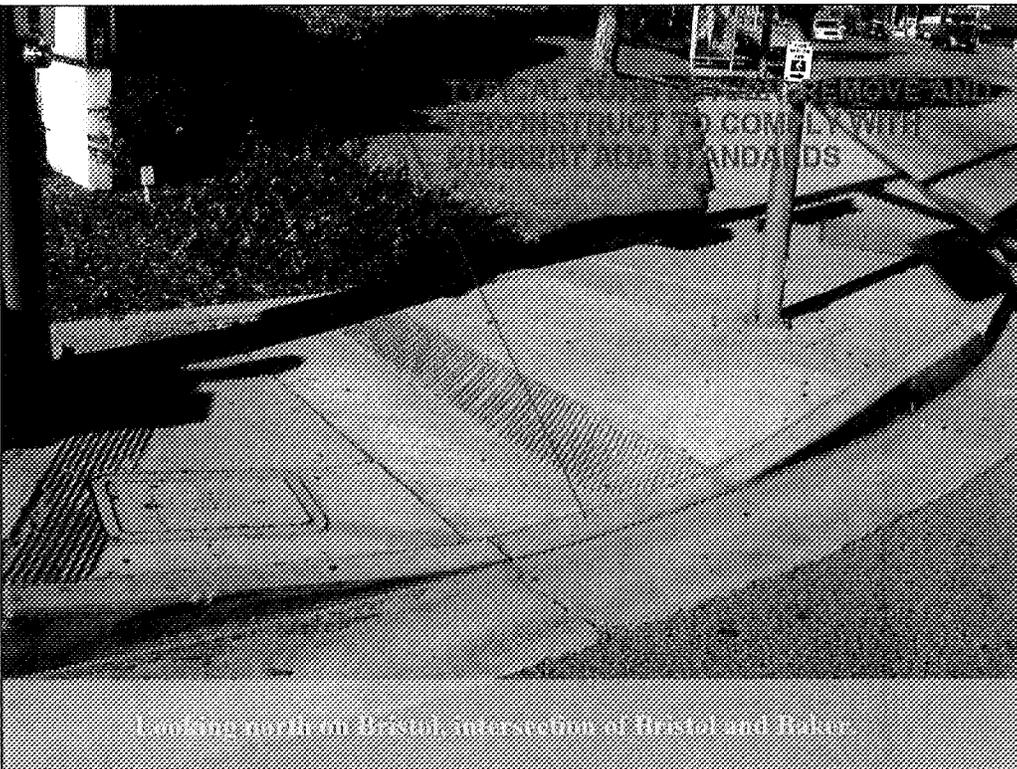
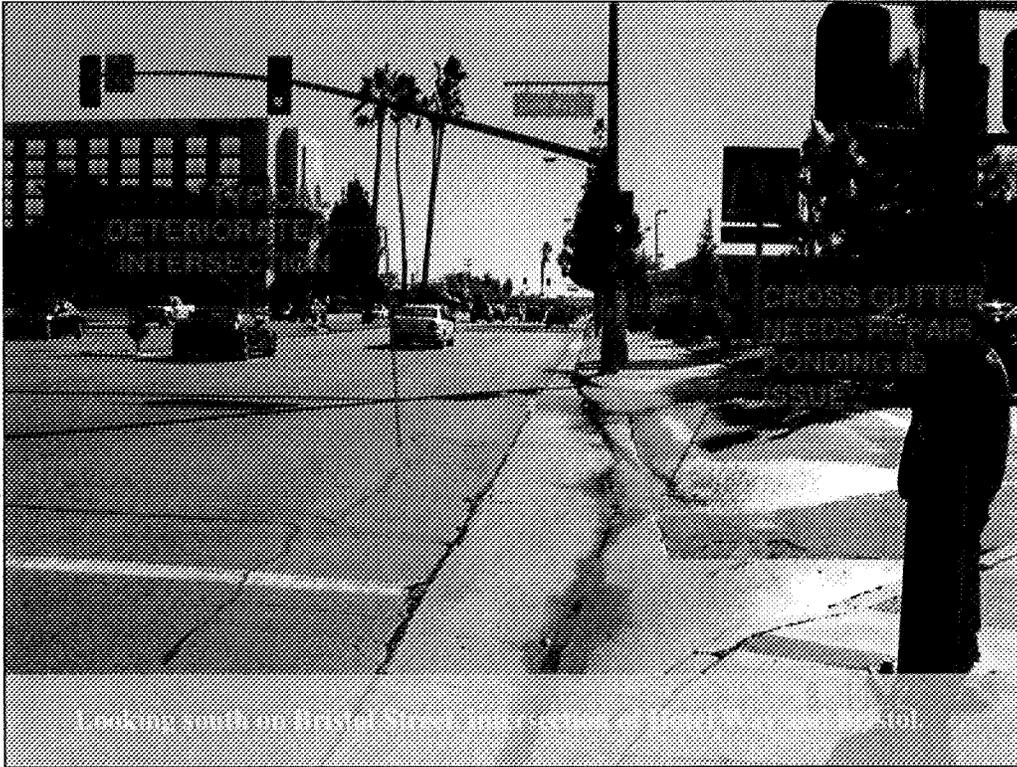
The engineering work and improvements may consist of any of the following, deemed appropriate where necessary: soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheel chair ramp (WCR) designs, meeting Americans with Disabilities Act (ADA) requirements and detailed drawings for each WCR; planting and trimming trees; determining right-of-ways (ROW); providing separate traffic striping and traffic control plans which shall meet the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

Land Development Consultants (LDC) has conducted an initial site visit and has arrived with the following preliminary assessments for the two portions of the project.

FROM 405 FREEWAY TO RANDOLPH

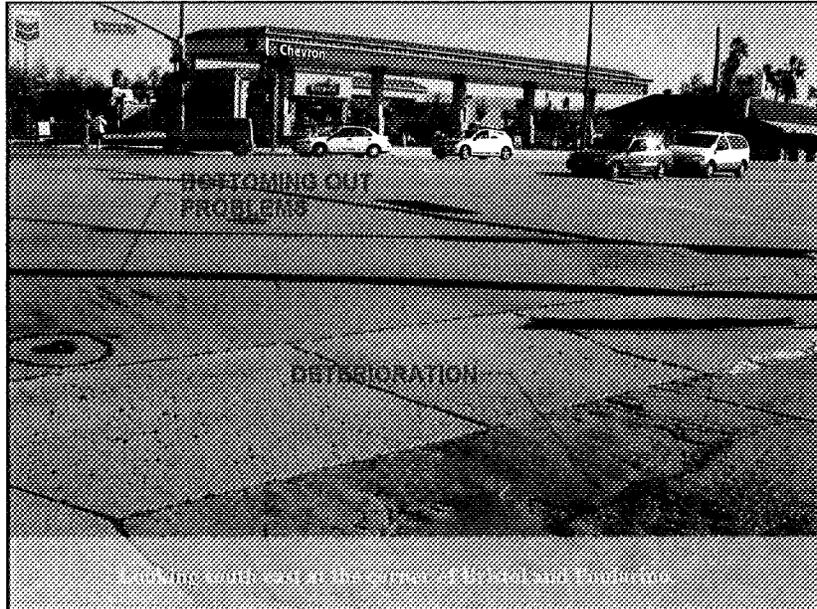
Existing Conditions

Bristol Street, from the 405 Freeway to Randolph Street, is an arterial street, fully improved, with 3 lanes in each direction, with additional lanes for right and left-hand turns. The street also consists of a median or striped median within these limits. The right-of-way on either side of the street seems to vary, but will be established as part of the project. The majority of the street includes a sidewalk on both sides. Driveway approaches and ramps within project limits will need to be assessed for reconstruction and ADA compliance. The portion of this project consists of commercial developments fronting this roadway. It is a high-traffic area and portion of roadway, especially in the vicinity of the 405 freeway.



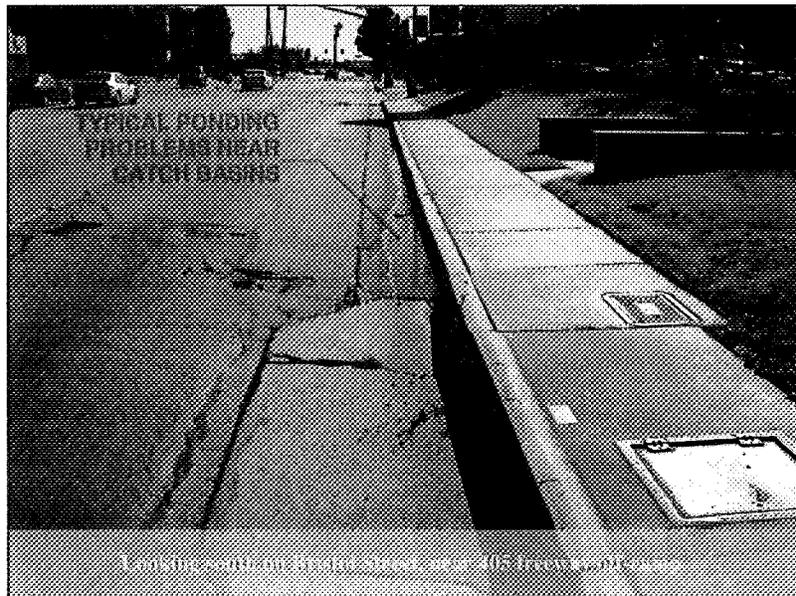
Pavement:

Through an initial site visit, LDC observed various levels of pavement deterioration. There were several intersections which needed reconstruction and rehabilitation due to the pavement conditions and wear and tear. There are severe cracks in certain areas, bottoming out, alligator cracks, and areas worn down from drive, rain, and erosion.

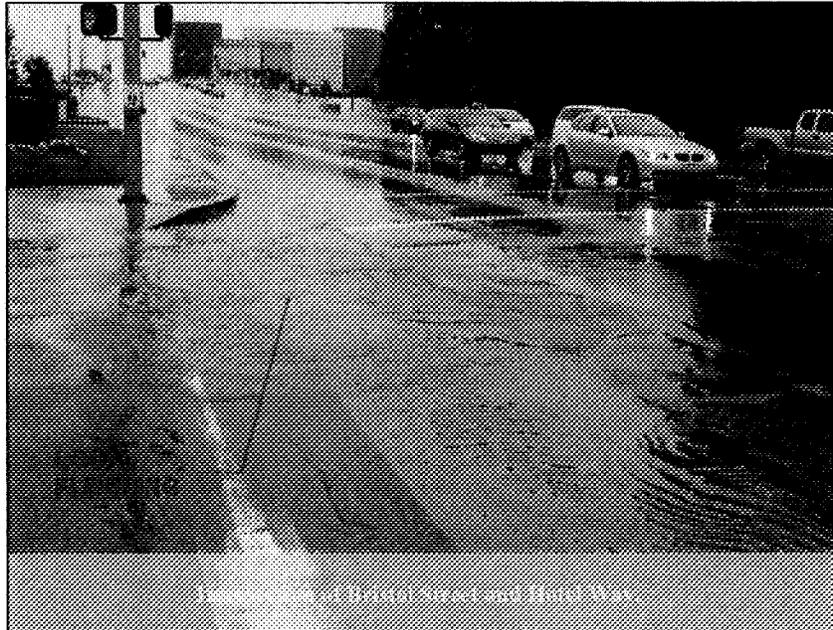


Drainage Problems:

It appears that the drainage problems in this portion of the project are due to inlet control issues and modifications to catch basins including a local depression should be able to alleviate drainage issues. There appears to be flooding problems within the cross gutter at the intersection of Randolph and Bristol Street. This is a newly constructed intersection and it is outside the limits of this project. However, LDC will obtain the necessary topographic survey of this area to assist city staff with redesign of this intersection should there be a need.



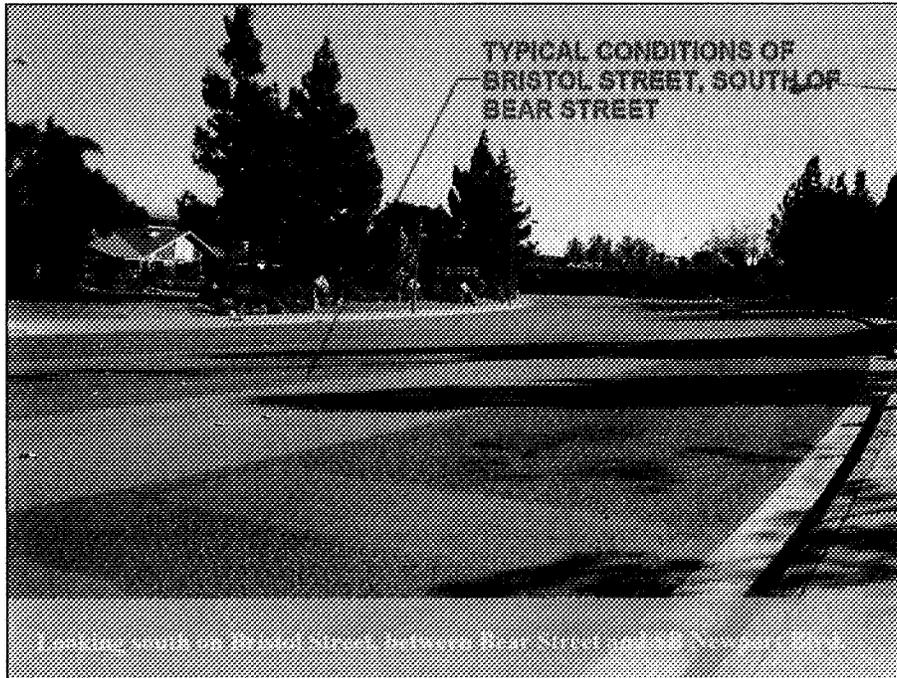
LDC made an extra effort to visit the site during the recent rainstorms (Wednesday, December 17, 2008) to assess the project area during storm activity. It was noticed that there was localized flooding in this area. It is our hopes to resolve flooding issues during the design process in order to ensure that flooding will no longer be an issue for this portion of the project.



FROM BEAR STREET TO CITY LIMITS

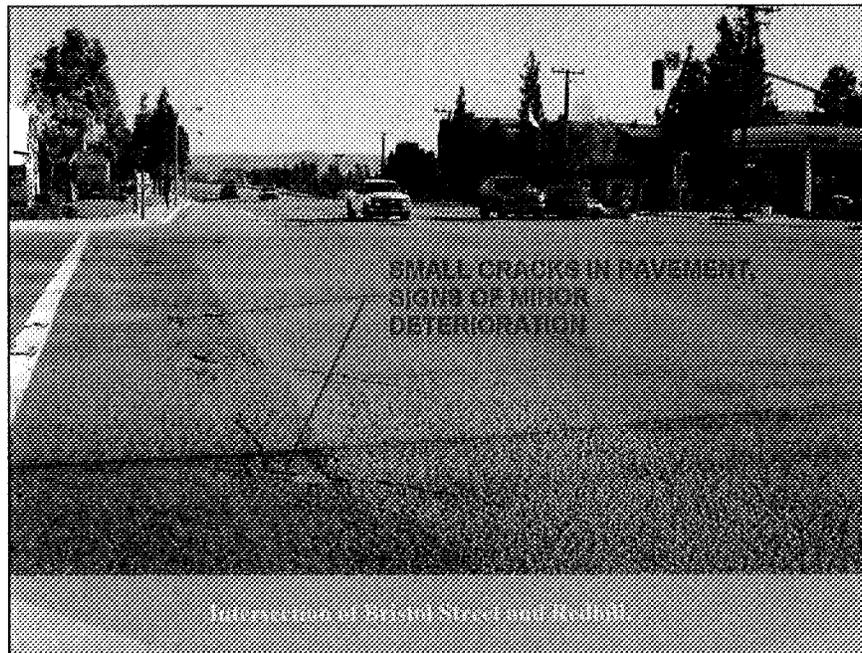
Existing Conditions

Bristol Street, from Bear Street to City limits (near the 73 freeway), is an arterial street, fully improved, with 3 lanes in each direction, with additional lanes for right and left-hand turns. The street also consists of a striped median within these limits. The right-of-way on either side of the street seems to vary, but will be established as part of the project. The street includes a sidewalk on both sides in most areas. Driveway approaches and ramps within project limits appear to meet ADA compliance. This portion of the project consists of commercial developments fronting the roadway. It is a high-traffic area near the 73 freeway.



Pavement:

Through an initial field visit, LDC observed that the pavement conditions in much of this portion of the project were satisfactory and may not need mill and overlay. There were no real crucial areas which seemed to need attention, except perhaps at the intersection of Bristol Street and Redhill, as seen below. LDC did not see any major signs of alligator cracks, deterioration, or bottoming out at intersections.

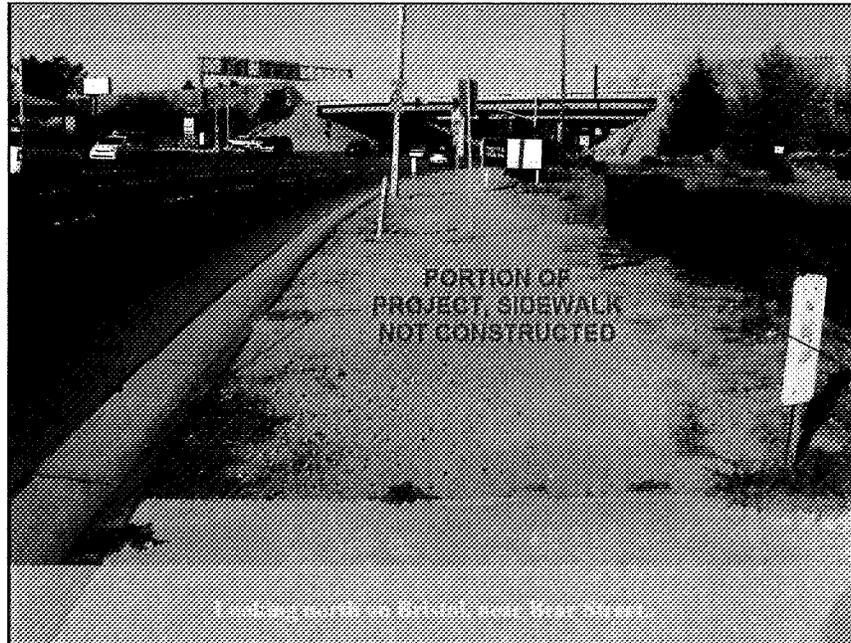


Drainage Problems:

It did not appear that there were any drainage problems in this portion of the project. There were no signs of ponding, flooded areas, or catch basin compaction.

Miscellaneous Assessments:

Overall, this portion of Bristol Street appears to be in good condition. There was a small portion that did not have a sidewalk constructed, near Bristol Street and Bear Street, which may need to be assessed. There are minor cosmetic repairs which may need to be examined, such as handicap ramp and driveway approach ADA compliance, sidewalk repairs, etc., however; overall, this portion of the project needs minor work.

***Plan Research:***

LDC has visited the City of Costa Mesa and has obtained the following improvement plans to aid us with our research: Bristol Street Plan and Profile for project limits, Drawing No. 98-6.3 through 6.10, Santa Ana Avenue Plan and Profile, Drawing No. 98-6.11, Bristol Street Improvement Pavement Rehab Plan, Plan No. 2003-13.3, Bristol Street Rehabilitation Plan, Plan No. 90-04.3, 04.4, Baker Street Storm Drain Improvement Plan and Profile, Plan No. 91-01.7, Santa Ana Delhi Channel Storm Drain Improvement Plans, Plan No. 85-17.2 and 17.3, Storm Drain Realignment for Holiday Inn Plan, S-17-10, Tract Nos. 3500, 4041, and 3631.

It has been mentioned throughout the RFP to look for and notify the city of existing corrugated metal pipe (CMP) storm drain. Through our initial research of record plans, there appears to be no existing CMP pipes within the entire project limits. However, a thorough search will be conducted during the design period to locate existing CMP pipes, if any.

PROJECT APPROACH

LDC believes strongly in effective communication with its client throughout each and every phase of a project. Therefore, our approach is to meet with the City at the beginning of this project to discuss any concerns all parties may have, and to provide

innovative, accurate, and valuable assessments and engineering at all times. We will be in direct communication with the City and all other agencies and parties involved throughout each stage. We will visit the site with the City and provide our knowledgeable assessments for the most up-to-date engineering practices and standards on all issues.

LDC will use aerial topographic methods to achieve a much higher accuracy and informative set of base plans which will be used for preparing the topographic base map as well as the street improvement/construction plans. Aerial topographic methods have been proven to be a very useful and efficient method to achieve more reliable survey plans. LDC proposes to use ground surveying methods for obtaining all and every necessary elevation as outlined in the RFP. We anticipate obtaining roughly 15-25 elevations at each station.

LDC prides itself on focusing on Value Engineering and Green Building. Through Value Engineering, specifically as it relates to this project, it is LDC's suggestion that the large majority of Bristol Street between Bear Street and the city limits, remains as-is. As seen in many of the pictures and through our initial site visit, this portion of Bristol Street does not appear to need any mill and overlay (except for at the intersection of Bristol and Redhill, as exhibited in the picture above), yet perhaps just cosmetic alterations for curb and sidewalks. The street conditions generally appear satisfactory, except for a few minor localized deteriorated areas. It is our hopes as proponents of Green Building that landscape areas are saved, maintained, and suggested in any newly reconstructed areas and the water quality management and stormwater pollution prevention before, during, and after construction is made a priority. We plan to address these matters and handle this portion of the projects with the utmost care and concern.

SCOPE OF WORK

A. Project Analysis and Review, Meetings, and Cost Accounting

LDC will analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. LDC will determine appropriate courses of action and meet periodically with City staff during progress of design for appropriate guidance and coordination (assuming five meetings). LDC will prepare meeting minutes, which will be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. LDC will notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.

2. LDC will coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; will determine where interferences with existing facilities will occur as a result of the construction of this project and will resolve any conflicts with utility companies.
3. LDC will obtain approval in writing from utility companies for any utility work and clearance.
4. LDC will comply with the City of Costa Mesa's "Utility Coordination Procedures." LDC will submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans).
5. LDC will submit all utility correspondences to the City.

C. Design Survey

LDC will plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for this street project. Detailed design surveys i.e., crossgutters, wheel chair ramps, driveways, etc., will be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which will be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations. LDC will also provide the minimum survey information as outlined in the corresponding RFP.

D. Field Engineering

This work will include determining and marking limits of existing concrete removals as well as joining existing improvements, which LDC will provide. This work will be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. Three field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

E. Geotechnical Investigation and Pavement Design

Southern California Soils & Testing will perform a geotechnical investigation, design pavement sections, and prepare a soils report, as stipulated in the RFP. They will submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations. Along with this report, SCS&T will provide ten borings, with those specifications met in the corresponding RFP. A boring location map will also be prepared, and they will calculate proposed pavement structural sections. They will analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary, provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for

needed over-excavation for incorporation into bid documents. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual. Obtain permits and provide protection of existing utilities, and arrange and tabulate all soil information (existing and proposed) in table format.

F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City-owned utilities)

LDC will include \$10,000 as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by LDC and approved in writing by the City's Project Manager. LDC understands we will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is LDC's responsibility to ensure all utilities are properly identified and located on plans.

G. Construction Documents

LDC will prepare construction documents which will comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. LDC will also prepare two Resident Engineer's files for each project; which will contain, as a minimum, the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. LDC will submit these two files to the City in conjunction with final submittal.

H. Plans

LDC will prepare construction drawings, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1" = 20' horizontally and 1" = 2' vertically. LDC will reference all stations outlined in the RFP and will plot all necessary items listed in the corresponding RFP. We will also make every effort to incorporate the minimum information on plan view, as expressed in the RFP. The plans will consist of detailed drawings, plan and profiles, and cross-sections, street intersections, and traffic control information. LDC will also detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

Specifications

LDC will prepare complete project specifications, including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents.

J. Quantity and Cost Estimates (QCE)

LDC will provide complete construction quantity and cost estimates. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the

first sheet. These quantities shall match the proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

K. Project Document Submittal and Plan Information

LDC will comply with the following:

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of blue lines of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans will have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans will also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
6. Plans and specifications must be signed and/or stamped by LDC before submitting.
7. LDC will perform field reviews (walk throughs) of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.

L. Bidding and Construction Phase

LDC will attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. LDC will prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications during the bidding and construction phases. LDC will be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

EXHIBIT C
FEE SCHEDULE

LAND DEVELOPMENT CONSULTANTS

December 18, 2008

To: Ms. Fariba Fazeli, P.E., Senior Engineer
CITY OF COSTA MESA
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Re: Fee Proposal for Professional Services for the Rehabilitation of Bristol Street, City of Costa Mesa

Dear Ms. Fazeli,

Land Development Consultants (LDC) is pleased to provide you with our fee proposal for professional engineering services for the rehabilitation of Bristol Street in Costa Mesa. We have combined efforts with Southern California Soil & Testing, Inc. to ensure our prices are competitive and accurate for the services requested.

LDC has calculated our total lump sum fee as \$172,670. This total includes all work needed to be done as outlined in the RFP and as outlined in the corresponding proposal in the "Project Understanding" section. Also, please see the attached fee schedules which outline each project task and the hourly rates for all team members involved.

Again, we greatly appreciate the opportunity to have proposed for this project and we are confident that we are highly qualified and have much experience to perform all aspects of this project accurately, innovatively, and on time. We look forward to working with you and your staff. Should you have any questions, please contact me at (714) 329-0333 or (714) 630-5770, ext. 106.

Regards,

LAND DEVELOPMENT CONSULTANTS



Hersel M. Zahab, P.E.
Principal/Project Manager
scldcinc@pacbell.net

EXHIBIT D
PROJECT SCHEDULE

CITY OF COSTA MESA Rehabilitation of Bristol Street

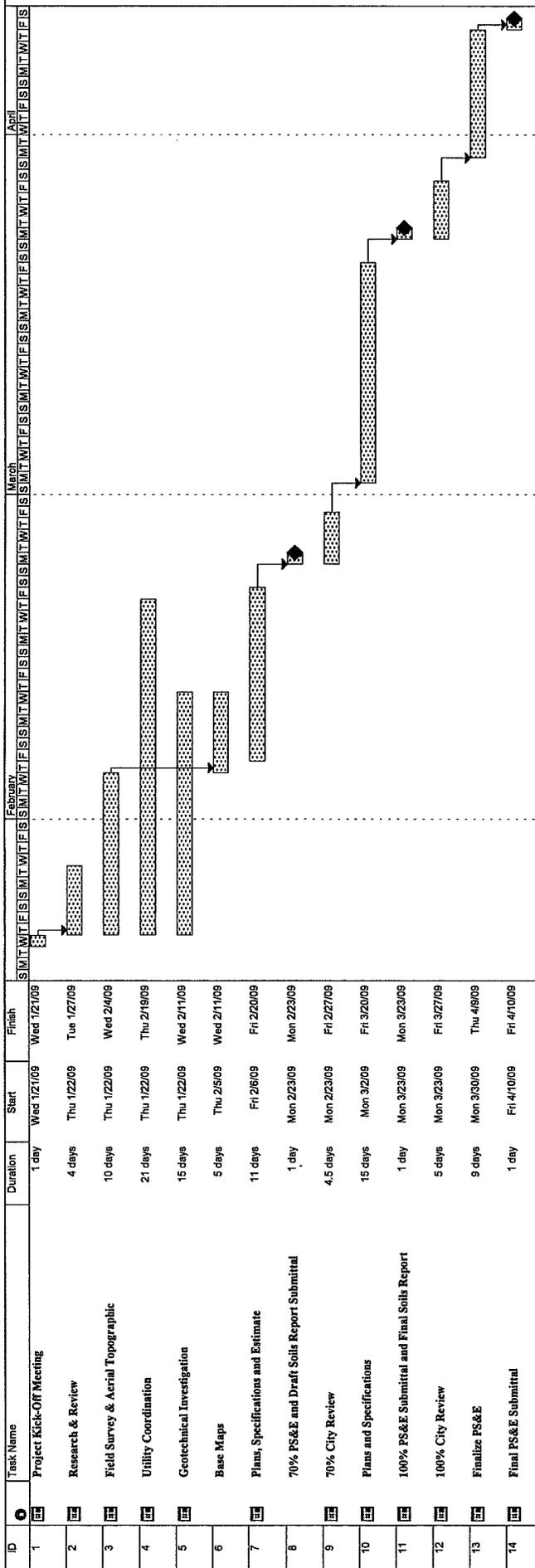


EXHIBIT E

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;

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- 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
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- 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

DATE (MMDD/YYYY)
01/07/2009

PRODUCER (619)574-6220 FAX (619)574-6288
Insurance Office of America, Inc.
DBA IOA Insurance Services
1775 Hancock Street, Ste. 180
San Diego, CA 92110

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 Southern California Land Development Consultant
1050 N. Tustin Avenue
Anaheim, CA 92807

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers P&C Co. of America	25674
INSURER B:	Travelers Indemnity Co of Ct	25682
INSURER C:	Everest National Ins Co	10120
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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
A		GENERAL LIABILITY	6804796L638TIL-08	09/01/2008	09/01/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	6804796L638TIL-08	09/01/2008	09/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ Included
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XSUB6898Y892-08	08/10/2008	08/10/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		FORM #					
		If yes, describe under SPECIAL PROVISIONS below	WC 99 03 76 00			E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Professional Liability- Architects & Engineers	48AE001160-081	04/14/2008	04/14/2009	\$1,000,000 Per Claim	
		CLAIMS-MADE				\$1,000,000 Aggregate	
						\$5,000 Deductible	

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

RE: Bristol Street Rehabilitation, Costa Mesa

City of Costa Mesa, its elected & Appointed Boards Officers, Agents & Employess are Additional Insured (GL only) as per the attached endorsement.

*10 day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

City of Costa Mesa
Public Services Dept
Attn: Fariba Fazeli P.E.
PO Box 1200
Costa Mesa, CA 92628-1200

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Tenuto/MURPHM



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coy-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.