

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2010 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and CIVILSOURCE, INC., a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant design improvements on Broadway between Fullerton Avenue and Irvine Avenue 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.”

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 "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Seventy-Nine Thousand Five Hundred Forty Dollars (\$79,540.00).

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 fifteen (15) months, ending on December 31, 2011, 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. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. 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 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

**6.0. GENERAL PROVISIONS**

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

6.2. Representatives. The City Manager or his 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:

IF TO CITY:

CivilSource, Inc.  
500 Wald  
Irvine, CA 92618

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

Tel: 949-585-0477  
Fax: 929-585-0433  
Attn: Amy Amirani, P.E.

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 "C" 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: \_\_\_\_\_

CIVILSOURCE, INC.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

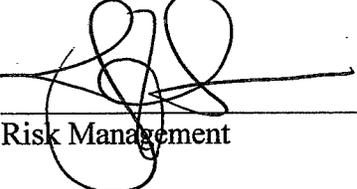
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 9/7/10

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 9/7/10

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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



**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**  
**and**  
**SCOPE OF SERVICES**



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

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FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

July 22, 2010

Ms. Amy Amirani, P. E.  
Civil Source  
500 Wald  
Irvine, CA 92618

**SUBJECT: REQUEST FOR PROPOSALS – DESIGN AND ENVIRONMENTAL SERVICES FOR IMPROVEMENTS ON BROADWAY**

**Dear Consultant:**

The City of Costa Mesa is requesting proposals for professional engineering and environmental services to design improvements on Broadway, a residential street in Eastside Costa Mesa. The scope of services generally consists of preparation and processing of environmental documents and civil engineering design plans including the following improvements:

- Narrowing of Roadway Width by Reconstructing Curb/Gutter on One Side
- Sidewalks
- Medians and Chokers
- Irrigation and Landscaping

The limits of the project are between Fullerton Avenue and Irvine Avenue. The attached Exhibit "A" provides conceptual drawings of the proposed improvements. The project is structured in the four following phases:

Phase 1: Existing Plan Review, Survey and Preliminary Design

Phase 2: Environmental Analysis and Approval

Phase 3: Final Civil Engineering Design

Phase 4: Federal Approval for Construction and Construction Support

## **BACKGROUND**

In 2008, the City was awarded Federal Safe Route to School (SRTS) funds to implement traffic calming measures on Broadway to address resident concerns for speeding and to improve pedestrian and bicyclist safety. Broadway, with on-street bicycle lanes and parking lanes, is unusually wide for a residential street. Narrowing the curb-to-curb width of Broadway is proposed by shifting the curb face of the north side by approximately four feet. The additional width provides an opportunity for parkway landscaping or sidewalk where it is currently missing.

Traffic calming devices such as chokers and medians with landscaping and trees are also proposed to provide a visual effect of a narrower street.

In order to obtain resident input, City held City Council and neighborhood outreach meetings over the past six months. Four different improvement concepts were developed and reviewed with the residents. The concept shown in Exhibit "A" was selected by the City Council for the design phase.

### SCOPE OF SERVICES

The project scope includes the implementation of traffic calming measures on Broadway between Fullerton Avenue and Irvine Avenue to address traffic speeding and improve pedestrian and bicyclist safety. Several aspects are included in the project to achieve this objective:

1. Narrow the Curb-to-curb Width of Broadway

The existing curb-to-curb width of Broadway between Fullerton Avenue and Tustin Avenue is 50 feet and the curb-to-curb width between Tustin Avenue and Irvine Avenue is 42 feet. The north side of Broadway is proposed to be narrowed with construction of new curb and gutter. All driveways, existing sidewalks, on-street parking and bicycle lanes are proposed to be maintained. The additional parkway shall be utilized for landscaping or sidewalk dependent on existing features and obstructions.

2. Construct Traffic Calming Devices

Chokers on Broadway at every intersection within the project limits are proposed as well as chokers, medians, or tree wells at select mid-block locations. Landscaping and trees shall also be incorporated into these devices.

3. Construct Missing Sidewalk

Sidewalk on Broadway is proposed to be constructed on both sides where it is currently missing. Various obstructions and features such as mailboxes, driveways, utility poles, and other private encroachments shall be addressed during design to accommodate new sidewalk.

4. Landscaping and Irrigation

Landscaping and trees shall be incorporated into traffic calming devices and parkway areas. Detailed landscaping and irrigation plans shall be developed with consideration for low-water and drought-tolerant landscaping. Plans shall conform to the City's Streetscape and Median Development Standards and shall be reviewed for consistency by the City's arborist.

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

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

*PHASE I – Topographic Survey, Field Condition Assessment, Preliminary Design, & Resident Meetings*

This phase consists of defining the physical conditions and utilities within the project area, the preparation of preliminary design plans and establishing the design features proposed. Work shall include the following:

1. Meet with City staff to define and clarify the work plan and project elements. The City will provide data collected to date and conceptual plans for consultant use. It is the consultant's responsibility to verify the accuracy of all information provided by the City.
2. Review all City-supplied information, including conceptual plans and neighborhood concerns.
3. Perform additional topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Research and establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.
5. Plot the detailed survey notes and electronic mapping files at 40 scale using CAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, manholes, and all other physical features.
6. Preliminary design work includes plans for roadway narrowing, construction of traffic calming devices, construction of missing sidewalks, and installation of landscaping and irrigation. The preparation of cost estimates shall be included.

Community Outreach:

Traffic calming devices at certain locations may have impacts to property frontages of affected residences. The City has held two neighborhood meetings, a City Council Study Session and City Council Public Hearing, to identify the project concept. Consultant is required to continue this outreach to the community during the design process under City's direction. For the purposes of this proposal, assume up to two community outreach meetings and a City Council presentation. The Consultant will plan, prepare and conduct these meetings based on discussions with the City. The City will assist in providing notification to residents.

*PHASE II - Environmental Study*

This phase includes the preparation of a Preliminary Environmental Studies (PES) document analyzing and describing environmental impacts and mitigations of the proposed project, meeting California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. As the Broadway project is federally funded, Caltrans will review and approve all environmental documents. All associated work required to receive environmental compliance shall be included within the subject scope of services, including the preparation of

Field Review form, Aerial Deposited Lead (ADL) study and other environmental studies as required, copying, distribution/ mailing of notices, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports and other materials for the City and Caltrans review, and address all elements to achieve Caltrans environmental clearance.

***PHASE III – Plans, Specifications & Estimates***

This phase includes the preparation of final plans and specifications necessary to construct the project. The consultant is expected to meet twice a month with City staff to discuss the various design elements. This task includes, but not limited to the following:

- A. Construction Documents** - Prepare design plans and profiles at 1" = 20' scale on standard 24" x 36" mylar. Electronic CAD files compatible with AutoCAD 2007 and other document files shall be delivered to City. Complete plans on mylar per City standards. Plan and profile will be required for the existing and proposed elevations. Plans are to be fully detailed to advertise and construct the project. Design shall include roadway, chokers, medians, curb/gutter, sidewalk, and drainage improvements, streetlights, landscaping and irrigation, modification signing and striping plans, and traffic control & detour plans, etc. Work shall include:
1. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Comply with Caltrans "Manual on High and Low Risk Underground Facilities within Highway Rights-of-Way."
  2. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations.
  3. Obtain, analyze and document geologic and engineering data average 5 feet in depth at four locations determined by the Engineer, for use in design.
  4. Prepare a Water Pollution Control Plan meeting recent City and State standards.
  5. Consistent with City direction, detailed landscape and irrigation plans shall be prepared detailing all necessary equipment and materials to establish intended enhancements.
  6. Prepare final cross sections at 50' intervals, indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, effect to private property, etc., conforming to City standards. Detailed and complete cross sections shall be submitted with the first plan check.
  7. Traffic control plans are required and must provide continuous driveway and pedestrian access at all times during the construction phase of the project. Traffic control plans shall

identify each construction stage and sequence, provide adequate details on alternate detour routes, developed to minimize impacts to residents. It is intended that all travel lanes remain open during daytime hours, and that existing on-street parking remain functional on at least one side of Broadway during construction in day time and all parking is available during evenings and weekends.

8. For budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final detailed construction quantity and cost estimate.
9. Obtain final design approval from the City, and comply with all applicable requirements.
10. Complete project contract documents and special provisions in a format consistent with current City projects and in conformance with State and Federal guidelines. A copy of the construction contract agreement will be furnished by the City.
11. Prepare and submit two Resident Engineers files, containing at a minimum, final construction quantities and cost estimates with background calculation work sheets; soil and hydrology reports; survey data; Caltrans permit material and relative information.
12. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. The consultant will also be responsible for preparation of final asbuilt plans.
13. The selected consultant shall include all additional items necessary to achieve completion and approval of the final design plans and specifications.

#### **PHASE IV – Caltrans Construction Authorization forms**

The consultant will be responsible for preparing all Federal forms including the Request for Authorization to Proceed with Construction, PS&E Certification, and the subject PS&E package to Caltrans Local Programs. The consultant shall efficiently address all project components as required to obtain State and Federal E-76 Certification.

**Quality Assurance/Quality Control** - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CMP) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other

relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month.

### Content of Proposal

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

1. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organization chart and staffing plan identifying personnel on this project, a brief resume on each individual (two pages max per person) and recent projects on which they have worked of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar street improvement projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).
7. Submittal of **three (3)** duplicate proposals.

### Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings and associated project expenses, be itemized under the following phases:

Phase 1: Existing plan review, survey and preliminary design

Phase 2: Environmental Study

Phase 3: Final Civil Engineering Design

Phase 4: E-76 authorization to initiate construction

**Total Not To Exceed Price - \$ \_\_\_\_\_**

**NOTE:** All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

### Contract Changes

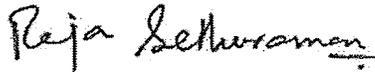
Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior approval** is authorized exclusively **in writing** by the City, without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

Right to Reject all Proposals

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

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4<sup>th</sup> floor City Hall, on or before 5:00 p.m., August 16, 2010. If additional information is required, please contact David Cho, Assistant Engineer, at (714) 754-5017, or via email at [dcho@ci.costa-mesa.ca.us](mailto:dcho@ci.costa-mesa.ca.us).

Sincerely,



Raja Sethuraman  
Transportation Services Manager

Attachments:     1 - Exhibit "A" – Conceptual Improvement Drawings  
                      2 - Sample Professional Services Agreement

c:     Peter Naghavi, Director, Department of Public Services  
       Ernesto Munoz, City Engineer  
       David Cho, Assistant Engineer

**BROADWAY IMPROVEMENTS  
FULLERTON AVENUE TO IRVINE AVENUE**

**LEGEND - EXISTING FEATURES**

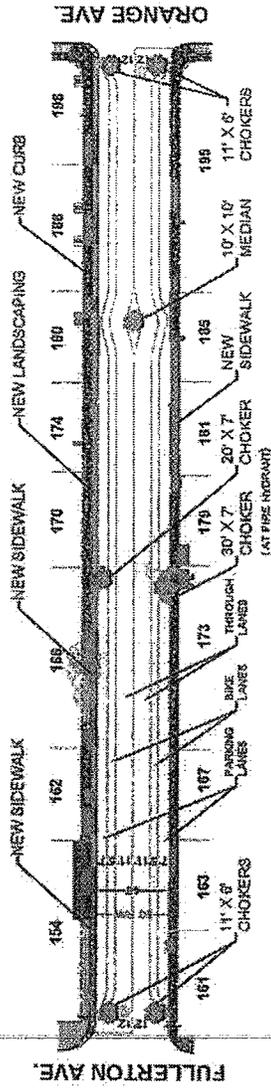
-  EXISTING SIDEWALK
-  RED CURB
-  DRIVEWAY
-  TREE
-  SIGN
-  MAILBOX
-  PILLAR MAILBOX
-  FIRE HYDRANT

**LEGEND - NEW FEATURES**

-  NEW SIDEWALK
-  NEW TRAIL
-  NEW CURB
-  NEW RED CURB
-  NEW DRIVEWAY
-  NEW TREE
-  NEW LANDSCAPING

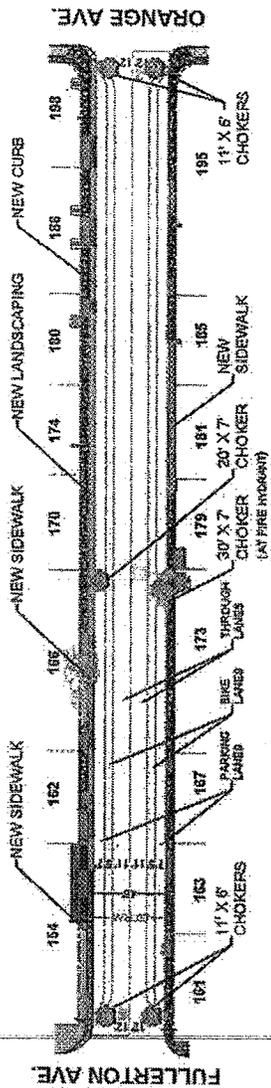
-  DECORATIVE PAVING
-  LANDSCAPING
-  POWER POLE WITH STREET LIGHT
-  WATER VALVE
-  WATER METER
-  GAS UTILITY
-  FENCE
-  CATCH BASIN

# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



PARKING SUMMARY  
TOTAL AVAILABLE = 35  
WITH IMPROVEMENTS = 33  
NET LOSS = 2  
MAXIMUM USAGE = 30

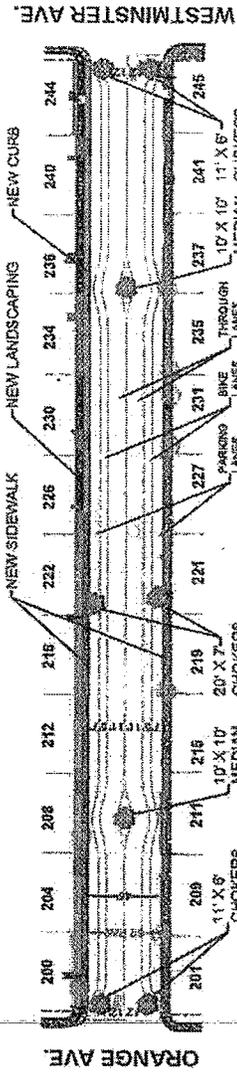
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS AND MEDIANS



PARKING SUMMARY  
TOTAL AVAILABLE = 38  
WITH IMPROVEMENTS = 36  
NET LOSS = 2  
MAXIMUM USAGE = 30

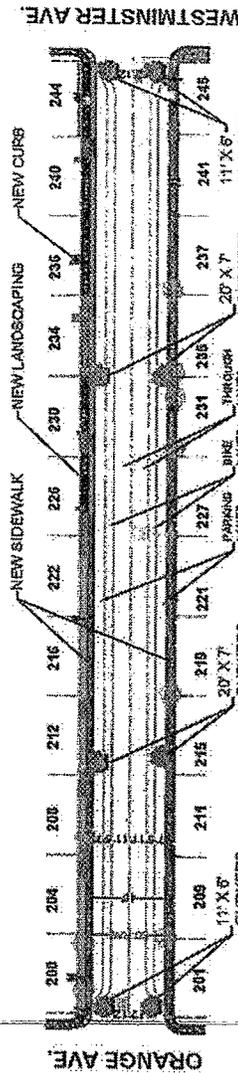
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS

# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



PARKING SUMMARY  
TOTAL AVAILABLE = 36  
WITH IMPROVEMENTS = 27  
NET LOSS = 9  
MAXIMUM USAGE = 24

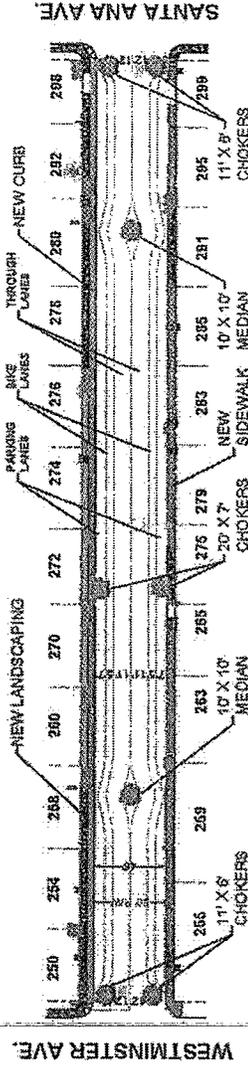
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS AND MEDIANS



PARKING SUMMARY  
TOTAL AVAILABLE = 36  
WITH IMPROVEMENTS = 30  
NET LOSS = 6  
MAXIMUM USAGE = 24

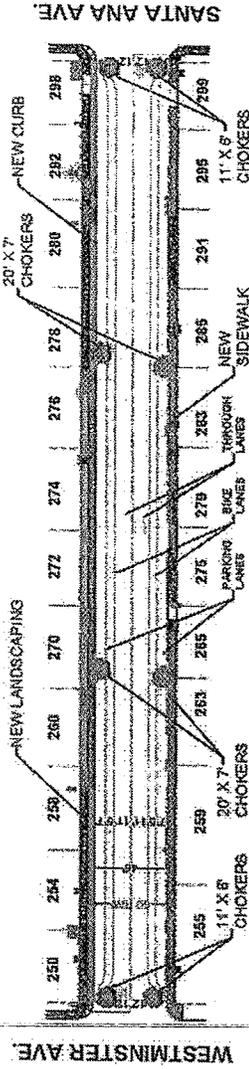
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS

# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



PARKING SUMMARY  
TOTAL AVAILABLE = 41  
WITH IMPROVEMENTS = 31  
NET LOSS = 10  
MAXIMUM USAGE = 22

OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS AND MEDIANS

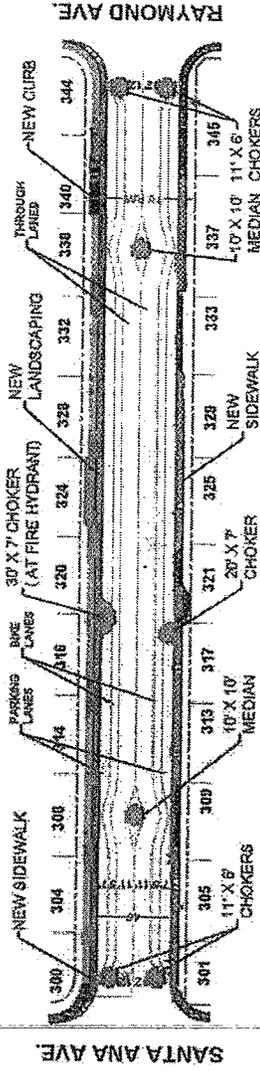


PARKING SUMMARY  
TOTAL AVAILABLE = 41  
WITH IMPROVEMENTS = 36  
NET LOSS = 5  
MAXIMUM USAGE = 22

OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS

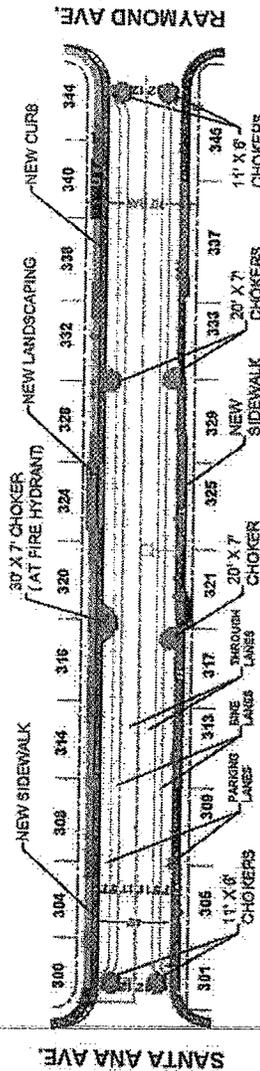
EXHIBIT A

# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



PARKING SUMMARY  
TOTAL AVAILABLE = 36  
WITH IMPROVEMENTS = 26  
NET LOSS = 10  
MAXIMUM USAGE = 23

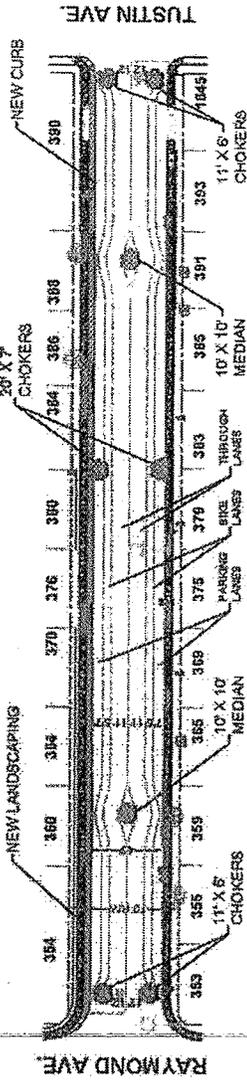
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS AND MEDIANS



PARKING SUMMARY  
TOTAL AVAILABLE = 36  
WITH IMPROVEMENTS = 31  
NET LOSS = 5  
MAXIMUM USAGE = 23

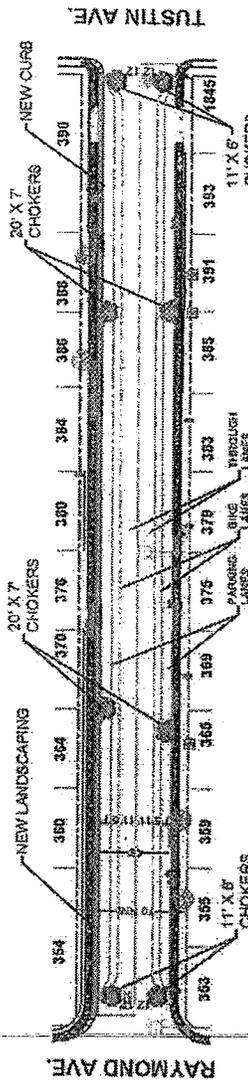
OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS

# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



PARKING SUMMARY  
TOTAL AVAILABLE = 44  
WITH IMPROVEMENTS = 32  
NET LOSS = 12  
MAXIMUM USAGE = 27

**OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS AND MEDIANS**



PARKING SUMMARY  
TOTAL AVAILABLE = 44  
WITH IMPROVEMENTS = 38  
NET LOSS = 6  
MAXIMUM USAGE = 27

**OPTION 4 - MAINTAIN ON-STREET BIKE LANES, 4' CURB SHIFT WITH CHOKERS**



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

August 6, 2010

Ms. Marie Marston, P.E.  
CIVIL WORKS ENGINEERS, INC.  
3151 Airway Avenue  
Costa Mesa, CA 92626

**SUBJECT: REQUEST FOR PROPOSALS ADDENDUM - ENGINEERING AND ENVIRONMENTAL SERVICES FOR BROADWAY TRAFFIC CALMING PROJECT**

**Dear Consultant:**

The following modifies the Scope of Services for Engineering and Environmental Services for Broadway Traffic Calming Project Request for Proposals released July 22, 2010.

**Phase I, Item 3, Page 3** has been modified such that intervals for topographic survey through the project area to establish horizontal and vertical controls have been increased to 25 feet from 10 feet:

3. Perform additional topographic survey extending through the project area to establish horizontal and vertical controls at 25' intervals. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).

Additionally, **Phase III, Item 3, Page 4** is deleted from the scope of services:

3. Obtain, analyze and document geologic and engineering data average 5 feet in depth at four locations determined by the Engineer, for use in design. - **DELETED**

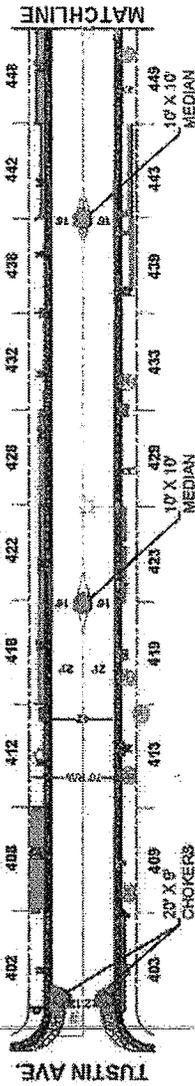
All other items in the Request for Proposals remain unmodified. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4<sup>th</sup> floor City Hall, on or before 5:00 p.m., August 16, 2010. If additional information is required, please contact David Cho, Assistant Engineer, at (714) 754-5017, or via email at [dcho@ci.costa-mesa.ca.us](mailto:dcho@ci.costa-mesa.ca.us).

Sincerely,

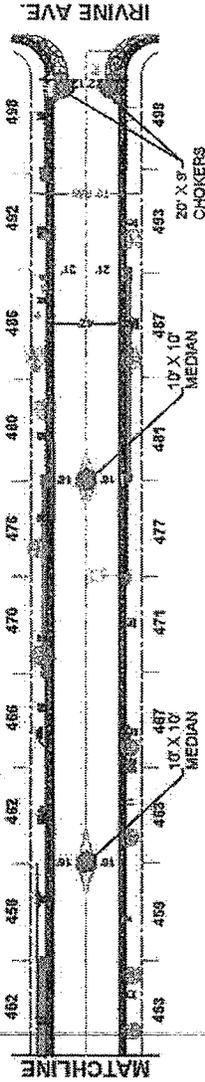
*for*  
Peter Baghavi, Director  
Department of Public Services

c: Ernesto Muñoz, City Engineer  
Raja Sethuraman, Transportation Services Manager  
David Cho, Assistant Engineer

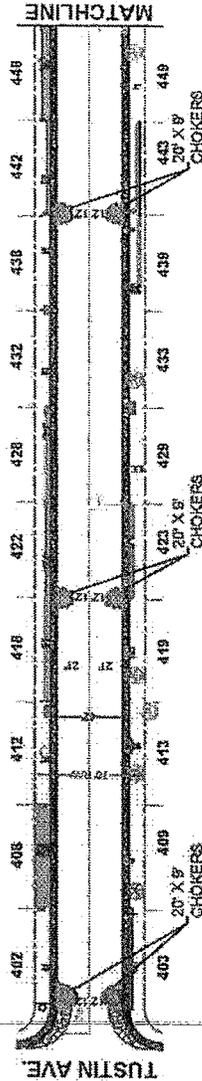
# BROADWAY IMPROVEMENTS FULLERTON AVENUE TO IRVINE AVENUE



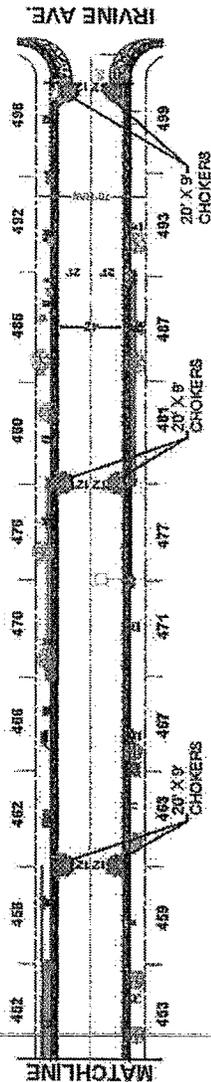
PARKING SUMMARY  
TOTAL AVAILABLE = 112  
WITH IMPROVEMENTS = 92  
NET LOSS = 20  
MAXIMUM USAGE = 56



## 400 BLOCK - MEDIAN OPTION



PARKING SUMMARY  
TOTAL AVAILABLE = 112  
WITH IMPROVEMENTS = 102  
NET LOSS = 10  
MAXIMUM USAGE = 56



## 400 BLOCK - CHOKER OPTION

# EXHIBIT A

**EXHIBIT B**  
**FEE SCHEDULE**

**City of Costa Mesa**

**FEE SCHEDULE**

**Design and Environmental Services for  
Improvements on Broadway**

**CivilSource**

Task No.	TASK DESCRIPTION	HOURS										EXP	ADD	WP	CAD	DE	PE	PM	PD	Hourly Bill Rate	Total Hrs. By Task	FEE			
		\$110	\$100	\$90	\$75	\$45	\$100	\$80	\$60	\$40	\$20														
1	Phase 1 - Existing Plan Review, Survey and Preliminary Design	4	4	4	4	4	4	4	4	4	4											20	\$1,860		
2	Project Management/Analysis/Meeting	4	8	12	8	4																36	\$3,100		
3	Review City Supplied Information																							\$12,400	
4	Design Survey																							\$620	
5	Utility Investigation and Coordination		2	2	2	2																		\$2,320	
6	Plot Detail Survey/All Existing Physical Features	2	12	24	40	12																		\$7,120	
7	Preliminary Design Work	6	6	8	8	4																		\$2,760	
8	Community Outreach and Meetings																								
9	HOURS - DESIGN PHASE	16	36	62	78	22																		\$30,180	
10	Fee - Design Phase	\$1,760	\$3,600	\$5,580	\$5,850	\$990																		\$12,400	
<b>Phase 2 - Environmental Study</b>																									
1	Preliminary Environmental Study - CEQA/NEPA																							\$3,620	
2	Requirements including Field Reviews and ASL Study	2	4																					\$9,000	
3	Address Caltrans/City Comments and Finalize																							\$1,000	
4	Environmental Study and Reports	2	4																					\$1,020	
5	HOURS - CONSTRUCTION PHASE	4	8	0	0	0																		\$0	
6	Fee - Construction Phase	\$440	\$800	\$0	\$0	\$0																		\$5,240	
<b>Phase 3 - Final Engineering Design</b>																									
1	Utility Research and Coordination	2	2	4	4	4																		\$1,260	
2	70% Design Plans and Profiles	2	8	24	80	16																		\$9,900	
3	90% Design PS&E	2	4	12	40	16																		\$5,420	
4	Final PS&E																							\$1,580	
5	Hydrology/Hydraulic Report	2	4	4	8	4																		\$3,240	
6	Water Pollution Control Plan	2	8	16	8	4																		\$1,940	
7	Landscape and Irrigation Plans																							\$11,600	
8	Final Cross Section Plans																							\$3,520	
9	Traffic Control Plans	2	8	12	40																			\$5,100	
10	HOURS - CONSTRUCTION PHASE	14	42	88	220	40																		\$0	
11	Fee - Construction Phase	\$1,540	\$4,200	\$7,920	\$16,500	\$1,800																		\$43,560	
<b>Phase 4 - E76 Application to Initiate Construction</b>																									
1	Prepare Forms and Obtain E76 Certification																							\$560	
2		2	2	4	4	0																		\$0	
3		0	2	4	0	0																		\$0	
4		\$0	\$200	\$360	\$0	\$0																		\$560	
5		\$3,740	\$8,800	\$13,860	\$22,350	\$2,790																		\$79,540	
<b>TOTAL FEE</b>																									

**LEGEND**

- PD= Project Director
- PM= Project Manager
- PE= Project Engineer
- DE = Design Engineer
- CAD = CAD Designer
- WP = Administrative Assistant
- SUB= Sub Consultant

**EXHIBIT C**

**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 D**  
**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2010

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810	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.	
	<b>INSURED</b> Civil Source, Inc. 500 Wald Street Irvine, CA 92618	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Travelers Indemnity Co. of Connecticut</b>	<b>25682</b>
	INSURER B: <b>Travelers Property Casualty Co of Am</b>	<b>25674</b>
	INSURER C: <b>Travelers Casualty &amp; Surety Co of Amer</b>	<b>31194</b>
	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 (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6802810L758 <b>General Liab.</b> excludes claims arising out of the performance of professional services.	07/20/10	07/20/11	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY	BA4592L377	07/20/10	07/20/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY:	EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY	CUP6772Y251 <b>Umbrella form</b> Follow Form Excludes Prof'l Liability	07/20/10	07/20/11	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB6771Y518	07/20/10	07/20/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				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 Prof'l Liab.	105316987	07/20/10	07/20/11	\$2,000,000 per claim	
		Claims Made Full Prior Acts				\$2,000,000 annl aggr.	

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

Re: All Projects as pertains to named insured.  
City of Costa Mesa, its elected and appointed boards, officers and employees are additional insureds on general liability as required by written contract.

**CERTIFICATE HOLDER**

City of Costa Mesa  
77 Fair Drive fourth floor  
Costa Mesa, CA 92628

**CANCELLATION Ten Day Notice for Non-Payment of Premium**

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

*Kathleen A. Vasson*

**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

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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 Cov-

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.