

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES

THIS AGREEMENT is made and entered into this 6th day of August, 2013 ("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 utilize the services of Consultant as an independent contractor to provide engineering design services specifically for the improvements on East 19th Street as more fully described in Consultant's Proposal attached as Exhibit "A"; 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 the specific services described in Exhibit "A" (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 Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit

“A” and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference. Consultant’s total compensation shall not exceed Ninety Three Thousand Nine Hundred and Ninety Five Dollars (\$93,995.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant’s Proposal unless the City 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 supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant’s services which have been completed to City’s sole satisfaction as of the date the invoice is created. City shall pay Consultant’s invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times 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 “C,” 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 July 30, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and

City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, 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:

CivilSource, Inc.
9930 Research Drive, Suite 200
Irvine, CA 92618
Tel: 949-585-0477
Fax: 949-585-0433
Attn: Amy Amirani

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5183
Fax: 714-754-5330
Attn: Pritam Deshmukh

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein 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 agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.13. 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.

6.14. 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.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

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

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

6.19. 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.

6.20. 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

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

6.26. 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.

6.27. 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 Date: _____

Department Director Date: _____

CONSULTANT

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: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

May 31, 2013

Mr. Raja Sethuraman, Transportation Services Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: Proposal for Design and Environmental Services for Improvements on East 19th Street

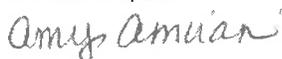
Dear Mr. Sethuraman,

In response to the City of Costa Mesa's (City) request, CivilSource, Inc. (CivilSource) is pleased to present this proposal to perform professional design engineering and environmental services for the East 19th Street Improvements Project. We are committed to meeting the City's needs and offer the following:

- **Knowledge of local environment.** The CivilSource Team has been actively participating in projects within the local area for many years and has successfully **completed several roadway improvement projects for the City of Costa Mesa, including the Broadway Intersection Improvements project which shares many similarities with the East 19th Street project.** This combination of past local experience and present project undertakings produces a project team that is thoroughly acquainted with the local environment and the needs of the City.
- **Project Understanding.** We have evaluated the scope of work and exhibit provided in the Request for Proposal, reviewed accompanying documents, right of way limits, and visited the project site. CivilSource fully understands the scope of work and the constraints and is prepared to provide the City with competent professional engineering services to complete this project.
- **Technical Approach and Methodology.** CivilSource has a proven work plan to complete projects on time, within budget, and with minimal impact to the surrounding businesses and residents. Our quality, cost, and schedule control measures will result in timely and successful completion of the City's project.
- **Past Performance Record.** CivilSource has a proven track record of successfully providing professional services to local agencies throughout southern California, most of which have been repeat clients, including the cities of Brea, Buena Park, Culver City, Cypress, Downey, Hermosa Beach, Huntington Beach, Irvine, La Habra Heights, Laguna Beach, Laguna Woods, Lake Forest, Lomita, Moreno Valley, National City, Norwalk, Pomona, Rancho Santa Margarita, Santa Monica, Villa Park, and Yorba Linda. We encourage the City to contact our references to confirm our successful track record.
- **Competitive Rates.** We understand the budget constraints cities are often faced with. Our proposed fee is negotiable and our references will attest to our willingness to work within any budget.

We believe these strengths make CivilSource uniquely qualified to provide the City with professional services. We thank you for the opportunity to submit our proposal and we look forward to further discussions with you regarding your project. As required, CivilSource agrees to comply with the City's Professional Service Agreement requirements. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at aamirani@civil-source.com.

Respectfully submitted,
CivilSource, Inc.



Amy Amirani, P.E., Principal

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PROJECT UNDERSTANDING

CivilSource's understanding of the project is based on careful review of the Request for Proposal, review of as-builts, a site reconnaissance, and review of jurisdictional agency requirements. This groundwork provides a comprehensive understanding of the key issues anticipated for this project and enables the CivilSource team to promptly and efficiently execute the design for the East 19th Street Improvements.



We understand that the City of Costa Mesa (City) is seeking a qualified consultant to perform professional engineering and environmental services for the design of improvements on East 19th Street. The City was awarded Federal Safe Route to School (SRTS) funds to implement traffic calming measures on East 19th Street in order to address resident concerns for speeding and to improve pedestrian safety. Therefore the scope of services consists of preparation and processing of environmental documents and civil engineering design plans to include the use of Chokers, Median Improvements. The project also includes the design of three (3) Monument signs. One monument sign will be located within the existing median along 19th Street between Newport Boulevard and Fullerton Avenue. The remaining two (2) monument signs will be located at the intersection of Irvine Avenue/East 19th Street. **We have included "Exhibit A" within this section to depict a preliminary layout of chokers at two intersections within the Project.**

The project is structured in the four following phases:

- **Phase 1:** Existing Plan Review, Survey and Preliminary Design, which consists of defining the physical conditions and utilities within the project limits, preparation of preliminary design plans, establishing the proposed design features, and participating in public dialogue and meetings.
- **Phase 2:** Environmental Analysis and Approval, which consists of preparation of a Preliminary Environmental Studies document and all associated work required to receive environmental compliance.
- **Phase 3:** Final Civil Engineering Design, which consists of preparation of the final plans, specifications and estimates necessary to construct the improvements.
- **Phase 4:** Federal Approval for Construction and Construction Support, which consists of preparing all federal forms required to obtain State and Federal E76 certification.

Existing Improvements

To familiarize ourselves with the existing project conditions, the CivilSource team visited the project site and reviewed the following street improvement plans: The existing improvements are summarized as follows:

- East 19th Street is a Secondary Arterial. The existing curb to curb width is 40 ft., the right-of-way width varies from 60' to 80', and the existing street is a two (2) lane roadway with left turn lanes at Newport Boulevard and Irvine Boulevard.
- There are sidewalks on both sides of the street and access ramps at all intersections.

- The longitudinal grade of East 19th Street is very flat, in most cases less than 0.5%.
- Existing underground utilities include storm drain, sewer and water facilities.
- The segment of East 19th Street between Fullerton Avenue and Newport Boulevard already has a raised median. A monument sign will be designed and placed on this segment of the project. No parking is allowed on either side of the street. We do not anticipate the addition of chokers within this segment of the project given that this segment connects to Newport Boulevard.
- The segment between Fullerton and Orange Avenue does allow parking on both sides of the street. We would anticipate the design of four chokers at the 19th Street and Orange Avenue intersection.
- The segment between Orange Avenue and Santa Ana Avenue (including Westminster Avenue) could also allow the addition of chokers at the Westminster Avenue and the Santa Ana Avenue intersections.
- We would also anticipate adding chokers at the Raymond Avenue and Tustin Avenue intersection.
- Two monument signs will be designed and located at the Irvine Avenue and East 19th street intersection.

Specific Considerations and Key Issues

Key issues to be addressed by the development of this project will include no less than the following:

- **Public Outreach.** The project is being constructed in a densely populated residential area with recent history regarding public input about the improvement concepts. Residents will be directly affected by the construction of the proposed improvements. CivilSource specializes in providing quality engineering services with sensitivity to the needs of the community. We encourage full participation in dealing with the public to engage them in supporting community improvements, and we are prepared to participate in public dialogue, three neighborhood community meetings and a City Council presentation regarding this project. The general public needs to be a proactive element of the project. It is incumbent upon the design team to work with the City to inform the public of the project, of the proposed improvements, the schedule, the phasing and anticipated detour plans. CivilSource will provide the required coordination, negotiations, and written correspondence to inform owners of work occurring on or near private property. We will also consider neighborhood needs and constraints in developing plans.
- 
- **Entry Mounment Design.** We understand that more than one department and/or commission within the City may participate in the final approval of the monument sign. We will work with the City in providing a visually appealing design that will fit within the proposed locations.
 - **Environmental Compliance.** Preliminary Environmental Studies and both CEQA and NEPA documentation will ensure the project impacts have been fully evaluated and the project can be ready for design and construction irrespective of funding sources.
 - **Pedestrian Safety.** Having the opportunity to create a truly pedestrian friendly parkway environment is an achievable goal. Addressing traffic calming in this area will provide the City with this opportunity. We understand that addressing other current ADA requirements within the parkway and construction of

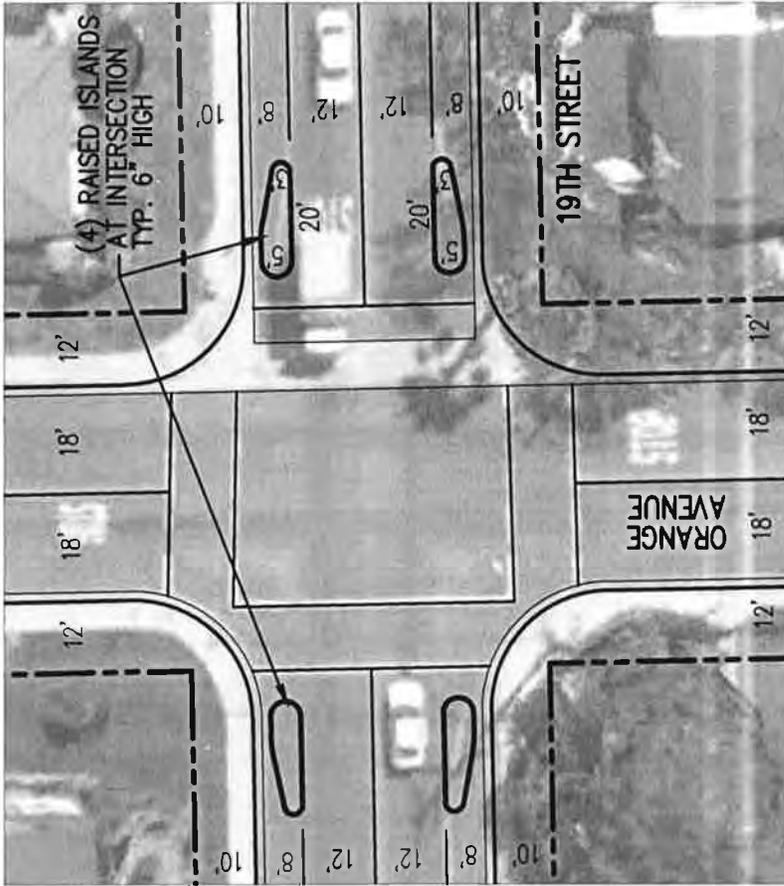
sidewalk around any existing obstructions such as mailboxes, driveways, utility poles and other private encroachments will not be included in the scope of this project.

- **Traffic Engineering.** The Project will require the implementation of chokers and median improvements to calm the traffic across this dense residential area. Our Traffic engineer will make sure that the proposed traffic calming measures are implemented in a safe manner by using proper signing and striping measures. During the preliminary design of this Project we will layout the proposed traffic calming measures and layout all signing and striping requirements. If we need traffic counts we will provide them to support the proposed designs.
- **Drainage.** Our primary goal will be to maintain existing drainage patterns and provide adequate and positive drainage away from private properties to provide the required level of protection for this type of facility. The proposed improvements may impact the existing storm drain and drainage where chokers are required. It is very important to avoid water sheet flowing across the road or building up longitudinally adjacent to the new curb and gutter. A second catch basin at the chokers end corner may be required if the street does not have adequate fall. Another solution, if accepted by the City, is to install a U-channel at the chokers to allow drainage between the chokers and curb. A localized hydrology/hydraulics analysis will be performed to determine the size and spacing of the new facilities and the location, size and capacity of the existing system. If connections to the existing storm drain system are required, based on the as-built plans of the existing system, details will be designed for such connections.
- **Meetings.** Meetings between the successful Consultant and City staff will be crucial during all phases of the project. An initial kickoff meeting will be held in order to establish communications, set protocols, and build the procedural framework for the project. Additional meetings will be conducted between the construction management team, City staff, the engineering design team, the Contractor, utility companies, and other essential parties at interest, to the resolution of construction issues as needed.
- **Existing Improvements.** Based on a review of the project site and the proposed improvements, the project will impact existing improvements such as driveways, sidewalk, landscape improvements, and signs and in a few cases may impact existing private improvements. Our goal will be to avoid as much as possible the removal and replacement of existing capital improvements that have been constructed and to minimize impacts to private improvements. CivilSource will give recommendations for the final design to fit seamlessly with the existing improvements within the project site.
- **Utility/Agency Coordination.** Street and parkway improvements can often result in impacts to existing utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. These activities would include requesting the utility companies to pothole their facilities when necessary throughout the design phase of the project. Given that utility coordination is a very important aspect of any project, the CivilSource team will apply a disciplined approach for managing joint activities with the utility agencies. If any utility relocation such as fire hydrants, pull boxes, or vaults is deemed necessary, they will be identified at early stages of the design, and coordination with the responsible agency will be made so that all conflicts will be resolved before project is awarded for construction.
- **Constructability Review.** Contract documents will be developed including construction plans, special provisions, and cost estimates. These documents will be reviewed for constructability by our construction management team to avoid potential issues during the construction.

CITY OF COSTA MESA

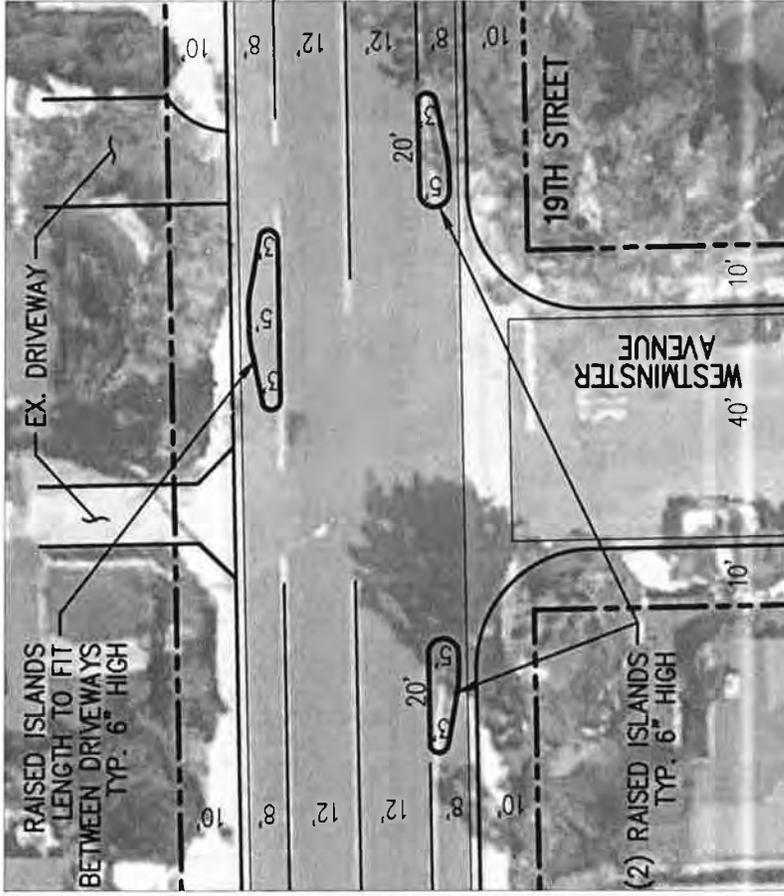
PRELIMINARY STREET IMPROVEMENTS

19th STREET



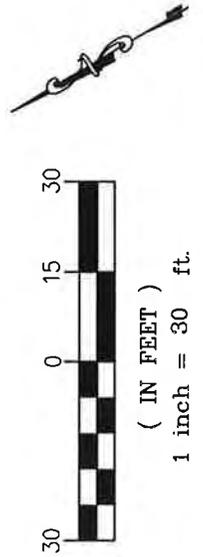
AT 4-WAY INTERSECTION

- ORANGE AVENUE
- SANTA ANA AVENUE
- RAYMOND AVENUE
- TUSTIN AVENUE



AT 3-WAY INTERSECTION

- WESTMINSTER AVENUE
- ALLEY BETWEEN TUSTIN AVE & IRVINE AVE



9930 RESEARCH DR.
SUITE 200
IRVINE, CA 92618
TEL: (949) 585-0477
FAX: (949) 585-0433

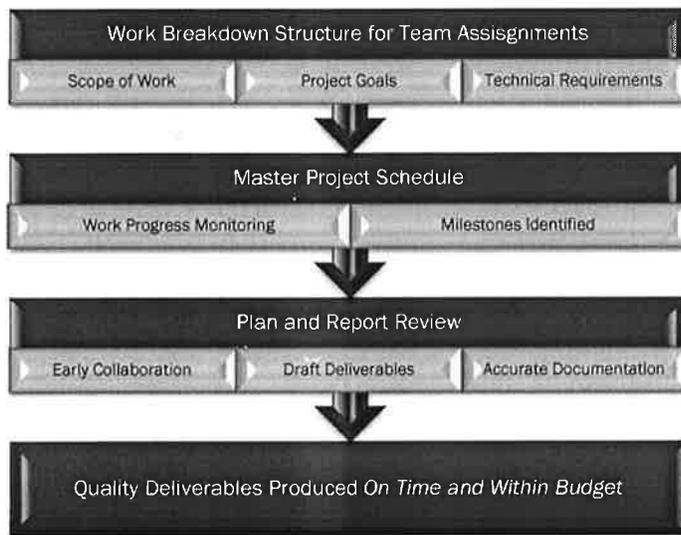
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EXHIBIT "A"

OUR PROVEN APPROACH & METHODOLOGY

The following sections describe our approach to successfully executing the proposed services based on our knowledge and experience with capital improvement design, construction principles, and jurisdictional agency requirements.

Our primary approach is to serve as a direct extension (i.e. surrogate staff) of the City staff. Our approach is based on strong commitment to total quality assurance and follows a proven path of work elements and tasks to ensure a successful project. Working together with the City's Project Manager, CivilSource's Project Manager will lead the project team.



At the onset of this project, the Project Manager will meet with team members to review the requirements, prepare a Work Breakdown Structure (WBS), and make team assignments for maximum efficiency of resources. The detailed WBS will communicate the scope of work, constraints, and technical requirements to all project participants. The WBS shall identify the procedures and technical requirements that are to be followed in developing the design documents and deliverables. The WBS also describes the responsibilities of each participant in the project.

A Master Project Schedule will be prepared following the WBS showing the relationship between tasks and the expected start date

and duration for each item. This schedule will serve as the guide to conducting and monitoring the progress of the work, and to ensure projects are completed on time and within budget. To ensure accurate monitoring and tracking of documents, revisions and progress, a document tracking and control system will be developed.

To facilitate the review and approval process, we will work closely with the key individuals at the City who are responsible for the review of specific elements of the project and will submit draft copies of significant work items before the milestone submittal dates. This will give us a clear understanding of what the reviewers expect, and they will have a preview of what will be submitted before the actual submittal is made. Our past experience working on projects with cities has taught us the importance of maintaining accurate and detailed meeting minutes, decision logs, and action item lists during the project development process.

Quality Assurance/Quality Control

CivilSource recognizes that a successful project must start with a clear project understanding and knowledge of the City's standards and requirements. Quality control is embedded within our employees and is most effective when practiced continuously throughout the design and construction process. This is a characteristic that is valued and rewarded within our team and will provide the City with a properly designed and constructed project that we expect to exceed its required service life.

During the design process, CivilSource has a time tested and proven Project Quality Manual (PQM) that is used for every design project. The PQM describes the project quality process that shall be followed during the development of the design documents, and other project deliverables. The Design Project Quality Plan, in general, is as follows:

- Project Concept Review: Reviews the basic concepts for feasibility and conformance to the project criteria.
- Evaluates engineering decisions based on cost, constructability, and risk management.
- Discipline Review: Verifies the work for each of the technical disciplines including subconsultants. Each subconsultant discipline has a checklist to review each submittal to ensure technical accuracy and no conflicts with the civil design and other disciplines.
- Graphics/CAD Standards Review: Verifies that drawings meet graphic and/or CAD standards for each project including color, weight, level style, and level.
- Project Manager Review: Confirms that project deliverables conform to the scope of work and that documents supplied by others (i.e., client, subconsultants, etc.) are properly incorporated.
- In-house Constructability Review
- Client Comment Review: Assures that client comments have been addressed. We will either use our standard comment letter response or use one provided by the City.
- Coordination Review Meeting: Coordinate all work of the disciplines.
- QA/QC Review: Independent review to verify the accuracy, completeness, and coordination of drawings, specifications, and cost estimates for all design disciplines.

Federal Funding Requirements

The CivilSource Project Team has provided program management, project engineering, design and construction support for a broad range of federally funded transportation projects, including Safe Route to School projects, CDBG projects, and projects funded through FHWA, FTA and other federal programs.

Our project experience includes preparing all or a portion of the Federal Paperwork for Caltrans for Local Assistance. We are well versed in the preparation of the E-76 package and the dictates of the Local Assistance Procedures Manual requirements.

Key federal provisions to be included in the project specifications consist of Disadvantaged Business Enterprise (DBE) goals, compliance with Davis Bacon Act for prevailing wage provisions, flow down provisions to subcontractors, and a variety of other federal statutes and regulations.

Public works projects often have multiple funding sources including federal, state and local funding. We will develop and maintain a project documentation system acceptable to and in line with State and Federal funding requirements. At a minimum, it will encompass the following items:

- Verification of submission of bonds and insurance documents from the Contractor
- Maintenance of a current record of all contract documents relevant to the contract work at the project site
- Maintenance of as-built set of contract plans
- Creation and maintenance of photographic album of all project phases which will be indexed for ease of retrieval

As the City's consultant, if desired we can also support your federal funding/Grant program with quarterly status reports on the project design and design contract.

Communication

CivilSource will meet with City project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Meeting minutes will be distributed within three working days of the meeting identifying action items, assignments and due dates.

Senior staff will meet with assigned project personnel regularly and remain in constant communication to ensure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task.

This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

Issue Resolution

Creative problem solving evolves from maintaining communication, building consensus, and identifying issues before they become problems. We encourage interactive participation of involved parties to allow for appropriate orientation and awareness of project site potential and constraints, obtaining concurrence on schedules, team effort conflict resolution, adaptability, flexibility, responsiveness, and looking at problems as opportunities.

Design solutions come from solving problems in a direct manner. Proper analysis of site constraints based upon physical elements, program factors, economic issues, jurisdictional guidelines, and political aspects will set a practical approach towards satisfying proposed goals. CivilSource is committed to effectively managing and producing quality design solutions that express our knowledge, experience, value-orientation, talents, and client confidence with integrity, understanding and creativity. Our reputation for individualized design and client responsiveness has resulted in a consistent record of repeat clients and referrals. Our charge will be to inventory, index, augment, prioritize, and basically explore the options, opportunities, and constraints to maximize a pleasant and successful experience.

Cost Control

We are able to continually evaluate a project's program/cost coordination through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.



Schedule Control

The key to effective schedule control is to measure actual progress and compare it to planned progress on a timely and regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the Master Project Schedule with a supplemental schedule to keep careful track of where each individual component stands. This will improve your project manager's reporting, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary. As a result, your projects are completed on schedule.

Innovative Design

The CivilSource team focuses on providing safe, cost-effective, reliable, and sustainable improvements using innovative design and contracting techniques that meet the needs of the taxpayers, meet or exceed the minimum standards based on design improvements, and minimizes impacts to adjacent properties and vehicular and pedestrian traffic. Our experience engineering staff provides lower-cost or lower-impact alternatives in order to develop the least disruptive and least expensive designs.

In addition, the CivilSource team utilizes the latest in civil engineering design software to facilitate timely, efficient, and innovative engineering solutions for our clients. Our team relies on a host of computer resources which includes up-to-date, state-of-the-art technology that is in use today throughout the engineering industry. We make maximum use of PC-based CADD systems that allow for the storage of typical details, establish similarity of plan layouts, and enable rapid duplications for the efficient preparation of plan sheets.

WORK PLAN

The CivilSource Project Management Team has the size, depth, and experience to be able to commit the necessary personnel to meet your schedules and deadlines. We are represented by highly experienced civil engineering professionals who have proven track records managing the design of City projects. We will provide all of the tasks listed in the RFP including but not limited to:

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

TASK 1. KICK-OFF MEETING

Following the notice to proceed, CivilSource will schedule and attend a Kick-Off Meeting with City Staff to initiate the project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information.

TASK 2. DATA COLLECTION AND REVIEW

CivilSource will research City and utility company records to obtain all available as-built improvement plans and record drawings, water and sewer atlas maps, drainage master plan, parcel maps, right-of-way data, address/business lists, reports, conceptual plans, neighborhood concerns, and any other information pertinent to the project. Collection of data will also include contact and coordination with other City departments, and public and private agencies regarding any planned projects in the vicinity of this project and obtain their records and requirements. We understand that it will be our responsibility to verify the accuracy of the information provided by the City.

TASK 3. FIELD SURVEY

- A. A minimum of three field walks will be scheduled with City staff to ensure detailed depiction of existing conditions and work requirements on the plans and specifications. The limits of the work will be determined during the field walks in accordance with City standards and direction. Field reviews of the entire project with City representatives will be performed at the beginning of the Project, after the first and second plan check. CivilSource believes that clear and concise plans and specifications are arrived from a total understanding of the existing conditions, properties and environment of the project. Consequently, having as many field walks as are required to ensure a proper design is strongly encouraged.
- B. 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).
- C. 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 will 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.



TASK 4. COMPREHENSIVE UTILITY RESEARCH AND COORDINATION

This task is an important component of our scope. Our goal is to accurately identify all utilities within the limits of the project, assess any impacts to these facilities, and to coordinate utility purveyor's involvement in this project. We understand that this task requires that we proactively research the utility plans, locating all utilities within the project limits. This task includes maintaining close coordination with all utility purveyors so that they are aware of the City's design and construction schedule. All tasks will comply with the City-adopted "Utility Coordination Procedures".

- A. Research and establish precise location of all utilities and utility easements. Utility coordination on the project will be ongoing and will generally consist of the following sub tasks:
- 1) Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits. We have identified the following utilities in the project area:

✓ AT&T	✓ Southern California Gas
✓ City of Newport Beach	✓ Southern California Edison
✓ Costa Mesa Sanitary District	✓ Sunesys, LLC
✓ Mesa Consolidated Water District	✓ Time Warner Cable
✓ Orange County Sanitation District	✓ Verizon/MCI
 - 2) Augment and/or refine the above list based on available information at the City Records Department and from field investigation.
 - 3) Notify each utility purveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
 - 4) Utilities shown on the record drawings will be surface verified, and added to the base map, along with the most recent easement lines shown for each facility.
 - 5) Identify interfaces between existing facilities and future project construction.
 - 6) Consult with the service planners and others as necessary within each utility company to resolve any conflicts.
 - 7) Keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.
 - 8) Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.
 - 9) With prior approval from the City, the CivilSource Team will provide copies of the plans to the utility purveyors to facilitate planning future modifications. Plans will be provided to utility companies at 85% and 100% for review and comment.
 - 10) If applicable, send final notice to each affected utility company to complete relocations prior to the anticipated construction start date.

TASK 5. PRELIMINARY DESIGN

Preliminary design work includes the preparation of preliminary plans for the construction of traffic calming measures and the monument signs. The preparation of cost estimates will be included. We will submit preliminary documents for the construction of traffic calming devices, construction of median improvements, and installation of monument signs as follows:

- A. A 40-scale Base Plan for the Project will be prepared based on the topographic surveys and our utility research for the Project.
- B. The Base Plan will clearly identify Right of Way and any other physical Constraints for the implementation of the proposed Traffic Calming Measures and the installation of the Monument signs.
- C. CivilSource will provide alternative configurations of the chokers and median improvements and recommend the most effective measures.
- D. CivilSource will evaluate the impacts of the construction of these measures on drainage, utility impacts, signing and striping, traffic control etc. and will prepare a report discussing the pros and cons of each of these considerations. This will help the City select the best alternative and contribute to the preparation of Environmental Documents.
- E. CivilSource will provide the City with conceptual drawings for the installation of the entry monument signs including lighting, landscaping and irrigation.
- F. CivilSource will meet with the City and prepare 30% Design drawings to be approved by the City of Costa Mesa before proceeding with the preparation of Final PS&E.
- G. CivilSource will prepare a preliminary Cost Estimate of all proposed improvements.

TASK 6. COMMUNITY OUTREACH

CivilSource will provide community during the design process under the City's direction. For the purposes of this proposal, we are assuming three community outreach meetings and a City Council presentation. We will plan, prepare, and conduct these meetings based on discussions with the City.

Phase II – Environmental Study

We will follow a step-by-step procedure as identified in the Caltrans Local Assistance Procedures Manual (LAPM) to complete the Preliminary Environmental Study (PES) Form and ensure a complete and sufficient submittal to Caltrans. The tasks will include:

- Review relevant literature maps and inventories and draft correspondence letters requesting information from resource and regulatory agencies to aid in determining any potential environmental effects including noise impacts, air quality, hazardous materials/waste, water quality/resources, biological resources, historical properties, archeological resources, etc. All research and correspondence will be thoroughly documented to show how the mandate of federal law has been met.
- Prepare the Preliminary Environmental Studies (PES) Form for NEPA documentation.
- Coordinate submittal, review and approval of PES form with Caltrans District Local Assistance Office.
- Provide responses to review comments, if any, from Caltrans District Local Assistance Office and Environmental Agencies.

We do not anticipate any required technical studies based on the current scope of work for this project. However, Caltrans will make a final determination on whether or not further technical studies are needed. Cost for technical studies such as Initial Site Assessment (ISA), Biology report, Section 4(f) report, and Site Investigation (SI) report is not included in this proposal.

Based on our initial review of the proposed improvements, it is unlikely that an ADL survey will be required. This is because 19th Street does not have unpaved shoulders or an unpaved median and is not a high traffic volume route.

Phase III – Plans, Specifications and Estimates

This phase of the Project will consist of the preparation of PS&E for the construction of the Project. During this phase CivilSource is expected to meet with City staff twice a month to discuss the various design elements of the project. Our objective will be to provide construction documents that are accurate, clear, and complete. We anticipate providing plan sheets that clearly depict the construction of the proposed improvements and that identify all utilities that would need to be adjusted or relocated with this project.

TASK 1. CONSTRUCTION PLANS

Construction plans will include at a minimum:

- A project **Title sheet (1)** will be prepared in accordance with the City standards and will provide general notes, project vicinity map and sheet index.
- CivilSource will prepare **Detail Sheets (3)** to provide construction details of the proposed chokers, median improvements, monument signs and other design elements. Typical sections will also be included in this sheet.
- **Street Improvement Plans (4)** - All plan and profile sheets will be prepared at a scale of 1"=20' horizontal and 1"=2' vertical on standard 24" x 36" mylar. Plan and Profile will be required for the existing and proposed elevations. Plans will include all relevant existing improvements such as survey monuments, utilities, curb, gutter, sidewalks, driveways, ramps, striping and markings and signage, landscaping, etc. Our plans will clearly identify existing improvements and identify properties along the project. CivilSource will provide stations for all existing and proposed structures, project limits, centerline of driveways, intersections, BCR's and ECR's, BC's and EC's stations and dimensions of reconstruction areas as applicable. CivilSource will clearly identify all utilities that need to be adjusted to grade or relocated on the plans and provide all appropriate coordination with the utility purveyor. The plans will clearly define the limits of pavement removals, the exact location and configuration of the proposed chokers and median improvements etc.
- **Signing and Striping Plans (3)** – CivilSource will include all of the necessary signing and striping required for implementation of the choker and median improvements on the street improvement plans. All signing and striping plans will be in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards.
- **Traffic Control Plans (4)** – Traffic control plans will provide continuous driveway and pedestrian access at all times during the construction phase of the project. Traffic control plans will identify each construction stage and sequence, provide adequate details on alternate detour routes, and will be developed to minimize impacts to residents. We understand that the City desires that all travel lanes remain open during daytime hours, and that existing on-street parking remain functional on at least one side of East 19th Street during construction in day time and all parking is available during evenings and weekends.

- **Cross Sections (2)** – CivilSource will use the cross sections from our field surveys and superimpose the proposed improvements to clearly show how we join existing improvements and how we mitigate any impacts to adjacent properties. The Cross sections will be prepared at 50' intervals and will indicate crossfalls, elevations at critical points, etc. Cross Sections will be submitted with the first plan check.
- **Entry Monument Design (14)** – CivilSource will prepare detailed plans for the design and installation of three monument signs. Plans will include construction plan and details; irrigation plan, details, legend and notes; and planting plan, legend, notes and details; electrical plans; and structural plans.
- CivilSource will submit plans at 30%, 85%, and 100% levels of completion prior to submitting the Final Bid Package. We anticipate a 30% submittal that will clearly define the scope of all proposed improvements including the limits of removals, the chokers configuration, median improvements, the Monuments Signs and any impacts to private property. We would recommend conducting a field walk with City staff at this stage of design and as part of the City review process. Once the 30% submittal is reviewed with the City, we will incorporate City comments and proceed with the final PS&E design of the plans.

Deliverables to the City will include:

- 85% Plans (2 bond copies and PDF files)
- 100% Plans (2 bond copies and PDF files)

TASK 2. TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

- A. The specifications are one of the most important components of the bid package. Providing complete specifications that are carefully and thoughtfully prepared will reduce problems during construction. Our team of engineers will ensure careful planning and coordination between all team members. Specifications will be based on the City of Costa Mesa standard "boiler plate" and SRTS requirements.
- B. CivilSource will prepare the project specifications with the Funding Source in mind and include all information, language, and forms to comply with the funding requirements.

Deliverables to the City will include:

- 85% Specifications (2 hard copies and PDF file)
- 100% Specifications (2 hard copies and PDF file)

TASK 3: ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

- A. Quantity calculations are an important component of a project since they are used as the basis for contract payment. The CivilSource Team has a highly structured system for calculating and checking quantities and realizes the importance of this process. This system also ensures that the calculations are well organized and will be verifiable by the field personnel during construction.
- B. Construction cost estimates will be prepared using Microsoft Excel. All quantity calculations and pertinent backup calculations required to support the project estimate will be bound and submitted to the City for review. A construction cost estimate will be submitted with each project submittal to the City for review and comments. In addition, we will submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses.

FINAL BID PACKAGE SUBMITTAL

- Plans (1 Mylar copy wet signed and stamped, 4 Bond Copies, AutoCAD Files and PDF file with signatures)
- Specifications (4 hard copies wet signed and stamped, word file, and PDF file with signatures)
- Project Cost Estimate (4 hard copies, excel file, and PDF file with

C. We understand the importance of staying within the limits of the approved funding. In the event the design and preliminary estimates substantially exceed the approved funding, CivilSource will provide design alternatives to construct the project within the approved funding budgeted.

Deliverables to the City will include:

- 85% Project Cost Estimate (2 hard copies and PDF file)
- 100% Project Cost Estimate (2 hard copies and PDF file)

TASK 4. HYDROLOGIC/HYDRAULIC REPORT

We will analyze hydrologic/hydraulic conditions; develop details for standard longitudinal and cross fall drainage, and document findings and design calculations. We will evaluate the impact of adding the chokers to the hydraulic capacity of the East 19th Street and recommend any mitigation measures.

TASK 5. WATER POLLUTION CONTROL PLAN

CivilSource will prepare a Water Pollution Control Plan using the latest / most recent City and State standards.

TASK 6. RESIDENT ENGINEER FILES

We will prepare and submit two (2) Resident Engineer 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.

TASK 7. BID ASSISTANCE

CivilSource will assist the City during the bidding of the project by reviewing and approving addenda and providing clarification to the plans and specifications.



TASK 8. CONSTRUCTION SUPPORT

CivilSource understands the importance of being available to the City during construction. Our main objective is to support the City during the construction phase of the project and to do it in a very expeditious and proactive way.

CivilSource will prepare necessary change orders, or documents related to a claim settlement and provide responses to Requests for Information. CivilSource will also be available to clarify design-related issues at all times and obtain necessary permits from affected agencies and utility companies.

CivilSource will incorporate all redline comments prepared by the Contractor and project inspector on the signed design plans. The as-built drawings will be provided to the City and approved prior to the release of the final progress payment

Phase IV – Caltrans Construction Authorization Forms**TASK 1. REQUEST FOR AUTHORIZATION**

We will prepare a "Request for Authorization to Proceed with Construction" (E76) package for submittal to the Caltrans District Local Assistance Office. The tasks for each project will include:

- A. Review the completed PS&E package for compliance with project funding federal-aid guidelines.
- B. Prepare the "Request for Authorization to Proceed with Construction" package in accordance with Caltrans' Local Assistance Procedures Manual (LAPM) which will include, at a minimum, preparation of the following:
 - ✓ Request for Authorization to Proceed
 - ✓ Request for Authorization to Proceed Data Sheet(s)
 - ✓ Field Review Form
 - ✓ Right-of-Way Certification Form
 - ✓ Finance Letter
 - ✓ Detail Estimate and Detail Estimate Summary
 - ✓ PS&E Certification
 - ✓ PS&E Checklist
 - ✓ All required support documentation
- C. Collect the Approved NEPA document, Engineer's Estimate, PS&E Package from project files or other consultants who performed the work for submittal with the E76 package for obligation of funds.
- D. Coordinate review and approval of obligation of project grant funds with Caltrans District Local Assistance Office as required.
- E. Coordinate and meet with City as required.

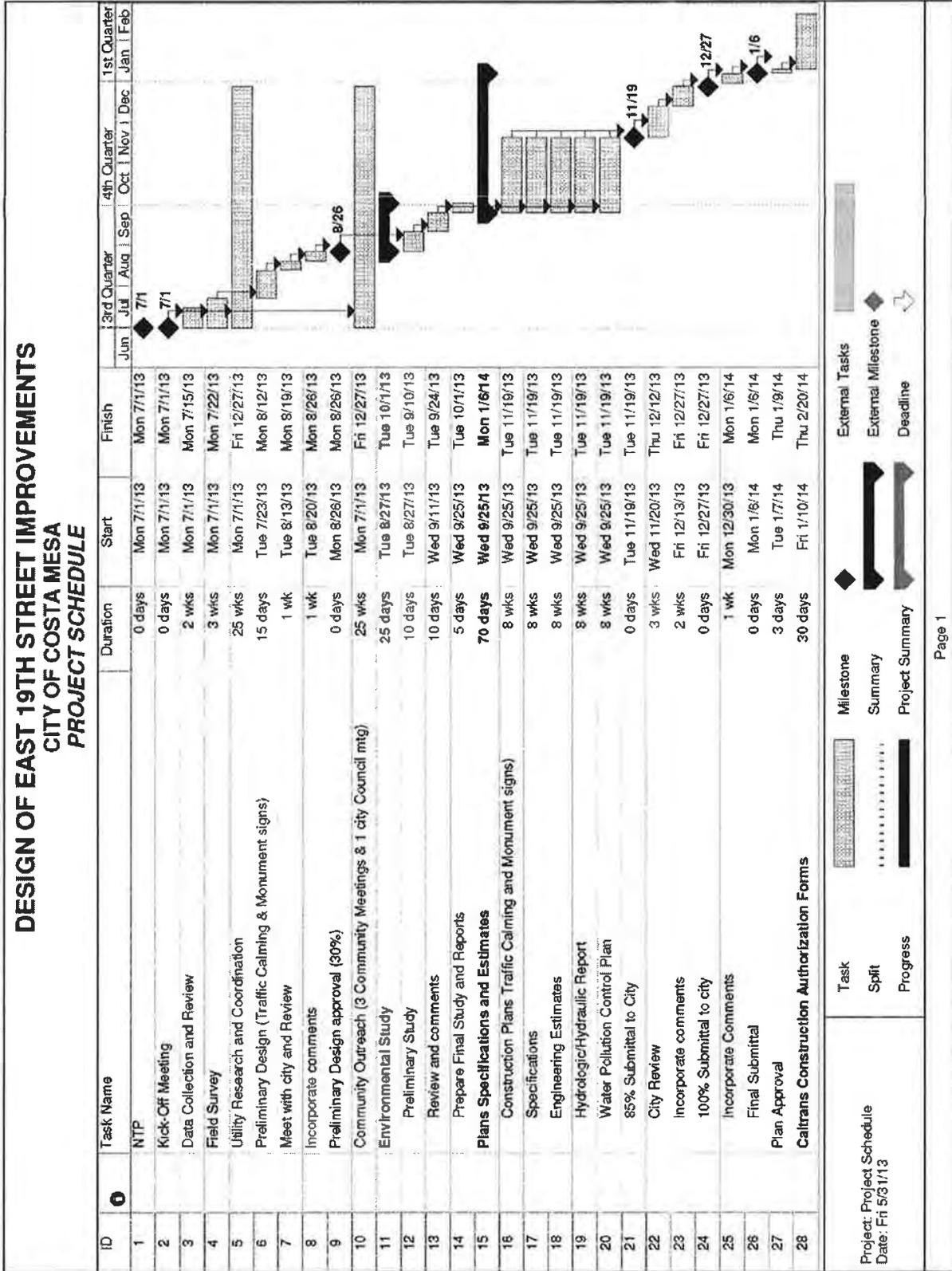
TASK 2. PROJECT MEETINGS

- A. CivilSource will meet with City Staff regularly and remain in constant communication to ensure successful and timely delivery of the project. Meeting agendas will be distributed at least two working days before each meeting. Meeting minutes will be distributed within three working days of the meeting identifying action items, assignments and due dates. Utilizing this technique will ensure consistency in decisions, and will provide a concise list of tasks to be accomplished by each participant and a specific time schedule to complete the task.
- B. Senior staff will meet with assigned project personnel regularly and remain in constant communication to ensure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task. This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.



SCHEDULE

DESIGN OF EAST 19TH STREET IMPROVEMENTS CITY OF COSTA MESA PROJECT SCHEDULE



Project: Project Schedule
Date: Fri 5/31/13

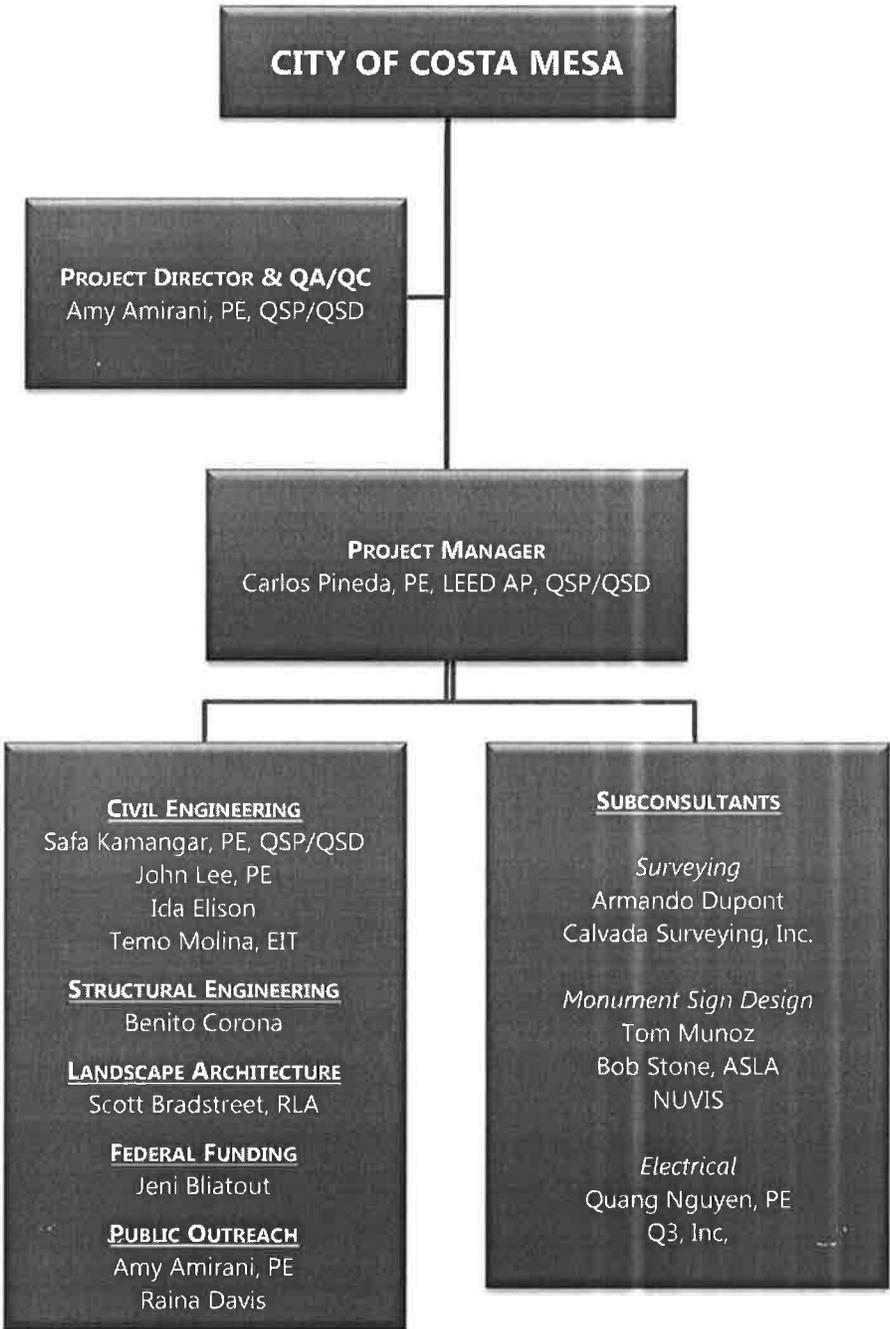
Task
Milestone
External Task

Split
Summary
External Milestone

Progress
Project Summary
Deadline

ORGANIZATION CHART

CivilSource provides an in-house multi-disciplinary staff of professionals who are recognized specialists in their areas of expertise. The staff members have superb technical training and academic backgrounds. CivilSource has adequate personnel available to execute the project as requested by the City, and key staff members will be committed for the duration of the project assignment. In addition to the key personnel shown, CivilSource has support personnel available to assist the project, as necessary. The organization chart below shows the key members of the Project Team and their respective positions. **See Appendix for Resumes.**



Subconsultants



NUVIS is a landscape architecture and site planning firm as well as a State of California Corporation and is a certified W/DBE, SBE, VSBE and is currently in the application process for DBE. They have offices in Costa Mesa and San Ramon, California, Las Vegas, Nevada, and Scottsdale, Arizona and will be providing all landscaping design services.

In collaboration with their private sector and public agency clients, NUVIS influences design solutions for:

- community living in master planned developments and resorts
- public spaces, whether institutional or commercial
- natural experiences on golf courses and park lands
- urban sustainability
- historical/cultural landscapes
- transportation corridors
- retail/entertainment complexes

Their goal is to create inspired outdoor rooms that exhibit a sense of place, opportunity for interaction, and dramatic results from texture, form, color, and pattern. NUVIS defines this process as 'image infrastructure' - the consistent use of a defined palette of material and elements, creating sequential scenes that impart a story as one travels into and through space(s).



Q3, Inc., is a dynamic and innovative engineering firm that is dedicated to providing exceptional consulting and design services, and specializes in electrical engineering. Their experience includes working on electrical and controls engineering with design services for lift stations, pump stations, filtration plants, storm and waste water facilities, industrial facilities, and cogeneration power plants.

Their integrated project team structure will provide effective project direction, hands-on control, and comprehensive coordination.

CALVADA Surveying, Inc.

Calvada Surveying is a leading land surveyor provider of professional land surveying services throughout California, Colorado, Arizona, Nevada and the Western United States. Their

expertise lies within the real estate, development, engineering, telecommunications, and environmental industries, both in the public and private sector. They are committed to innovative land surveying technology and are proud to be an elite land surveying firm offering the latest in land surveying technology including High Definition Surveying (HDS), known as 3D laser scanning. This powerful technology allows them to perform our services more quickly and accurately and also provide accurate 3D as-built drawings that save our clients countless hours and money.

PROJECT EXPERIENCE

CivilSource + City of Costa Mesa

CITY OF COSTA MESA | Broadway Improvements (SRTS)

Fariba Fazeli, Senior Engineer, (714) 754-5378

77 Fair Drive, Costa Mesa, CA 92626

Year Completed: December 2011; Construction Cost: \$908,665

Prepared plans, specifications and estimates for this federally-funded Safe Route to School project to implement traffic calming measures on Broadway to address resident concerns for speeding and to improve pedestrian and bicyclist safety. The project included the design of bulb-outs and medians, roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. The project also required utility coordination and potholing to verify locations of existing utilities and preparation of signing and striping plans. The CivilSource effort included managing the design efforts, utility coordination, and all necessary public outreach tasks. Public outreach consisted of one-on-one communication with each affected resident, facilitating public meetings, and incorporating resident comments into the design as necessary.



CITY OF COSTA MESA | PS&E Engineering Services for Capital Improvement Projects

Fariba Fazeli, Senior Engineer, (714) 754-5378

77 Fair Drive, Costa Mesa, CA 92626

Year Completed: December 2006 to Current; Construction Cost: up to \$3M

CivilSource has completed PS&Es for several capital improvement projects in the City of Costa Mesa consisting of the following types of improvements/modifications: roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. Projects include **Cassia Street, Valencia Street, Magnolia Avenue/Alley/Parking Lot, Alley 72, Hamilton Street, Plumer Street, Bear Street and Orange Avenue, Paularino Avenue, Santa Ana Avenue, Shalimar Avenue, Tustin Avenue, Alley No. 109, Vanguard Street, Wilson Avenue, Mendoza Avenue, Center Avenue, Anaheim Avenue and Knox Place Alley**. All access ramps were reconstructed to current City, Caltrans and ADA standards. All projects required utility coordination and potholing to verify locations of existing utilities and preparation of signing and striping plans. The CivilSource effort included project managing the design efforts, utility coordination, and all necessary public outreach tasks.

Additional Relevant Experience

CITY OF RANCHO SANTA MARGARITA | Almea Aldea Bulb-Out Installation and Buena Suerta/La Miranda Median Improvement

E. Maximous, City Engineer, (949) 635-1805

22112 El Paseo, Rancho Santa Margarita, CA 92688

Year Completed: May 2013; Construction Cost: \$300,000

CivilSource completed the plans, specifications and estimates for this CDBG-funded project. The Alma Aldea Bulbout Installation Project included the design of bulbouts, landscaping and irrigation at two high profile intersections in residential neighborhoods. The project will also include the installation of a median and associated landscaping and irrigation at another high profile intersection. The designed improvements are intended to improve pedestrian visibility and reduce vehicle speeds. Professional services also included public outreach in coordinating the work with nearby schools. **We have included sample sheets of this work in the "Appendix" to demonstrate our technical ability.**

CITY OF HERMOSA BEACH | SR25 Hermosa View Improvements

Frank Senteno, Director of Public Works, (310) 318-0238
 1315 Valley Drive, Hermosa Beach, CA 90254

Year Completed: April 2013; Construction Cost: \$186,000

CivilSource providing design engineering and construction inspection services for the Hermosa View School Safe Route to School Project. The existing routes to Hermosa View School are characterized by a lack of continuous sidewalks, limited sight distance, outdated signage, high commuter traffic, crossing deficiencies, incomplete crosswalks and other features that contribute to hazardous conditions for students walking or biking to school. The improvements included installation of continuous sidewalk and ADA curb access ramps; installation of crosswalks and pedestrian countdown signals; upgrading of school zone signs; and the addition of stand back lines with barriers in front of the school.



CITY OF YORBA LINDA | Yorba Linda Boulevard Street Rehabilitation

Jacki Scott, Asst. City Engineer, (714) 961-7171
 4845 Casa Loina Avenue, Yorba Linda, CA 92885

Year Completed: January 2011; Construction Cost: \$241,637

CivilSource prepared plans, specifications and estimates for a 2-mile primary arterial highway rehabilitation project. **Improvements included asphalt overlay, reconstruction of curbs and gutters, cross gutters, spandrels, sidewalks, driveways and driveway approaches, ADA ramps, striping,** traffic signal loops, and traffic control. Agencies/Utilities Involved: AT&T, Southern California Gas, Time Warner Cable, Metropolitan District of Southern California, Golden State Water Agency, Yorba Linda Water District, Southern California Edison.



CITY OF CYPRESS | Cerritos Avenue Widening

Alvin Papa, Senior Civil Engineer, (714) 229-6746
 5275 Orange Ave., Cypress, CA 90630

Year Completed: N/A; Construction Cost: \$350,000

Provided civil engineering design services for the Cerritos Avenue Widening Project. **The project consisted of widening the street to add one additional eastbound lane and relieve an existing bottleneck.** CivilSource was able to design the widening improvements without any right-of-way acquisition. Improvements include street widening to provide additional through capacity; removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements. **The project involved coordination with SCE to relocate 4 Overhead Electrical Poles that also contained other utilities.** The project involved the upgrading of ramps, sidewalks, and driveways to meet current ADA requirements. CivilSource also prepared a WQMP for this priority Project. The Project included plan and profiles, details, drainage plans, traffic signal modification plans, and signing and striping plans.



CITY OF ANAHEIM | Lincoln Avenue Phases I and II

Benjamin Kim, Project Manager, (714) 765-4373.

201 South Anaheim Blvd., Ste. 1003, Anaheim, CA 92805

Year Completed: December 2004; Construction Cost: \$1.8M

CivilSource Project Manager, Carlos Pineda, was responsible for civil engineering design for **the widening and realignment of 1.2 miles of Lincoln Avenue, from 200 ft. west of West Street to the Caltrans right-of-way at SR 55**, and the widening of a local public street. This project was part of a redevelopment project by the City of Anaheim which involved the realignment of Lincoln Avenue to create safer traffic conditions at the intersection of Lincoln and West Street, as well as the consolidation of several Caltrans' right-of-way adjustments that resulted from the improvements of the SR 55 and Lincoln Avenue interchange.



CITY OF IRVINE | Culver/Walnut Widening and Street Improvements

Kirk Streets, Senior Civil Engineer, (949) 724-7554

6427 Oak Canyon, Building #1, Irvine, CA 92618

Year Completed: December 2009; Construction Cost: \$2.5M

CivilSource provided project management for the preparation of plans, specifications, and estimates for a \$2.5M **roadway/intersection widening** and street rehabilitation. Improvements included widening the roadway for additional lanes; median modifications; **traffic signal and interconnect facility modifications**; landscaping and irrigation modifications; ADA compliant sidewalks, bus stops and access ramps construction; and removal and replacement of damaged curb, gutter and sidewalk. Services entailed obtaining right-of-way clearance, utility relocation/coordination, identification of required easements, preparation of legal descriptions, coordination/facilitation of meetings with surrounding businesses and residents, Caltrans coordination, landscape architecture, field surveying, value engineering, hydrology and hydraulic studies, preparation of plans, specifications and cost estimates, management of design team, and construction engineering support.



CITY OF IRVINE | Jeffrey Road Infrastructure Improvements

Mark Carroll, City Engineer, (949) 724-6410

One Civic Center Plaza, Irvine CA 92618

Year Completed: In Progress; Construction Cost: \$16.8M

CivilSource Project Manager, Carlos Pineda, was responsible for civil engineering design for the preparation of **infrastructure plans, including street improvements, right-of-way engineering, storm drains, streets, grading, water and sewer, dry utilities, specifications, and construction cost estimates for 1.5 miles of Jeffrey Road**. This project also included one mile of Portola Parkway improvements. Both Jeffrey Road and Portola Parkway include realignments and street design for a six-lane highway with raised medians, pedestrian undercrossing, water and sewer relocations up to 36" in size, and dry utility design for electricity, gas, and cable. Improvement plans were processed and approved by the City of Irvine, Irvine Ranch Water District, and the County of Orange. **This project required extensive Utility Coordination and the potholing of several existing utilities within the Project site.**



CITY OF CULVER CITY | Sawtelle Boulevard Street Rehabilitation

Sammy Romo, Project Manager, (310) 253-5600

9770 Culver Boulevard, Culver City, CA 90232

Year Completed: 2010; Construction Cost: \$1.5M

CivilSource provided professional design services for the \$1.5 million Sawtelle Boulevard Street Rehabilitation from Venice Boulevard to Matteson Street. Services included providing construction plans and cost estimates, preparing traffic control plans and processing a Caltrans encroachment permit for the work. The traffic control plans were prepared in accordance with Caltrans requirements and included a detour plan and advanced message boards as the proposed work impacted the I-405 on- and off-ramps.



CITY OF LOMITA | Street Improvements Phases 1A &1B

Vince Danasse, Director of Public Works, (310) 325-7110

24300 Narbonne Avenue, Lomita, CA 90717

Year Completed: 2011; Construction Cost: \$2.6M

CivilSource assisted with the preparation of plans, specifications and estimates as well as provided Construction Management and QA/QC services for two street and waterline improvement projects in the City of Lomita. Work consisted of 12,300 linear feet total of street rehabilitation; 10,300 linear feet total of water line rehabilitation; removal and disposal of existing asphalt concrete; construction of finish course asphalt on base course asphalt on compacted subgrade; removal and replacement of portland cement concrete improvements such as curb and gutter, cross gutter, etc.; restriping of the new pavement to match the existing striping; and adjustment of manholes, utility covers and boxes to final grade.



CITY OF BUENA PARK | Stage Road Rehabilitation

Ken Kim, Civil Engineer, (714) 562-3688

6650 Beach Boulevard, Buena Park, CA 90622

Year Completed: 2009; Construction Cost: \$1.1M

Design and construction support services for the \$1.1M Stage Road Rehabilitation. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt. Services also included soils testing, field surveying, utility relocation/coordination; multiple agency coordination; evaluation of access ramps for ADA compliance; and evaluation of traffic loop detectors; preparation of plans, specifications and cost estimates; and construction engineering support.



ORANGE COUNTY PUBLIC WORKS | Moulton Parkway Segment 3 Phase II

Michelle Chan, Project Manager, (714) 245-4583

300 North Flower Street, Santa Ana, CA 92702

Year Completed: Current; Construction Cost: \$1.9M

Design and construction support services for the widening of Moulton Parkway from 400 feet north of El Toro Road to 500 feet north of Santa Maria Avenue in the City of Laguna Woods. **The purpose of this project is to widen Moulton Parkway to provide continuous sidewalk and bike lanes, bus turnouts, and bus pads, dedicated right turn lanes at the intersections, and to increase the capacity of left turn pockets.** The proposed improvements also include modifications to the Leisure World Golf Course entry Gate 16/12.



EXHIBIT B
FEE SCHEDULE



FEE PROPOSAL

CITY OF COSTA MESA
DESIGN OF 19th STREET IMPROVEMENTS
TASK / HOUR BREAKDOWN

TASK NO.	WORK TASK OR ITEM DESCRIPTION	PROJECT DIRECTOR \$100		PROJECT MANAGER \$145		PROJECT ENGINEER \$120		CADD DESIGNER \$95		ADMINISTRATION \$65		CALIFORNIA SURVEYOR	NEWS SIGNS	TOTAL HOURS	TOTAL FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$				
Phase I - Topographic Survey, Field Assessment, Preliminary Design & Resident Meetings															
1	Kick-Off Meeting	2	\$220	2	\$290		\$0	2	\$130		\$330		6	\$1,070	
2	Data Collection		\$0	2	\$290	2	\$240	8	\$640		\$660		12	\$1,890	
3	Field Survey		\$0		\$0		\$0		\$0		\$7,700		0	\$7,700	
4	Utility Research and Coordination		\$0	1	\$145	2	\$240	6	\$480	4	\$260		13	\$1,125	
5	Preliminary Design	1	\$160	4	\$580	14	\$1,680	32	\$2,560	2	\$130		53	\$8,010	
6	Community Outreach (3 meetings total)	2	\$320	6	\$870		\$0	4	\$320	4	\$260		16	\$3,650	
	Total Cost	5	\$800	15	\$2,175	18	\$2,160	50	\$4,000	12	\$780	\$7,700	100	\$23,385	
Phase II - Environmental Study															
1	Environmental Study		\$0		\$0	8	\$960		\$0	37	\$2,405			\$3,365	
	Total Cost	0	\$0	8	\$960	0	\$0	37	\$2,405	0	\$0	\$0	0	\$3,365	
Phase III - Plans, Specifications and Estimates															
1	Construction Plans		\$0		\$0		\$0		\$0		\$0		0	\$0	
1a	Title sheet(1)		\$0	1	\$145	2	\$240	8	\$640		\$0		11	\$1,025	
1b	Detail Sheets (3)		\$0	4	\$580	16	\$1,920	40	\$3,200		\$0		60	\$5,700	
1c	Street Improvement Plans (4)	2	\$320	8	\$1,160	38	\$4,560	56	\$7,680		\$0		144	\$13,720	
1d	Signing and Striping Plans (3)		\$0	1	\$145	10	\$1,200	22	\$1,760		\$0		33	\$3,105	
1e	Traffic Control Plans (4)		\$0	2	\$290	8	\$960	30	\$2,400		\$0		40	\$3,650	
1f	Cross Sections (2)		\$0	2	\$290	5	\$600	22	\$1,760		\$0		29	\$2,650	
1g	Monument Sign Plans - Construction, Irrigation and Planting (12)		\$0	2	\$290		\$0		\$0		\$13,900		2	\$14,190	
1h	Monument Signs - Electrical - Structural (2)		\$0	2	\$290	12	\$1,440		\$0	2	\$130		16	\$6,960	
2	Technical Specifications and Special Provisions	1	\$160	4	\$580	10	\$1,200		\$0	8	\$620		23	\$2,460	
3	Engineer's Estimates		\$0	1	\$145	6	\$720	12	\$960	4	\$260		23	\$2,085	
4	Hydrologic/Hydraulic Report		\$0	2	\$290	12	\$1,440	8	\$640	4	\$260		25	\$2,630	
5	Water Pollution Control Plan		\$0	1	\$145	16	\$1,920	8	\$640	4	\$260		29	\$2,965	
	Total Cost	3	\$480	30	\$4,350	135	\$16,200	246	\$19,680	22	\$1,430	\$0	436	\$60,540	
Phase IV - Caltrans Construction Authorization Forms and Construction S															
1	Request for Authorization	6	\$960		\$0	12	\$1,440		\$0	32	\$2,080		50	\$4,480	
2	Project Meetings		\$0	8	\$1,160		\$0		\$0	12	\$780		20	\$1,940	
	Total Cost	6	\$960.00	8	\$1,160.00	12	\$1,440.00	0	\$ -	44	\$2,860.00	0	70	\$6,420	
	Total Cost	14	\$2,240	53	\$7,685	165	\$20,760	296	\$23,680	78	\$7,475	\$7,700	\$24,170	\$93,995	

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EXHIBIT C
PROJECT SCHEDULE

SCHEDULE

DESIGN OF EAST 19TH STREET IMPROVEMENTS CITY OF COSTA MESA PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			1st Quarter	
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	NTP	0 days	Mon 7/1/13	Mon 7/1/13								
2	Kick-Off Meeting	0 days	Mon 7/1/13	Mon 7/1/13								
3	Data Collection and Review	2 wks	Mon 7/1/13	Mon 7/15/13								
4	Field Survey	3 wks	Mon 7/1/13	Mon 7/22/13								
5	Utility Research and Coordination	25 wks	Mon 7/1/13	Fri 12/27/13								
6	Preliminary Design (Traffic Calming & Monument signs)	15 days	Tue 7/23/13	Mon 8/12/13								
7	Meet with city and Review	1 wk	Tue 8/13/13	Mon 8/19/13								
8	Incorporate comments	1 wk	Tue 8/20/13	Mon 8/26/13								
9	Preliminary Design approval (30%)	0 days	Mon 8/26/13	Mon 8/26/13								
10	Community Outreach (3 Community Meetings & 1 city Council mtg)	25 wks	Mon 7/1/13	Fri 12/27/13								
11	Environmental Study	25 days	Tue 8/27/13	Tue 10/1/13								
12	Preliminary Study	10 days	Tue 8/27/13	Tue 9/10/13								
13	Review and comments	10 days	Wed 9/11/13	Tue 9/24/13								
14	Prepare Final Study and Reports	5 days	Wed 9/25/13	Tue 10/1/13								
15	Plans Specifications and Estimates	70 days	Wed 9/25/13	Mon 1/6/14								
16	Construction Plans Traffic Calming and Monument signs)	8 wks	Wed 9/25/13	Tue 11/19/13								
17	Specifications	8 wks	Wed 9/25/13	Tue 11/19/13								
18	Engineering Estimates	8 wks	Wed 9/25/13	Tue 11/19/13								
19	Hydrologic/hydraulic Report	8 wks	Wed 9/25/13	Tue 11/19/13								
20	Water Pollution Control Plan	8 wks	Wed 9/25/13	Tue 11/19/13								
21	85% Submittal to City	0 days	Tue 11/19/13	Tue 11/19/13								
22	City Review	3 wks	Wed 11/20/13	Thu 12/12/13								
23	Incorporate comments	2 wks	Fri 12/13/13	Fri 12/27/13								
24	100% Submittal to city	0 days	Fri 12/27/13	Fri 12/27/13								
25	Incorporate Comments	1 wk	Mon 12/30/13	Mon 1/6/14								
26	Final Submittal	0 days	Mon 1/6/14	Mon 1/6/14								
27	Plan Approval	3 days	Tue 1/7/14	Thu 1/9/14								
28	Caltrans Construction Authorization Forms	30 days	Fri 1/10/14	Thu 2/20/14								



Project: Project Schedule
Date: Fri 5/31/13

Task
Split
Progress

Milestone
Summary
Project Summary

External Tasks
External Milestone
Deadline

EXHIBIT D

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.

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

COMMERCIAL 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 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.

Civil Source, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB6771Y518

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

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

Job Description:

Re: All Projects as pertains to named insured. City of Costa Mesa, its elected and appointed boards, officers and employees

DATE OF ISSUE: 07/20/13

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