

**PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this 15 day of October, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and Civil Source, a California Corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering for the preparation of improvement plans, specifications, and cost estimates for the design of several alleys 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 participating 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 affected department of the City. 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 time hereinafter specified. Evaluations of the work will be done by the City Representative or his 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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 confidential data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement 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, City shall pay Consultant the amounts specified in Exhibit "A" but not to exceed One Hundred Twenty Four Thousand Eight Hundred and Eighty Dollars (\$124,880.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding \$124,880.00 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 Project Manager 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 "B," 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 24 months ending on October 15, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, 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 retroactive 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, 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:

Civil Source, Inc.
9890 Irvine Center Drive
Irvine, CA 92618
Tel: 949-585-0477
Fax: 949-585-0433
Attn: Amy Amirani, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Fariba Fazelli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant 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 of the City of Costa Mesa

Date: _____

CONSULTANT

Amy Amiran
Signature

Date: 9/30/13

AMY AMIRANI, Principal
Name and Title

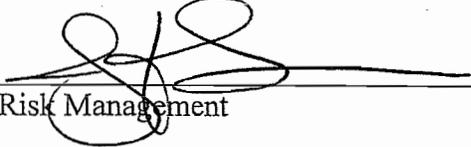
205-729 456
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Signature]
City Attorney

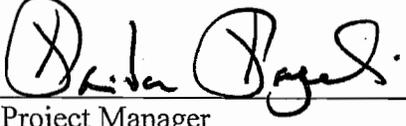
Date: 09/25/13

APPROVED AS TO INSURANCE:


Risk Management

Date: 9/25/13

APPROVED AS TO CONTENT:


Project Manager

Date: 9-25-13

ATTEST:

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

EXHIBIT A
CONSULTANT'S PROPOSAL

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF
SEVERAL ALLEYS**

1. INTRODUCTION

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

The following is the location and limit of each alley:

NO.	Street Name	Limits	
		From	To
1	ALLEY 005 - POMONA AVE	OHMS WY	16TH ST
2	ALLEY 051 - MENDOZA DR	BAKER ST	MENDOZA DR
3	ALLEY 067 - PALMER ST	WESTMINSTER AVE	ORANGE AVE
4	ALLEY 069 - PALMER ST	WESTMINSTER AVE	SANTA ANA AVE
5	ALLEY 016 - HARBOR BL	CHARLE ST	BERNARD ST
6	ALLEY 017 E- BERNARD ST	BERNARD ST	S'LY END
7	ALLEY 018 - BERNARD ST	19TH ST	19TH ST
8	ALLEY 117 - FAIRWAY PL	ORANGE AVE	FAIRWAY DR
9	ALLEY 118 - LILIAN PL	ORANGE AVE	FAIRWAY DR
10	ALLEY 101 - 17TH PL	RAYMOND AVE	ALLEY #100
11	ALLEY 100 - SANTA ANA AVE	17TH PL	SOUTH END
12	ALLEY 099 - 17TH PL	SANTA ANA AVE	RAYMOND AVE

The consultant's key project staff must have at least five (5) years prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposal will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to ***a maximum of 25 pages*** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all

anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.

D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

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

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

7. INSURANCE REQUIREMENTS

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

Additional and primary Insurance endorsements shall include City of Costa Mesa

8. SCOPE OF CONSULTANT SERVICES

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

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

B. Utility Investigation/Coordination

1. The consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of

existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

3. The consultant shall obtain approval in writing from utility companies for any utility work and clearance.
4. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures". The consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans)
5. The consultant shall submit all utility correspondences to the City.

C. Design Survey

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

The consultant shall provide the following minimum survey information:

- The consultant shall perform a topographic survey and prepare base map at 1"=10' for the alley project. The base map shall identify all existing improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25 foot-intervals, with elevations at join line, top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X."
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.
- The consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5' intervals.

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

D. Field Engineering

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

E. Geotechnical Investigation and Pavement Design:

The consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide total of five borings for this project: (one for alleys 99,100 &101; one for alleys 117 & 118; one for alleys 16, 17 & 18; one for alleys 67 & 69; and one for alley 5).

Cores shall be at least six (6) inches in diameter and three (3) feet deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.

3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.

4. Provide geotechnical information (including geotechnical analysis) for both borings.
5. Provide and/or recommend the following minimum information in the submitted report:
 - a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two (2) and three (3) feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. TI for these alleys is 4.
6. Calculate proposed pavement structural sections (20-year design life):
 - Full depth Portland Cement Concrete (PCC)
 - Full depth Asphalt Concrete (AC)
7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
11. Arrange and tabulate all soil information (existing and proposed) in table format.

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

The Consultant shall include \$7,000 as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this

item. Identifying all underground conflicting utilities is the key to a successful project. It is the consultant's responsibility to ensure all utilities are properly identified and located on plans.

G. Storm Drain Plan

There is an existing 48" R.C.P. along Alley 005 from Ohms Way to 16th Street. The City is planning to increase the capacity of the exiting pipe at this location. The consultant shall conduct utility investigation, field survey to explore various options to either add parallel storm drain pipes or replace the existing pipe with a larger storm drain system. The consultant shall prepare the PS&E for the proposed storm drain system.

H. Construction Documents

1. Prepare seven separate sets of construction documents, (one for Alley No. 5; one for alleys No. 51; one for alley No.'s 67 & 69; one for alley No.'s 16 & 17; one for alley No. 18; one for alley No.'s 117 & 118; and one for alley No.'s 99, 100 & 101). Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the consultant who shall prepare the project to meet the budget.
2. Prepare two resident Engineer's files for each project (seven projects); they must contain, as a minimum, the following: Preliminary and final construction quantities and cost estimates and updates, final quantity color-coded plan set, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The consultant shall submit these two files to the City in conjunction with final submittal.

I. Plans

1. The consultant shall prepare seven separate sets of construction documents, (one for Alley No. 5; one for alleys No. 51; one for alley No.'s 67 & 69; one for alley No.'s 16 & 17; one for alley No. 18; one for alley No.'s 117 & 118; and one for alley No.'s 99, 100 & 101), containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1" = 10' horizontally and 1" = 1' vertically for the alley project.
2. The consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the consultant shall establish new stations from the nearest street intersections.
3. The consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, join lines and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades.

4. The consultant shall plot existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The consultant shall plot existing improvements in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.
6. The consultant shall incorporate the following minimum information on plan view: Pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).
7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer, and at least four control lead and tack swing ties.

J. Specifications

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

with HUD guidelines and requirements.

K. Quantity and Cost Estimates (QCE)

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

L. Project Document Submittal and Plan Information

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

shall be supplied to the City on Flash Memory Stick (Thumb Drive). Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using MicroStation. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

M. Bidding and Construction Phase Services

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

9. CITY RESPONSIBILITIES

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

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

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

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

12. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

SCOPE OF WORK

CivilSource understands the complex issues facing local agencies from project implementation through construction completion. Our team consists of experienced public works professionals who possess the ability and knowledge to methodically support City staff in minimizing the complexity of these issues by foreseeing potential obstacles and resolving them. We are equipped with first-hand knowledge of municipal practices and procedures, and we are extensively familiar with government processes.

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 professionals who have proven track records managing City projects.

We will provide a separate set of plans and specifications and quantity cost estimates for each alley mentioned in the RFP. Our civil engineering design services for each project will include in detail, but is not limited to, the following:

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

Preliminary investigations will include researching City plans and records and analyzing the project, completing field reviews and investigations of the project limits including the surrounding adjacent properties for possible conflict, evaluating existing conditions, meeting with City staff to define the detailed scope and objectives and determine appropriate courses of action, and researching existing City plans and records.

CivilSource will also meet periodically with the City for the purposes of general coordination and to discuss specific design issues during progression of the design phase. This proposal assumes, at a minimum, five meetings with City staff. CivilSource's project manager will coordinate all meetings with the City and provide written meeting minutes within two working days after the meeting, documenting the proceedings and all critical issues discussed.

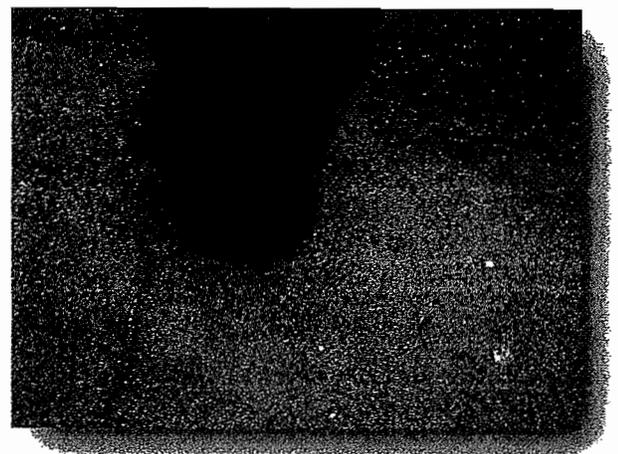
Our preliminary plan or conceptual plan phase can include the following tasks:

- Kickoff meeting with City staff
- Coordination with City, property owners and other agencies as necessary or required by the project
- Review of project criteria and program objectives
- Gather and catalog background information
- Field Walks
- Set a Project schedule
- Prepare budget summary for the project and discuss invoicing.

B. Utility Investigation & Coordination

Utility coordination on the project will be ongoing and will generally consist of the following sub tasks:

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



- Obtain plans showing location and size of all utility lines and appurtenances within the project area. As required, CivilSource will coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes: request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing utilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.
- Coordinate all utilities and obtain approval in writing from affected utility companies regarding conflicts, relocations and improvements.
- Comply with the City of Costa Mesa's "Utility Coordination Procedures."
- Plans will be submitted for comment to each utility agency concurrent with all CivilSource submittals to the City for plan check. Copies of all correspondence to and from the utility companies shall be submitted to the City with the submittals of 70%, 90%, and final plan completion. All plans will be sent to the utility companies via certified mail. Verification of all correspondence with the utility companies will be sent to the City of Costa Mesa Project Engineer.
- Plot all existing underground and overhead utility lines on plans and crosscheck plotted locations with field review information to ensure that the existing lines are shown in the proper location.
- Upon finalizing the proposed improvements, determine where potential utility conflicts exist and where utility modifications are required.
- CivilSource will notify the City of Costa Mesa if any City-owned facilities are in conflict with the new structural section utility coordination of the project.

C. Design Survey and Base Map Preparation

Each of the proposed alleys to be surveyed will be similar in scope.

The horizontal and vertical control is the backbone of any successful survey project. The placement of control point locations is carefully evaluated to refine control point locations to better serve this project and make the working conditions safe for the field staff. Previous work of this nature for various agencies throughout Southern California, particularly for previous work on other alleys in the city, affords us the ability to provide control they desire that will last the duration of the project.

In performing all surveys necessary for the design of the project we will establish control as prescribed by the City of Costa Mesa, utilizing the horizontal and vertical control datum specified in the RFP, our work will be based on the following:

- Horizontal – NAD83 California Coordinate System Zone VI, OCS Adjustment with ground values, rotated to a bearing as shown on the latest recorded Tract Map, Parcel Map or Record of Survey nearest the proposed site.
- Vertical – NAVD88 based on Orange County Surveyor Adjustment in the area of each of the alleys
- With only three exceptions (Alleys 016, 017, 018) Orange County Surveyor Vertical Control is immediately adjacent to the work areas.

We will perform records research through the County of Orange and City of Costa Mesa for existing land boundaries and centerline monumentation (as well as centerline tie notes) for each alley (and the adjoining streets) and compile a record boundary map for the site. We will meet with CivilSource to review the project specifics and ensure quality and completeness in the deliverables prior to any field work. This work should be ongoing at the time of Utility Research to aid in creating base mapping for the project and assist in ensuring that all utility companies and City of Costa Mesa





utilities are accounted for. All utility research and surface markings should be completed prior to field survey work. This preliminary base mapping will also assist in the notification of occupants in writing at least five days prior to the survey being performed.

Control Points will be established in areas that will survive the construction process and will be durable in nature, suitable for usage when construction begins. If this is not possible due to the width of alleys and line-of-sight issues control will be established outside the limits of construction to ensure that continuity in the control can be maintained throughout the construction process. Locations will be made to centerline monumentation for the adjoining streets for each of the alleys requiring survey. This will create ties to constrain any record boundary and utility information as well as create a hard tie to tangible monumentation for construction. Where monumentation exists within the alleys for property corners we will also create ties to those monuments. Control Surveys and Centerline ties can be performed prior to occupant notification as all work is within public right-of-ways. This will enable us to create more timely deliverables. All topographic work should be performed once occupant notification is complete to minimize any repeat set-ups and make the field work flow smoothly.

We will provide cross-sections as required in the RFP and as directed by CivilSource based on a review of the site. At a minimum we will provide detailed design surveys as specified in the RFP including 100 feet minimum either side of the alley entries. All cross-sections will acquire data at major grade break lines and features such as edge of right-of-way, walls, sidewalks, curbs, edge of pavement, medians, buildings, garages and we will also acquire all utility appurtenant devices, manholes, powerpoles and handholes as well as street signage. Where underground markings are provided they also will be acquired for inclusion in the project data base. We will locate above ground appurtenant devices, manholes and handholes that will be affected by the project. We will also provide additional detail for all existing and missing wheel chair ramps to ensure ADA compliance and provide locations to all traffic loops and traffic signal conduit and appurtenant devices in areas which will be affected.

Where applicable we will acquire invert elevations for all Sewer and Storm Drain manholes as well as any other depths requiring measurements as discovered through the course of our research and meetings with CivilSource.

The results of the survey will be drafted for use at a scale of 1"=10' as outlined in the RFP with all pertinent Horizontal and Vertical control references for each site. Deliverables will undergo a rigorous in-house review as well as a review with CivilSource prior to being finalized and submitted.

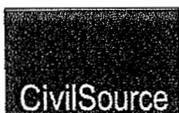
We will extend our topographic survey and cross-sections to accommodate the design of the proposed storm drain improvements along Alley 005 from Ohms Way to 16th Street. When design is complete this may create a situation where Orange County Surveyor Benchmark NB5-11-70 is at risk of obliteration. We will reference this on the plans for inclusion in Item I-11, along with all other "at-risk" monuments.

D. Field Engineering

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 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. We specifically recommend that we conduct a field walk with the City once we have prepared our base map for the alleys.

E. Geotechnical Investigation and Pavement Design

A total of five (5) exploratory borings are proposed as designated by the RFP. Given the presence of several overhead utility lines within several of the alleyways, which might interfere with the tower on a conventional truck-mounted drill rig, and because the depth of the borings will be limited to depths of only 3 feet, we proposed to advance the holes using a hand auger. 12-inch diameter core will be drilled through existing pavement surfaces at each drill site, permitting hand auger access and collection of adequate volumes of soil material for laboratory analysis. Following drilling the open boring shafts will be backfilled with native soils at depth, and a cap of AC material to the surface with a thickness that matches the existing pavement section. The AC backfill material will be mechanically compacted to 95 percent of its maximum density.

Both in-situ (in-place) and bulk (bag) samples of selected earth materials will be collected from each of the borings at vertical depths/intervals representative of existing conditions and appropriate for analytical testing pertinent to the project. Our proposal currently includes collection of one (1) drive sample using a California Modified Split Spoon sampler at each boring location. All samples will be transported to our laboratory and subjected to a variety of physical tests. We understand the specific Traffic-Index (IR) designation for the subject alleyways to be a 4 and that the proposed design life of the new design is for a 20 year period. R-Value tests will be conducted for materials extending to depths of 3 feet below soil grades. The maximum density of different soil types will be determined along with existing moisture and density relationships of drive samples. Expansive Index testing will be conducted on representative soil types. Proposed test includes: Maximum Dry Density (6-inch mold), Visual and Tactile Soil Classification, Moisture Density and Dry Unit Weight (rings), R-Value – Soil, and Expansion Index.

All findings generated by the field and laboratory testing programs will be evaluated by our geotechnical engineers and engineering geologists. Results of the investigation will be presented in the form of a final report containing an introduction, project description, summarization of field observations and conclusion sections. Four copies of the draft and final pavement evaluation reports will be issued. The report will include analysis and recommendations relating to possible use of full depth structural pavement sections for Portland Cement Concrete (PCC) and AC. A statement will be formulated concerning which medium would be the most economical given identified underlying soil characteristics. Requirements will be issued for soil compaction standards and sub-grade preparation.

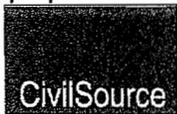
We will provide necessary traffic control devices during performance of field activities within alleyways in compliance with the Work Area Traffic Control Manual (W.A.T.C.H. Manual)

F. Potholing of Existing Storm Drain and Traffic Signal Conduits (only the City's owned facilities)

A total of \$7,000 is included in the fee proposal as a separate line item for each alley. It is our understanding that this allocation is for potholing of City-owned storm drains and traffic signal conduit facilities as requested by CivilSource and approved in writing by the City's Project Manager. It is CivilSource's responsibility and within our fee proposal to identify all underground utilities and determine any conflicts.

G. Storm Drain Plan

The city wants to add the capacity of an existing 48" RCP along Alley 005 from Ohms Way to 16th Street. CivilSource will conduct utility investigation and field survey to explore the various options to either add parallel storm drain pipes or replace the existing pipe with a larger storm drain system. Once the preferred option is selected and approved by the City, CivilSource will prepare the PS&E package for the proposed storm drain system. This task will include the preparation for hydraulic report to show the adequacy of the various options included.



H. Construction Documents

- Construction documents will comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
- Two Resident Engineer's files for each project will be submitted to the City with the final submittal and will contain at a minimum the following: preliminary and final construction quantities and cost estimates and updates, color coded plan set, quantity takeoff sheets, calculation documents, field work information, meeting minutes, utility coordination correspondence, geotechnical documents, survey information, and all other related correspondence.

I. Plans

This task involves the completion of construction documents in the form of final plans, specifications and estimates (PS&E). Specific tasks include but are not limited to:

- Preparation of 7 separate sets of construction drawings, one for Alley 5, one for Alley 51, one for Alleys 67 and 69, one for Alley 16 and 17, one for Alley 18, one for Alleys 117 and 118, and one for Alleys 99, 100, 101 (detailed description of sheet counts for each project are located below). Construction drawings will be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of a 1"=10' horizontal scale and 1"=1' vertically for the alley project.
- Referencing new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the consultant shall establish new stations from the nearest street intersections.
- Plotting profiles of existing and proposed centerlines, tops of curb, flow lines, join lines, and edges of pavement. Profiles will include existing and proposed elevations (including vertical curves, grade breaks, and other elevations), labeling, and percent grades.
- Plotting existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, join lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as necessary. Typical cross sections will be provided.
- Plotting existing improvements in broken or screened lines and labeling existing dimensions from centerline to EP, curb face, and ROW; existing elevations will be placed in parenthesis.
- Incorporating the following on plan view: pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc.), and transitional areas within ROW areas and areas beyond ROW (on private property).
- Including in the drawings retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) will be designed and detailed.
- Providing detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements will comply with ADA regulations and requirements. Detailed drawings will be at a 1"=10' scale.



Proposal to Provide Professional Engineering Services for the Design of Several Alleys

- Providing stations for all existing structures, project limits, centerlines of driveways, streets/alley intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
- Detailing and identifying setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; providing drawings for each monument including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.
- Construction quantities and cost estimates will be prepared during different stages of the design phase and will be submitted to the City.

Deliverables:

	Alley 005	Alley 051	Alley 67	Alley 69	Alley 16	Alley 17
Title Sheet	1	Included	Included	Included	Included	included
General Note Sheet	1	Included	Included	Included	Included	included
Plan & Profile Sheet	1	2	2	2	2	2
Cross Section Sheet	1	1	2	2	2	2
Detail Sheet	1	Included	Included	Included	Included	Included
Traffic Control Sheet	1	1	2	2	1	1
TOTAL NO. SHEETS	6	7	9	9	8	8

	Alley 18	Alley 117	Alley 118	Alley 101	Alley 100	Alley 99
Title Sheet	Included	Included	Included	Included	Included	Included
General Note Sheet	Included	Included	Included	Included	Included	Included
Plan & Profile Sheet	2	1	1	1	1	1
Cross Section Sheet	2	1	1	1	1	1
Detail Sheet	Included	Included	Included	Included	Included	Included
Traffic Control Sheet	1	1	1	1	1	1
TOTAL	8	6	6	6	6	6

Included = for purposes of total sheet count, this counts as (1) sheet. However, there are not costs associated with these sheets since these sheets are similar for each alley with the exception of Alley Name and Location.

The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. CivilSource will deliver completed and approved construction drawings on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, State and Federal laws, City Design Manuals, City Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications (for traffic signal and striping work and all work within State R/W), APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Traffic Uniform Control Devices, and as revised and amended.



CivilSource will utilize subconsultants to perform the necessary ground and/or aerial survey and geotechnical investigations to facilitate preparation of the design; prepare cross sections; prepare topographic survey; prepare culture survey; conduct right-of-way research; prepare legal description; and coordinate geotechnical investigations.

J. Specifications

CivilSource will prepare complete project specifications, including Special Provisions that specifies traffic control and detour information per City's format and direction for the project. Copies of the Standard General Provisions and Construction Contract Agreement shall be supplied by the City to incorporate into the construction documents. The construction documents shall include and comply with HUD guidelines and requirements.

K. Quantity and Cost Estimates (QCE)

CivilSource will provide complete construction quantity and cost estimates for each project. Estimates will be provided at 70% and 90% completion submittals, and a final estimate with the final submittal. Excel files will be submitted with each submittal. One color coded set of blue lines will be submitted with the final estimate to show quantities for each construction item. Quantities will match the Proposal final quantities and quantity take-off sheets, which CivilSource will provide to aid the City during the construction phase.

L. Project Document Submittal and Plan Information

CivilSource will submit the project documents according to the RFP requirements and as follows:

- Five sets of the first submittal at 70% completion of plans with survey information, specifications, and quantity and cost estimates.
- Five sets of the second submittal at 90% completion of plans, specifications and quantity and cost estimates.
- One set of final plans per project at 100% completion to include: original mylar plans, specifications, final quantity and cost estimates, color-coded quantity estimate maps, two resident engineer files, survey information, monuments, and any other related documents. All plan originals, specifications, field notes, calculations, correspondence, etc. will be turned over to the City in hard copy and electronic format with the final submittal. In addition, one set of bluelines of the final plans and one copy of specifications will also be submitted.
- Plans will have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on the left side, and general notes.
- Plans will also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
- Plans and specifications will be signed and stamped prior to submittal.
- All originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on a Flash Memory Stick (thumb drive).
- Field reviews will be performed with City representatives at a minimum after the first and second plan check. CivilSource will also perform a field review after the final project submittal.



M. Bidding & Construction Phase

CivilSource will be available to attend the pre-construction meeting and other meetings with staff, agencies, and the public as required. CivilSource will prepare necessary addenda 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.

CITY OF COSTA MESA
Professional Engineering Services for the Design of Several Alleys - August 2013

TASK NO.	WORK TASK OR ITEM DESCRIPTION	PROJECT DIRECTOR DAI/QC \$160		PROJECT MANAGER \$145		DESIGN ENGINEER \$120		CADD DESIGNER \$80		ASSISTANT ENGINEER/ ADMIN \$65		SUBCONSULTANT HUNBAKER (SURVEYING)	SUBCONSULTANT AMERICAN GEOTECHNICAL (GEOTECH)	POTHOLING	TOTAL HOURS \$	TOTAL FEE \$
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$					
1	PROJECT KICK OFF MEETING	1	\$160	2	\$290		\$0		\$0		\$0				3	\$450
2	PROJECT ANALYSIS & REVIEW, MTGS AND COST ACCOUNTING	1	\$160	12	\$1,740	8	\$960		\$0	8	\$520				29	\$3,380
3	UTILITY INVESTIGATION AND COORDINATION		\$0	2	\$290	8	\$720		\$0	4	\$260				12	\$1,270
4	DESIGN SURVEY		\$0	1	\$145	2	\$240		\$0	1	\$65	\$13,900			4	\$14,350
5	FIELD ENGINEERING (3)	1	\$160	8	\$1,160	24	\$2,880		\$0		\$0				33	\$4,200
6	GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN		\$0	1	\$145	1	\$120		\$0	1	\$65		\$7,500		3	\$7,830
7	POTHOLING OF CITY'S OWNED UTILITIES		\$0		\$0		\$0		\$0		\$0			\$7,000	0	\$7,000
8	PREPARATION OF 70% PLANS	4	\$640	24	\$3,480	64	\$7,680	380	\$30,400		\$0				472	\$42,200
9	PREPARATION OF 80% PLANS	4	\$640	16	\$2,320	48	\$5,760	120	\$9,600		\$0				188	\$18,320
10	PREPARATION OF FINAL PLANS	4	\$640	12	\$1,740	26	\$3,120	48	\$3,840		\$0				90	\$9,340
11	PREPARE PROJECT SPECIFICATIONS	4	\$640	16	\$2,320	32	\$3,840		\$0	12	\$780				64	\$7,580
12	PREPARE QUANTITY AND COST ESTIMATES (QCE)	2	\$320	4	\$580	8	\$960	16	\$1,280	4	\$260				34	\$3,400
13	ATTEND PRE-CONSTRUCTION MEETING AND OTHER MTGS	1	\$160	1	\$145	4	\$480		\$0	1	\$65				7	\$850
14	RESPOND TO REQUEST FOR INFORMATION (RFI'S)	1	\$160	1	\$145	6	\$720		\$0	1	\$65				9	\$1,090
15	CONSTRUCTION PHASE ASSISTANCE (AS NEEDED)	1	\$160	4	\$580	8	\$960		\$0	2	\$130				15	\$1,830
	PROJECT EXPENSES (ESTIMATED AT 1.5%)															\$1,790
																\$171,890

NOTES: P = PLANS, S = SPECIFICATIONS, E = ENGINEER'S ESTIMATE

afe

EXHIBIT B
PROJECT SCHEDULE

PROPOSED SCHEDULE

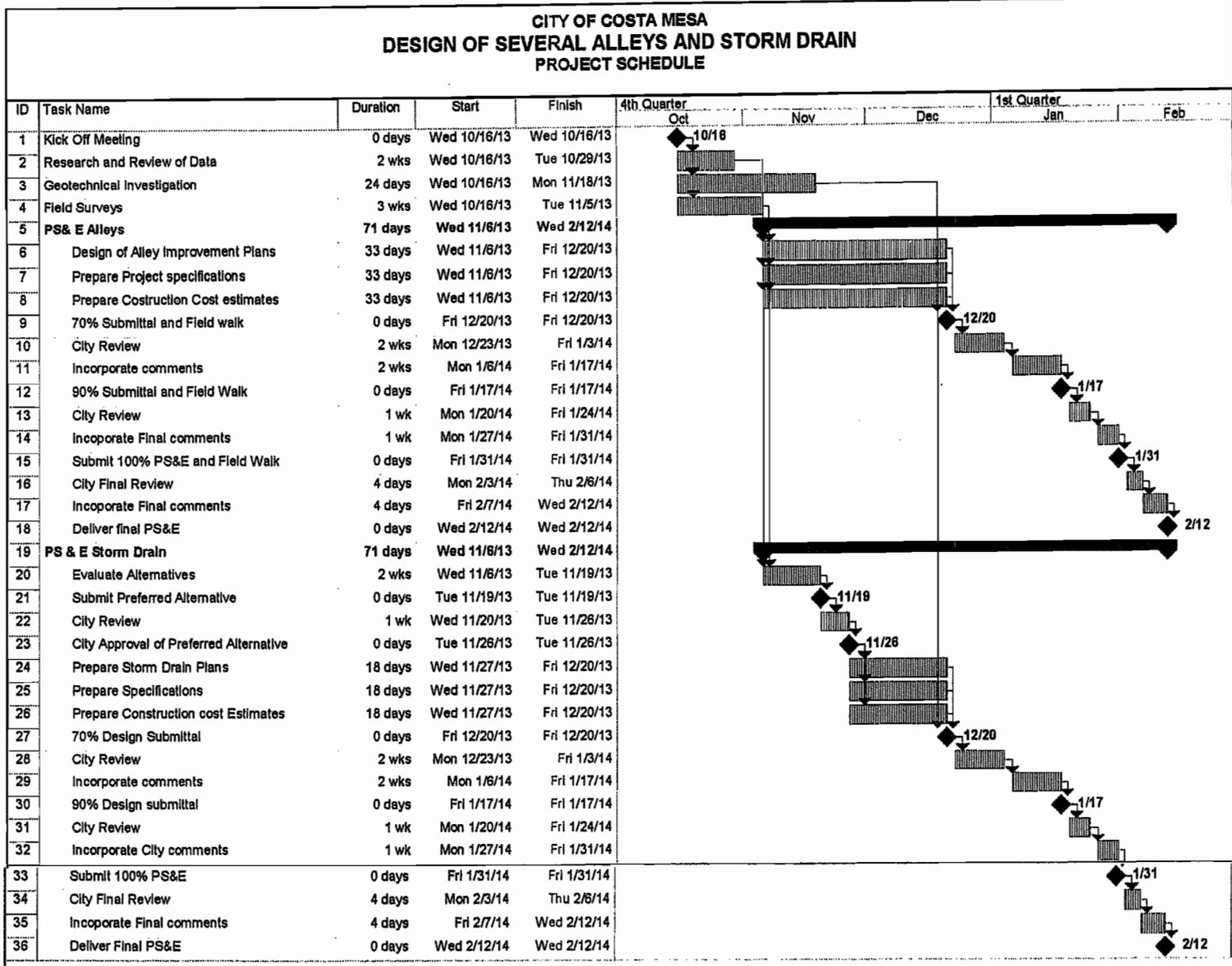


EXHIBIT C

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2013

PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Civil Source, Inc. 9930 Research Drive Irvine, CA 92618	INSURERS AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co INSURER B: Travelers Casualty&Surety Co of INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6802810L758 General Liab. excludes claims arising out of the performance of professional services.	07/20/13	07/20/14	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000	
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA4592L377	07/20/13	07/20/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP6772Y251 Does not include Professional Liability.	07/20/13	07/20/14	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB6771Y518	07/20/13	07/20/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
B		OTHER Professional Liability Claims made	105968526	07/20/13	07/20/14	\$2,000,000 per claim \$2,000,000 annl aggr.	

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

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

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

City of Costa Mesa 77 Fair Drive fourth floor Costa Mesa, CA 92628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL AUTHORIZED REPRESENTATIVE <i>Kathleen A. Vassou</i>
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44

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

45

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-

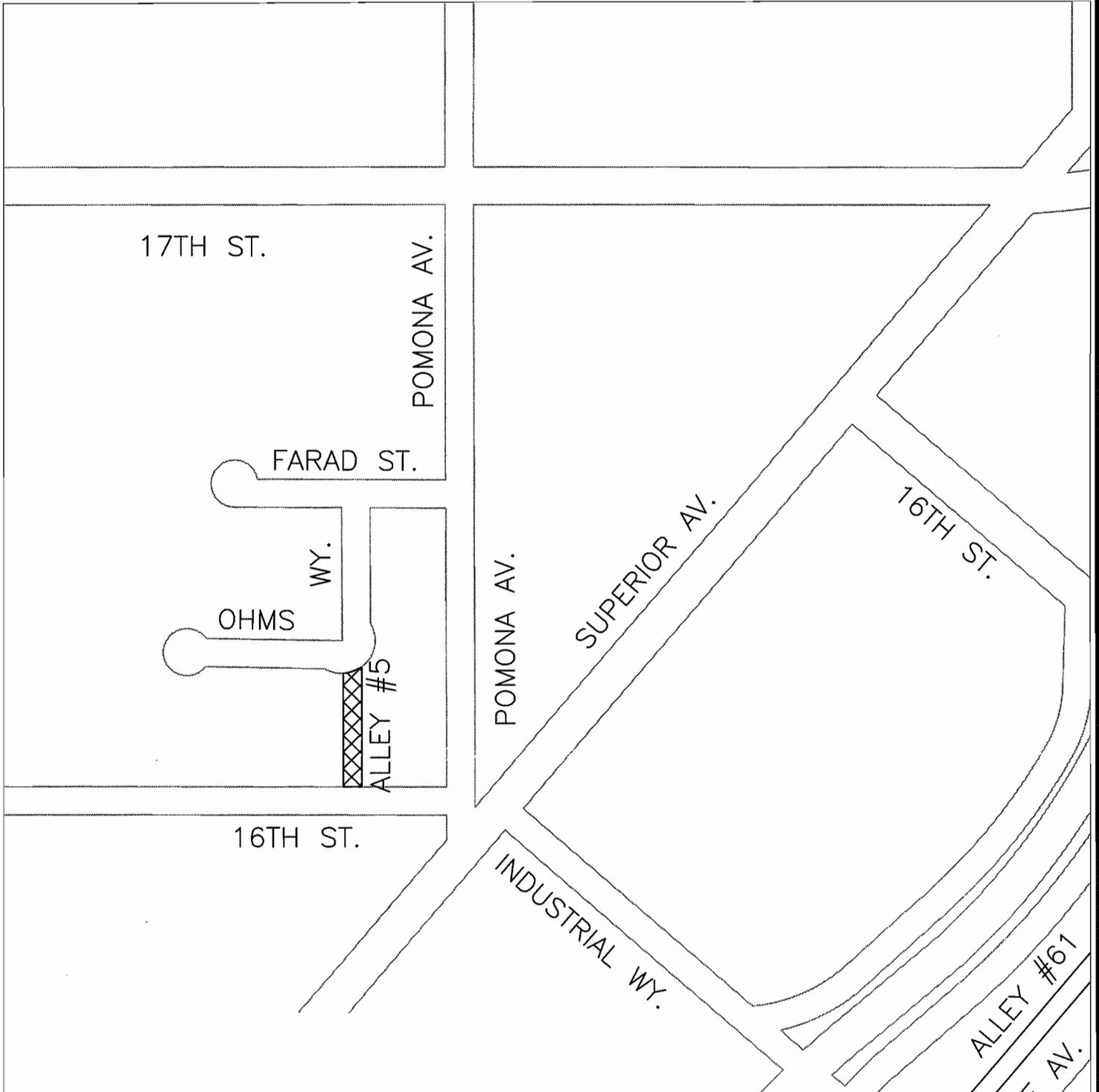
erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- 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.



CITY OF COSTA MESA

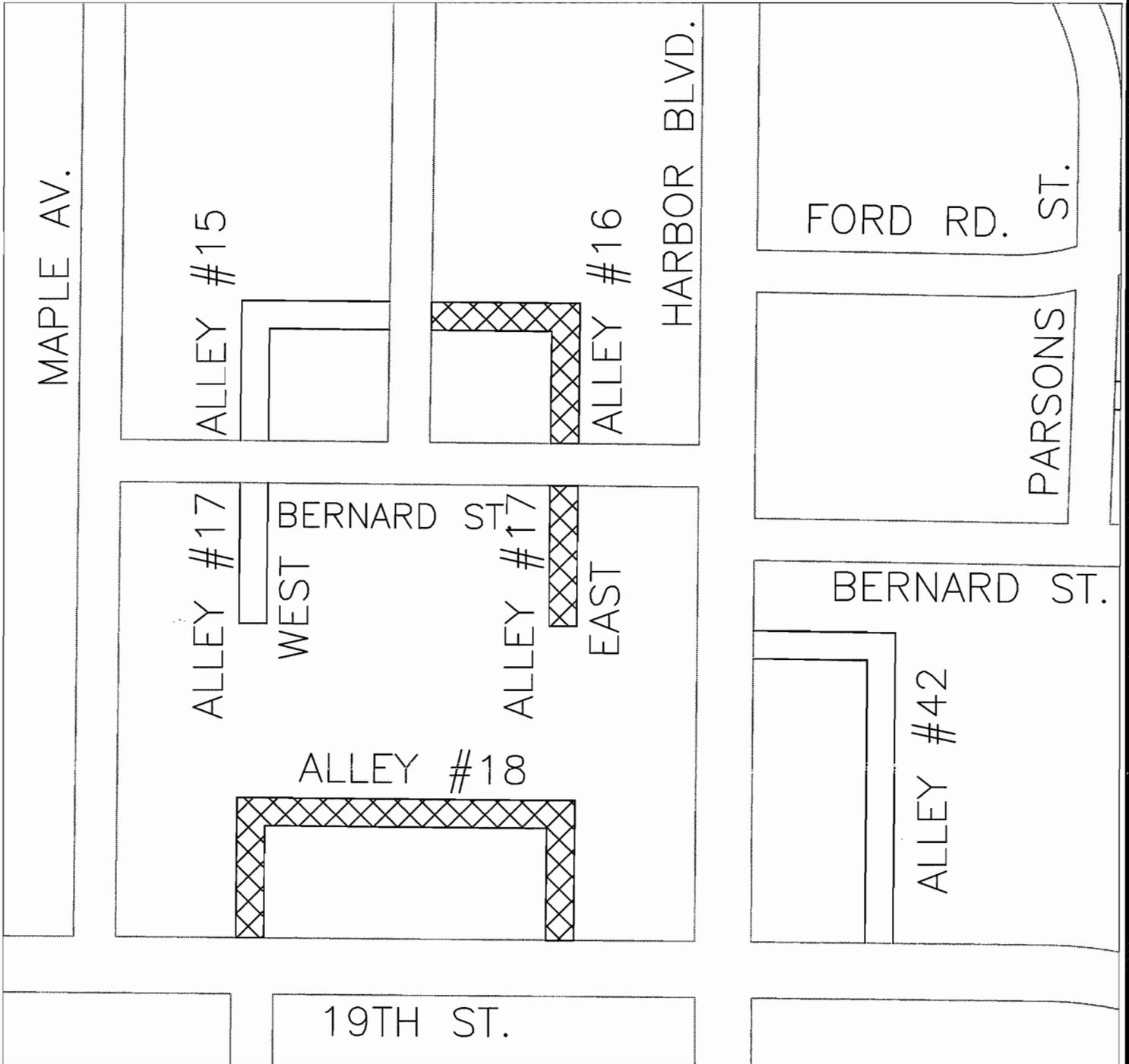
Public Services/Engineering



LOCATION MAP
ALLEY #5 - POMONA AVE.



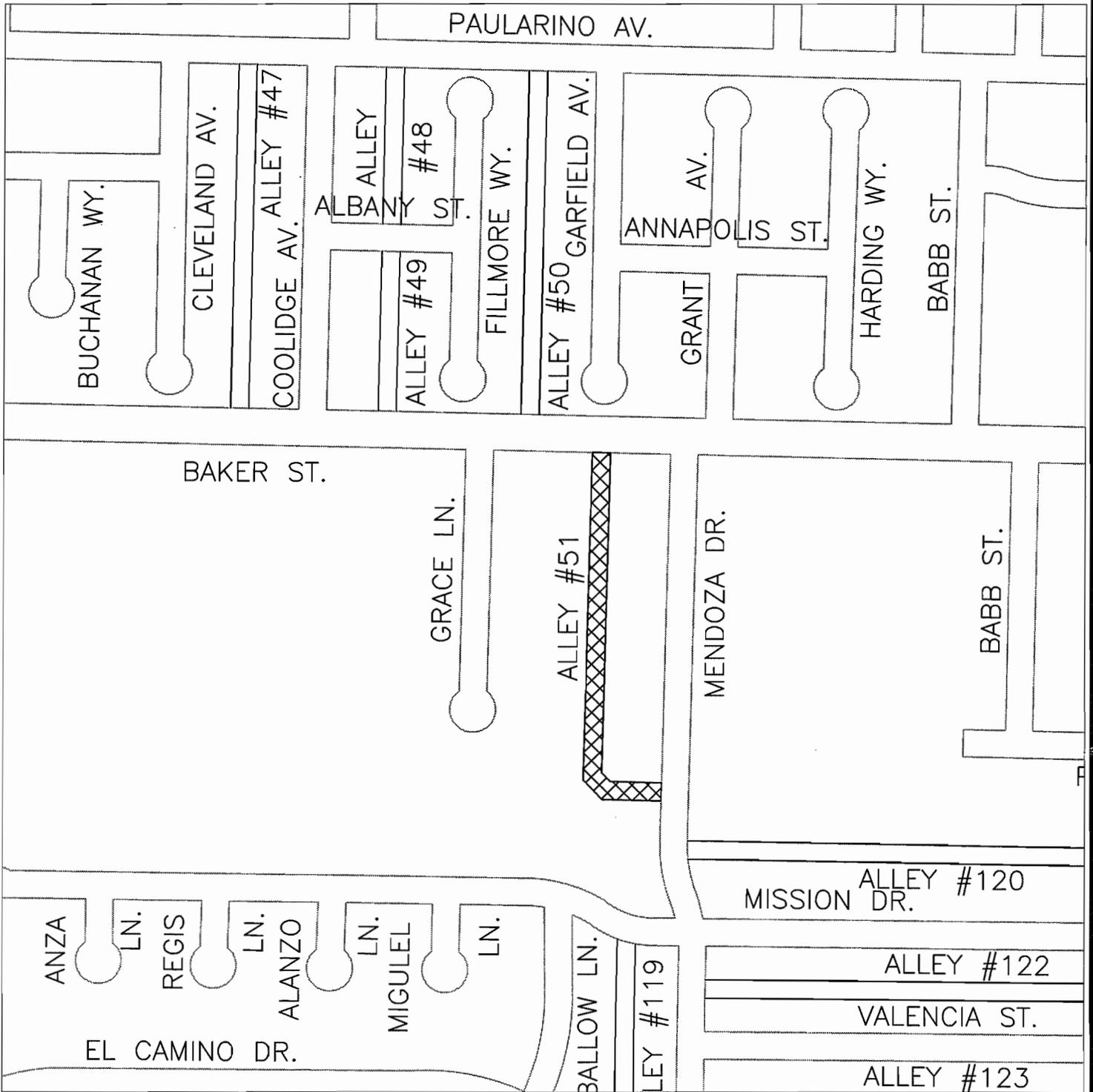
CITY OF COSTA MESA Public Services/Engineering



**LOCATION MAP
ALLEY #16 - HARBOR BLVD.
& ALLEY #17 - E. BERNARD ST.
& ALLEY #18 - BERNARD ST.**



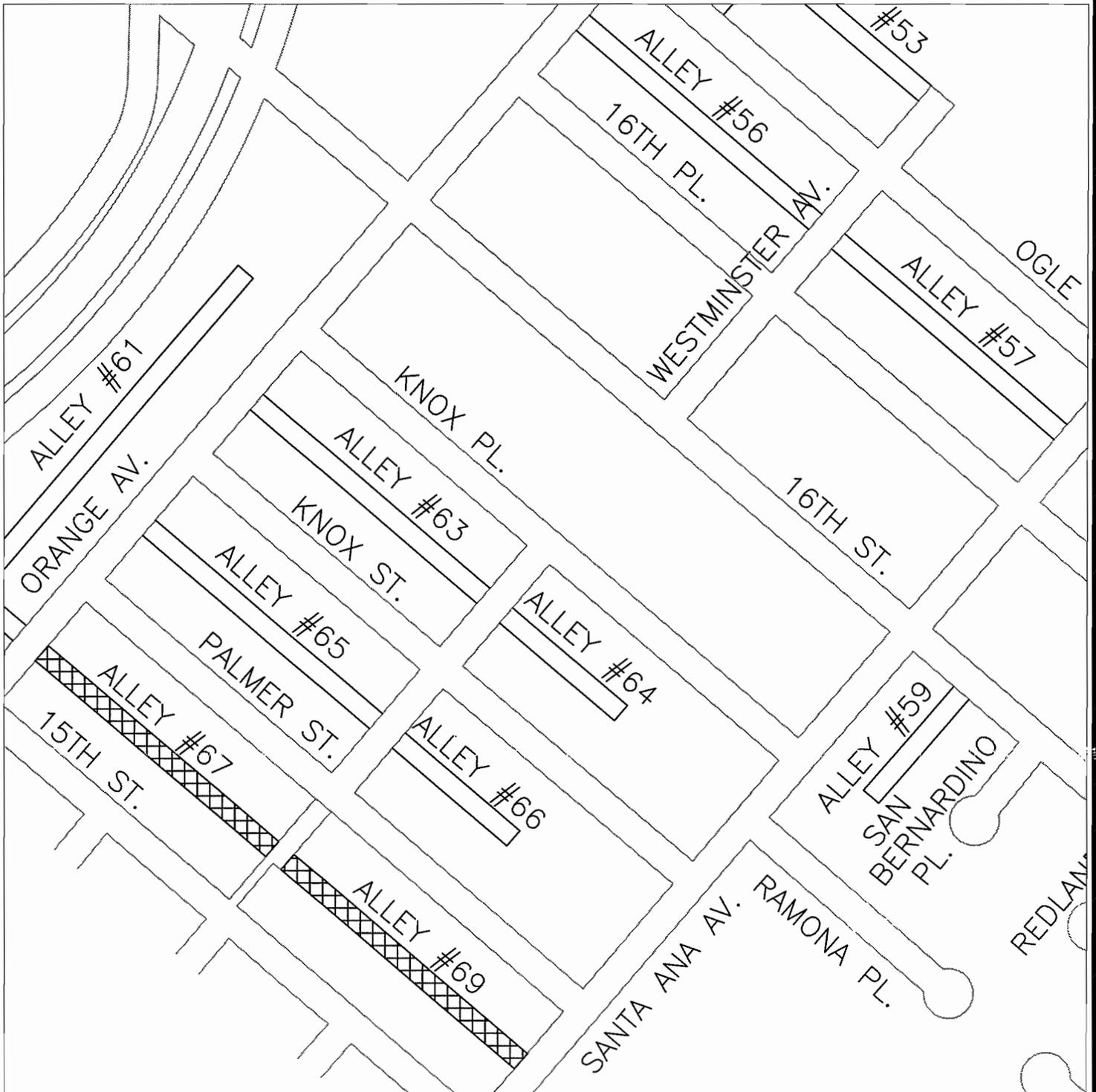
CITY OF COSTA MESA Public Services/Engineering



LOCATION MAP
ALLEY #51 - MENDOZA DR.



CITY OF COSTA MESA Public Services/Engineering



LOCATION MAP
ALLEY #67 - PALMER ST.
& ALLEY #69 - PALMER ST.



CITY OF COSTA MESA

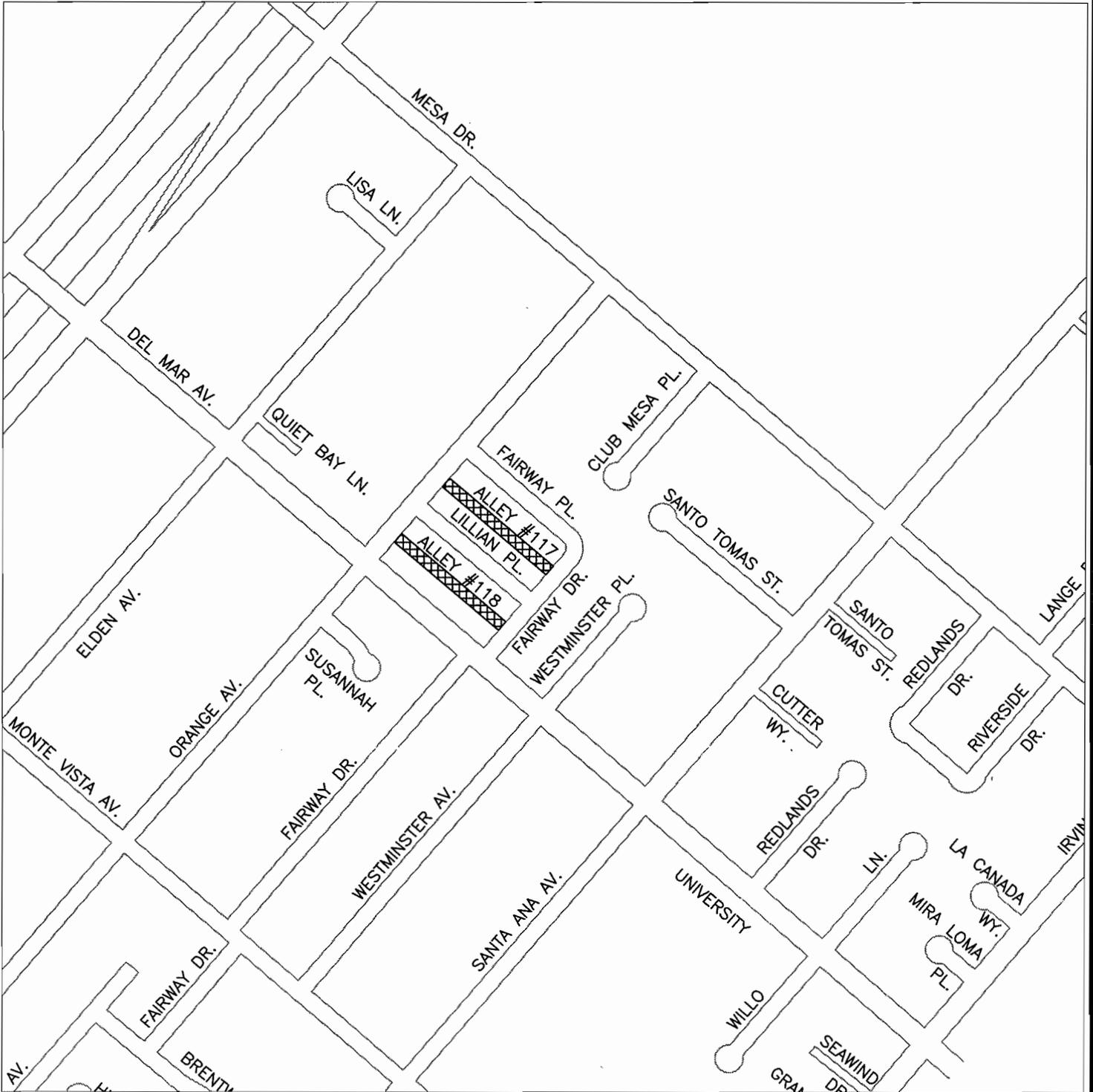
Public Services/Engineering



LOCATION MAP
ALLEY #99 - 17TH PL
& ALLEY #100 SANTA ANA AVE.
& ALLEY #101 17TH PL.



CITY OF COSTA MESA Public Services/Engineering



LOCATION MAP
ALLEY #117 - FAIRWAY PL.
& ALLEY #118 - LILLIAN PL.