

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ANDERSONPENNA PARTNERS, INC.**

THIS AGREEMENT is made and entered into this 4th day of February, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ANDERSONPENNA PARTERS, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B", both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his 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 (3)

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. **COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred and Nine Thousand Three Hundred Dollars (\$ 109,300.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are

unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City 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. 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 "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year through February 3, 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 based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the

City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers

are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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:

AndersonPenna Partners, Inc.
20280 Acacia Street, Suite 100
Newport Beach, CA 92660
Tel: (949) 428-1500
Fax: (949) 258-5053
Attn: David Anderson

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5183
Fax:(714)754-5028
Attn: Pritam Deshmukh

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" 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 this Agreement and 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, pursuant to this Agreement 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 Jim Righaimer

Date: _____

CONSULTANT



Signature

Date: 1/14/2014

David R. Anderson, Executive Vice President
Name and Title

20-3110850
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:



City Attorney

Date: 01/17/14

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

poleshmukh

Project Manager

Date: 1-16-14

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

November 13, 2013

SUBJECT: REQUEST FOR PROPOSALS – DESIGN AND ENVIRONMENTAL SERVICES FOR IMPROVEMENTS ON RED HILL AVENUE, PLACENTIA AVENUE, AND BRISTOL STREET

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering and environmental services to design improvements on three (3) separate street segments in Costa Mesa. The scope of services generally consists of preparation and processing of environmental documents and preparation of civil engineering design plans for the installation of raised medians and landscaping along Red Hill Avenue, Placentia Avenue, and Bristol Street.

Proposals for professional engineering and environmental services are requested for the three (3) individual projects listed below. The City may choose to award each project separately to different consultants or combine projects and award one or more to the same consultant.

- Project A: Median installation and landscaping along Red Hill Avenue between Bristol Street and McCormick Avenue
- Project B: Median installation and landscaping along Placentia Avenue between Adams Avenue and Wilson Street
- Project C: Median installation and landscaping along Bristol Street between Baker Street and Newport Boulevard Southbound Frontage Road

Consultants' Proposals should include each individual Project that they are proposing, in one submitted document.

Each project is structured in the four (4) following phases:

- Phase 1: Existing Plan Review, Survey, and Preliminary Design
- Phase 2: Environmental Analysis and Approval
- Phase 3: Final Civil Engineering Design
- Phase 4: Federal Approval for Construction and Construction Support

Community outreach should be incorporated during the first three (3) phases of the project.

BACKGROUND

The City of Costa Mesa has identified accident patterns within the three (3) Project street segments that could be improved by the installation of raised landscaped medians.

In January 2013, the City was awarded Federal Highway Safety Improvement Program (HSIP) grant funds for three (3) individual projects to install medians, landscaping, and associated

improvements along Red Hill Avenue, Placentia Avenue, and Bristol Street to improve pedestrian and traffic safety. Authorization to proceed with the final design for the three (3) projects was received in September 2013.

SCOPE OF SERVICES

The project scope includes the preparation of plans and processing of documents to allow the installation of medians and landscaping along Red Hill Avenue, Placentia Avenue, and Bristol Street. The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The following description of work defines the general project requirements for each median project (A, B, and C). Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

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

This phase consists of defining the physical conditions and utilities within the project area, preparation of preliminary design plans and establishing the design features proposed, and meeting with affected stakeholders. For Project C (Bristol Street) between Baker Street and Randolph Avenue, the consultant shall perform a traffic analysis of turning movements from driveways and pedestrian crossing movements. Based on this analysis, the consultant shall provide median alternatives to address traffic and pedestrian issues. This phase shall include the following:

1. Meet with City staff to define and clarify the work plan and project elements. The City will provide data collected to date and conceptual plans for consultant use. It is the consultant's responsibility to verify the accuracy of all information provided by the City.
2. Review all City-supplied information, including conceptual plans and neighborhood concerns.
3. Perform additional topographic surveying extending through the project area to establish horizontal and vertical controls at 25' intervals. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout the project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Research and establish the precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City-adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.
5. Plot the detailed survey notes and electronic mapping files at 40 scale using CAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, manholes, and all other physical features.
6. Perform a traffic analysis of turning movements from driveways and pedestrian crossing movements along Bristol Street (Project C); recommend any alternatives to the proposed median and meet with City and affected stakeholders to reach consensus on the design.

7. Preliminary design work includes plans for construction of median improvements. The preparation of cost estimates shall be included.

Community Outreach:

Installing raised medians and landscaping at certain locations may have impacts to property frontages of affected businesses. The City intends to hold three (3) neighborhood meetings and one (1) City Council Public Hearing, to identify and finalize the project concept. The Consultant is required to continue this outreach to the community during the design process under the City's direction. For the purposes of this proposal, assume up to three community outreach meetings and a City Council presentation. The Consultant will plan, prepare, and conduct these meetings based on discussions with the City. The City will assist in providing notification to affected stakeholders including businesses and residents.

PHASE II - Environmental Study

This phase includes the preparation of a Preliminary Environmental Studies (PES) document analyzing and describing environmental impacts and mitigations of each of the proposed projects, Projects A, B, and C, meeting California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. As the three (3) median projects are federally funded, Caltrans will review and approve all environmental documents. All associated work required to receive environmental compliance shall be included within the subject scope of services, including the preparation of the Field Review form, Aerial Deposited Lead (ADL) study and other environmental studies as required, copying, distribution/mailing of notices, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports, and other materials for the City and Caltrans review, and address all elements to achieve Caltrans environmental clearance.

PHASE III - Plans, Specifications & Estimates

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

- A. **Construction Documents** - Prepare separate design plans and profiles at 1" = 20' scale on standard 24" x 36" mylar for each Project. Electronic CAD files compatible with AutoCAD 2007 and other document files shall be delivered to City. Complete plans on mylar per City standards. Plan and profile will be required for the existing and proposed elevations. Plans are to be fully detailed to advertise and construct the project. Design plans shall include median design, landscaping and irrigation, signing and striping, and traffic control and detour, etc. Work for Project A, Project B, and Project C shall include:
 1. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Comply with Caltrans' "Manual on High and Low Risk Underground Facilities within Highway Rights-of-Way."
 2. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations.

3. Prepare a Water Pollution Control Plan meeting recent City and State standards.
4. Prepare final cross sections at 50' intervals, indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, effect to private property, etc., conforming to City standards. Detailed and complete cross sections shall be submitted with the first plan check.
5. Traffic control plans are required and must provide continuous driveway and pedestrian access at all times during the construction phase of the project. Traffic control plans shall identify each construction stage and sequence, provide adequate details on alternate detour routes, developed to minimize impacts to residents. It is intended that all travel lanes remain open during daytime hours, and that existing on-street parking remain functional on at least one side of street during construction in daytime and all parking is available during evenings and weekends.
6. The consultant shall prepare preliminary and final color renderings (hard copy and PDF) of landscaping including planting plan and palette, and a minimum of two (2) isometric views for each project to be used in presentations and reports.
7. For budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final the detailed construction quantity and cost estimate.
8. Obtain final design approval from the City, and comply with all applicable requirements.
9. Complete project contract documents and special provisions in a format consistent with current City projects and in conformance with State and Federal guidelines. A copy of the construction contract agreement will be furnished by the City.
10. Prepare and submit two (2) Resident Engineer files, containing at a minimum, final construction quantities and cost estimates with background calculation work sheets; soil and hydrology reports; survey data; Caltrans permit material; and relative information.
11. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. The consultant will also be responsible for preparation of final as-built plans.
12. The selected consultant shall include all additional items necessary to achieve completion and approval of the final design plans and specifications.

PHASE IV – Caltrans Construction Authorization forms

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

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

requested to have an in-house technical level of expertise to professionally address all aspects of the project.

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

Content of Proposal

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

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

Fee Schedule

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

- Phase 1: Existing Plan Review, Survey, and Preliminary Design
- Phase 2: Environmental Study
- Phase 3: Final Civil Engineering Design
- Phase 4: E-76 Authorization to Initiate Construction

Total Not To Exceed Price - \$ _____

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

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee

adjustment will be allowed unless said **prior approval** is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

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

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th Floor City Hall, **on or before 5:00 p.m., December 11, 2013**. If additional information is required, please contact Pritam Deshmukh, Associate Engineer, at (714) 754-5183, or via email at pritam.deshmukh@costamesaca.gov.

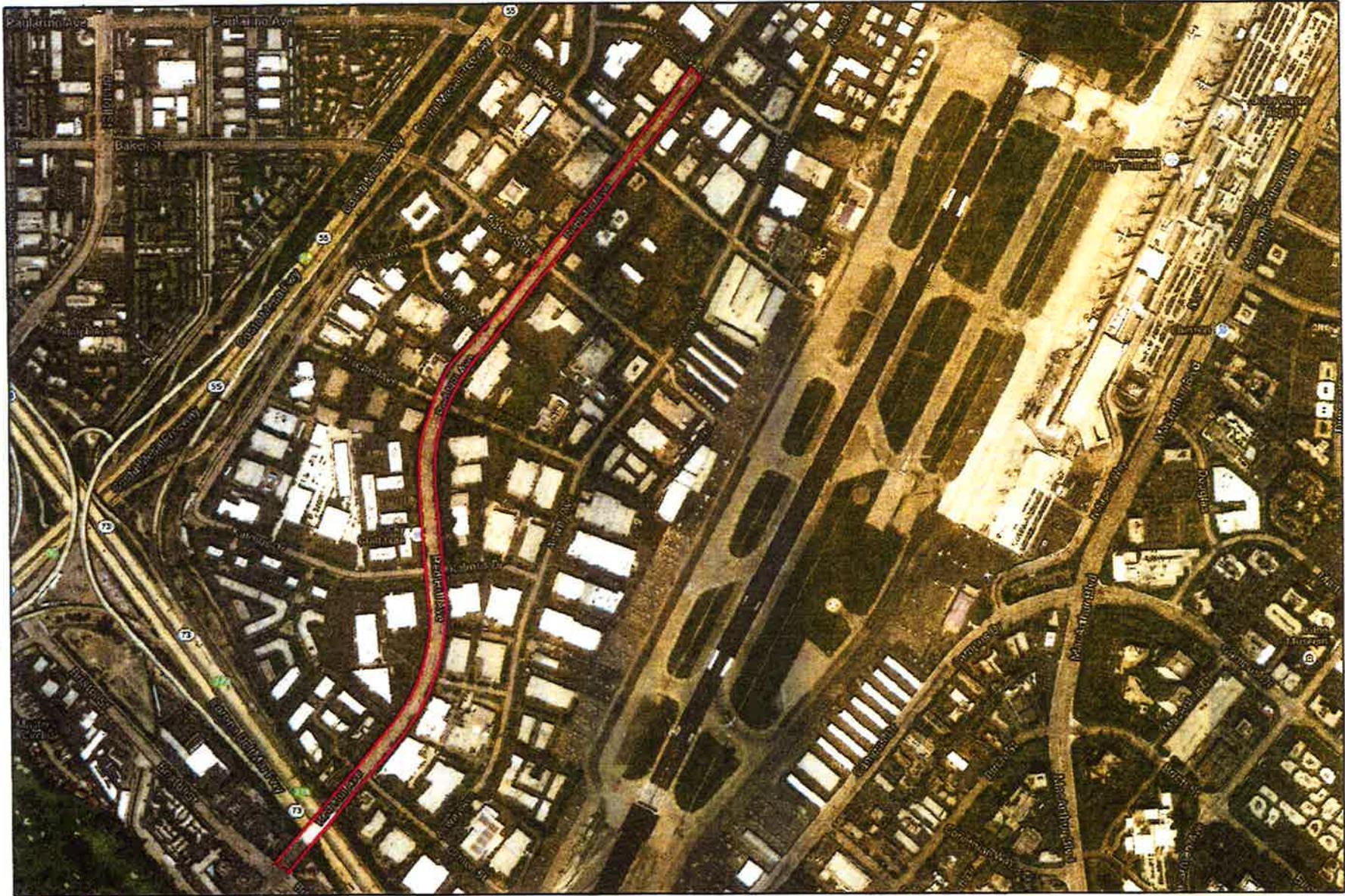
Sincerely,



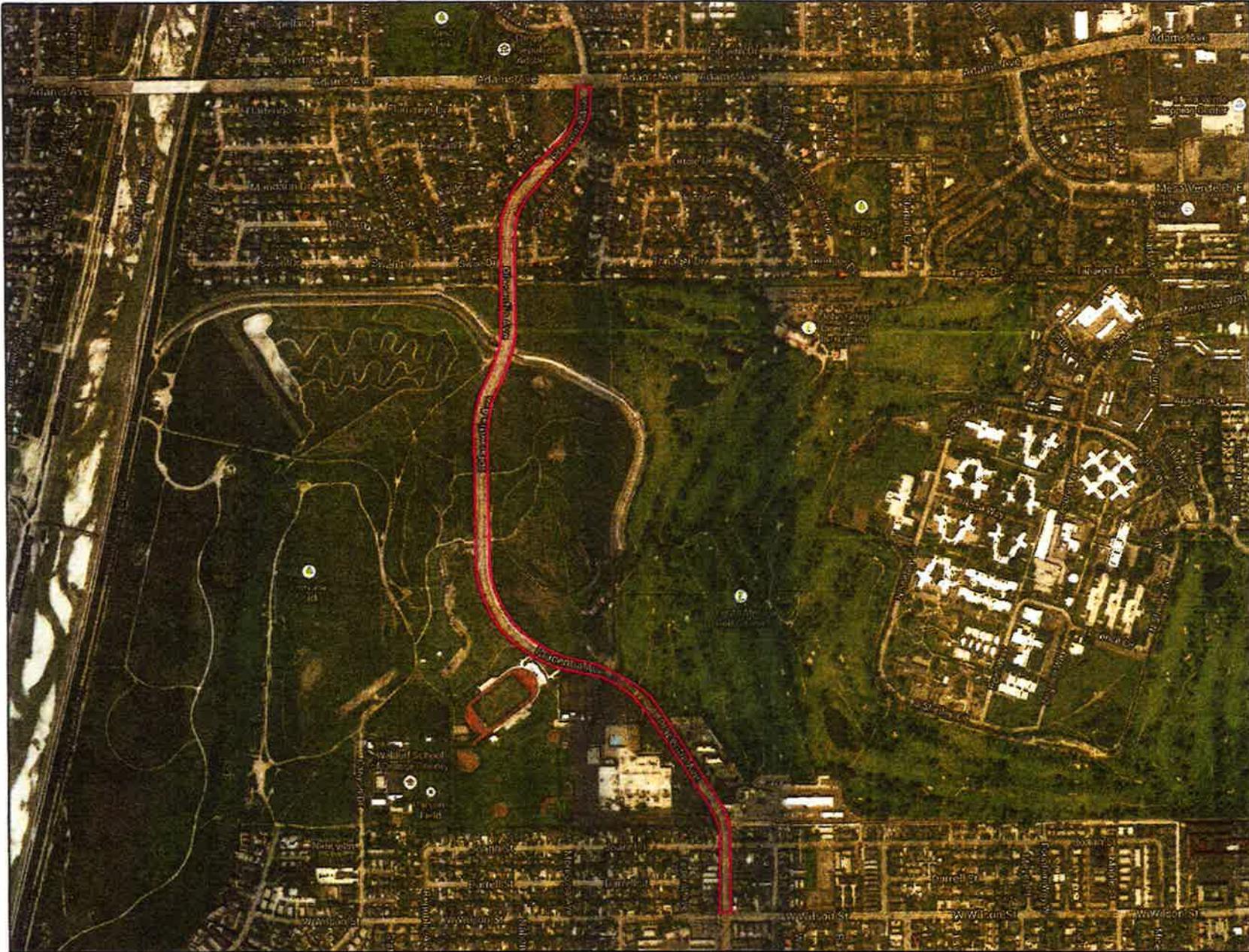
**RAJA SETHURAMAN, Manager
Transportation Services**

Attachments: 1 - Location Maps
 2 - Sample Professional Services Agreement

c Ernesto Munoz, Public Services Director
 Pritam Deshmukh, Associate Engineer
 David Cho, Assistant Engineer



**PROJECT A : REDHILL AVE
MCCORMICK AVE TO BRISTOL ST**



**PROJECT B : PLACENTIA AVE
ADAMS AVE TO WILSON ST**

22



**PROJECT C : BRISTOL ST
BAKER TO SB NEWPORT BLVD**

23

Exhibit B

This Agreement template is for informational purposes only and is intended for use as an example to vendors showing the City's requirements. When making a request, please submit only the Request form, above, and supporting documents.

PROFESSIONAL SERVICES AGREEMENT FOR

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

WITNESSETH:

A. WHEREAS, City proposes to have Consultant perform _____ as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this

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

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____ Dollars (\$_____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of ___ (X) year, ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel:
Fax:
Attn:

IF TO CITY:

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

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in

any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to

this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa
CONSULTANT

Date: _____

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

EXHIBIT C
FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

b. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/23/2010

PRODUCER [REDACTED]	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 [REDACTED]	INSURERS AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of Connecticut INSURER B: Travelers Property Casualty Co of Ameri INSURER C: Liberty Insurance Underwriters, Inc. INSURER D: Travelers Casualty Ins. Co. of America INSURER E:

* Sample *

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 LTR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	8/15/2009	8/15/2010	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
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	[REDACTED]	8/15/2009	8/15/2010	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 \$ EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$0
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[REDACTED]	9/1/2009	9/1/2010	<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	[REDACTED]	3/25/2010	3/25/2011	\$1,000,000 per claim \$2,000,000 annual aggr

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

RECEIVED
 MAR 24 2010
RISK MGMT.

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Dr. Costa Mesa CA 92626	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION: 10 Day Notice for Non-Payment of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE [REDACTED]
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42

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Sample

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
ECG 24 514 05 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.

**EXHIBIT B
CONSULTANT'S PROPOSAL**



Work Plan

PHASE 1 – TOPO SURVEY, FIELD CONDITION ASSESSMENT, ALTERNATIVES ANALYSIS, PRELIMINARY DESIGN & RESIDENT MEETINGS

100 - Preliminary Design Meeting

APP shall attend a preliminary design meeting with City staff to review the project scope and schedule. Design criteria and technical project parameters will also be discussed.

110 – Research and Field Review

A thorough search of the available records will be conducted to acquire relevant data to assist in the design of the project. The information accumulated will include as-built drawings, utility information, and horizontal and vertical control data.

The Project Team will review the project in the field and take photographs of potential problem areas or items that need special attention, focusing on the driveways and chokers. The photographs will be filed in photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings. As a part of the field review, all of the existing surface topographical features per the survey data will be verified. Any discrepancies will be noted and resolved with the surveyors.



120 - Ground Survey

Field survey work shall consist of the following subtasks:

Centerline Control

Huitt-Zollars will locate centerline monumentation in the project area, calculate the centerline alignment for each project, orient that work to the Orange County Surveyor GPS State Plane Coordinate System NAD83 2007.00 Epoch for use as horizontal control, and will utilize the Orange County Surveyor Vertical Control Network NAVD88 Datum for vertical control.

Key Issue: APP proposes to utilize the existing ESRI mapping for our base mapping of the outside curbs and driveways. We have successfully utilized this approach for recent arterial roadway projects in Lake Forest and Mission Viejo that total over 8 miles in length. This approach will significantly reduce the amount of ground survey required.

Design Topo

Work includes cross-sections at 25-foot intervals, with shots at ± 2 feet off of each side of the existing median island stripe (proposed median curb location). Work also includes location of all visible utilities within the median area.

Digital Orthophoto (optional)

Given the anticipated close coordination with the property owners on the Bristol Project, our recommendation (based on previous experience) is to obtain aerial topographic mapping and a digital orthophoto. These materials are more useful at public meetings and are more easily understood by lay people since their individual properties are easier to see. Huitt-Zollars will prepare a color digital orthophoto and 40-scale aerial topographic mapping of



the project area. Work includes setting and control of aerial targets, flight, photography and compilation. We recommend this for the Bristol Project.

130 - Utility Coordination

Information will be collected from all of the utility companies and added to the base map information. The City's "Utility Coordination Procedures" will be followed. Coordination with the utilities will continue throughout the design of the project.

140 – Base Map

APP shall prepare project base maps using the following procedure:

- Combine the survey information collected with the ESRI data to create a 40-scale CAD base map for each project.
- Add all pertinent information, including utility locations obtained under Task 130, to the base maps.
- Field review base map and modify as necessary.

150 – Traffic Analysis

Bristol Street, especially the segment between Baker Street and Randolph Avenue, is a challenging segment from a traffic perspective. The through traffic is heavy with 22,000 daily volumes. There are about 20 driveways along both sides of the roadway. All driveways currently have no restrictions for left-turn in and out movements, which increase the chances for potential accidents. Both the Lab Anti Mall and the Camp Mall are high traffic generators, which make all movements even more complicated. Pedestrian crossing is another issue. Jaywalking has been frequently observed within the segments. Although we will study this more during the actual project design, based on our preliminary investigation, we propose two preliminary alternatives:



1. *Introduce a new signal for the main driveway for the Lab and the Camp Malls.*

The signal will cover four offset driveways and needs special phasing and timing. We believe it is feasible, based on our experience with a similar geometric situation. Because the intersection is wide, "Keep Clear" pavement markings and signage are necessary to be installed between the two crosswalks. All other driveways will be right-in and right-out-only, to avoid conflict. A raised median will be constructed to physically restrict illegal movements. The left-turn pockets at the two ends of the signalized intersections will be extended to allow more U-turn traffic. Signal timing and phasing will be evaluated to achieve coordination and leave enough room for driveway movements. See Alternative 1 Exhibit in Appendix.

2. *No signals are to be installed, but the median refuge will be opened up to allow left-turn movements for the main driveway for the Lab and the Camp Malls.*

Instead of installing a signal, a median refuge will be constructed to allow left-turn-in movements for the LAB as well as the CAMP. The length of the left-turn pocket will be evaluated based on the traffic analysis. All other driveways will be right-in and out only. The left-turn pockets at the two ends of the signalized intersections will be extended to allow more U-turn traffic. See Alternative 2 Exhibit in Appendix.



Traffic Data Collection

KOA will conduct 24 hours tube counts for the segment between Bake Street and Randolph Avenue. The 24-hour volume plot will be used to identify roadway peak hours and determine the turning movement count time periods. It is our understanding that evening and night hours may be heavier than AM and PM peak hours. If that is the case, we will conduct intersection and driveway turning movement counts for AM, PM, and night hours.

Traffic Analysis

KOA will conduct operational analysis using SYNCHRO in order to determine the queuing conditions and adequate storage lengths. KOA will review and adjust the intersection signal timing plan with the proposed geometric improvement. Nearby intersections are included as part of the study to ensure the signal coordination and optimization, as well as determine the upstream and downstream traffic operation impact. Based on the analysis, KOA will verify the lane requirements and left-turn storage needs for the proposed traffic signal modification to determine whether signal phasing and timing should be modified. An adequate geometric alignment of length, taper, and width of any additional lanes for the intersection improvement will be determined in the study.

Signal timing synchronization and coordination will be considered while conducting the SYNCHRO analysis to optimize the signal performance along the corridor.

KOA will work closely with AndersonPenna to prepare several concept plans and provide drawings.

Traffic Technical Memorandum Preparation and Submittal

A traffic study tech memo will be submitted as a separate document for the City's review. Any proper or reasonable revisions will be incorporated into the traffic study in order to be fully responsive to the Scope of Services. Reasonable revisions include any corrections to the report within the general scope of work, but exclude any traffic data collection or analysis at any locations except as specified in our proposal.

160 – Preliminary Plans

From the median layout developed for each project, a Conceptual Landscape Plan will be generated for the medians including plant material photos and color rendered drawings to include a plan and (2) isometrics for presentation and review by the public and the City. A typical median planting layout will be shown at 1"=20' scale, which is indicative of the entire median project.

Preliminary median improvement plans (20-scale) will be prepared using the base sheets. With minor exceptions on Bristol to accommodate left turn pockets at a few driveways, the raised median alignment is assumed to be the same as the existing striped median, including turn pocket lengths. During the preliminary design stage, the median locations will be finalized, including the locations of all median openings. No profile work is proposed at the preliminary stage (Phase 1) of the project. Construction cost estimates will also be prepared.





170 – Community Outreach

The APP Team has assumed attendance at up to three neighborhood meetings and one City Council presentation for Bristol, including preparation of large-sized exhibits and color renderings.

APP Team: Although obtaining consensus on most median projects in commercial areas is a challenge, it will be even more so for Bristol for the reasons noted. APP's Project Manager and Traffic Engineer recently successfully completed the design and consensus building on a major (over 1 mile in length) median project on Firestone Boulevard in the City of Downey.

180 - Meetings

As requested in the RFP, we have assumed two meetings with the City per month, with many of the meetings consisting of a telephone update on the current and future status of the project, including discussion of any specific challenges and schedule updates.

PHASE 2 – ENVIRONMENTAL STUDY

200 – Preliminary Environmental Study (PES)

ECORP Consulting will prepare the PES form for the project. The PES form will be used to consult with Caltrans/FHWA to determine the appropriate NEPA document for the project (in this case, a CE). The Local Assistance Procedures Manual requires the following steps for this process:

Develop Complete Project Description and Detailed Map

ECORP Consulting will prepare a description of the project including the location of the project areas (including a project map); a brief description of the environmental setting; an identification of environmental effects using the PES.

Review Relevant Literature, Maps, and Inventories

ECORP will review existing environmental and planning information, such as the City's General Plan and General Plan EIR, soil surveys, and the California Natural Diversity Database (CNDDDB) and California Native Plant Society Electronic Inventory (CNPSEI). We have also assumed that technical studies prepared for this project by AndersonPenna (such as the traffic analysis, utility easement information, hydrologic/hydraulic report) will be provided to us for use in the PES, as applicable.

Request Technical Information from Resource and Regulatory Agencies

This task will be completed as described above.

Verify Research Findings in the Field (Site Visit)

A site visit will be conducted by an Environmental Analyst.

Complete PES Form

ECORP Consulting will complete the PES Form and provide an electronic copy (PDF) to AndersonPenna for internal review. We will revise the PES based on comments from AndersonPenna. ECORP will also assist with the preparation of Caltrans' Field Review Form (Exhibit 7-B). We have assumed that the engineering, cost estimation, funding, and other non-environmental portions of this form will be provided by AndersonPenna and/or the City.

210 – CEQA/NEPA Categorical Exemption/Categorical Exclusion

CEQA Categorical Exemption

On an initial review of the project, it appears that the project is likely exempt from CEQA under Class 1: minor alteration of existing facilities. ECORP will prepare the CEQA Categorical Exemption form and file it at the County Clerk and the State Clearinghouse. If a determination is made that the project will require a different CEQA



document (i.e., an Initial Study/Mitigated Negative Declaration or EIR), a separate scope of work and cost estimate will be prepared at that time.

NEPA Categorical Exclusion.

ECORP will prepare a Draft Categorical Exclusion checklist form in the most recent Caltrans format included in Caltrans' *Standard Environmental Reference, Chapter 30 – Categorical Exclusions*. ECORP will also review 23 CFR 771.117 and SAFETEA-LU guidelines, the Moving Ahead for Progress in the 21st Century Act (MAP-21) (P.L. 112-141), and the Federal Highway Safety Improvement Program (HSIP) while preparing the CE. The Draft CE Checklist will be provided to AndersonPenna/City for review. ECORP will make any revisions to the CE Checklist and provide a Revised Draft CE Checklist to AndersonPenna/City for submittal to Caltrans. After Caltrans review, ECORP will revise the document and provide the Final document to AndersonPenna/City for submittal to Caltrans. This scope of work and cost estimate assumes one round of comments and responses for each version of the document (Draft and Revised Draft) and that no additional analysis or technical studies are required to respond to comments.



220 – Technical Studies (Air Quality Technical Memorandum)

Evaluate Construction Impacts

Impacts associated with construction associated with the project will be evaluated. SRA assumes that the City will provide information on the proposed schedule and phasing of construction activities. Emission estimates using the CalEEMod Model will be prepared. Construction impacts will be evaluated based on the methodologies recommended by the SCAQMD, including an evaluation of the construction projects relative to the SCAQMD's Localized Significance Thresholds for the City of Costa Mesa. If the three projects are to be constructed simultaneously, the analysis will include a cumulative assessment of the potential for the three projects to result in cumulative impacts.

Key Issue: Page 3 of the RFP lists the requirement of an Aerial Deposited Lead (ADL) study. After consulting with Caltrans' Division of Environmental Analysis Environmental Engineering - Hazardous Waste, Air & Noise Office, we do not think that this study is necessary. In general, since we will not be exposing native material that is not already covered by pavement, the ADL study should not be required. However, we have included the fee as an optional task in our fee proposal.

Evaluate Operational Impacts

It is anticipated that operational impacts will be minor. We anticipate that a traffic analysis will be prepared for the projects; however, we anticipate that installation of the median and landscaping will not affect traffic levels of service. We are proposing to address operational impacts on a qualitative basis.

Global Climate Change

An evaluation of impacts to global climate change due to emissions of greenhouse gases from the construction and operation of the project will be included. The analyses for each project will be conducted in accordance with the SCAQMD's current methodologies and significance thresholds recommended by the SCAQMD. It is anticipated that the impacts will be below the SCAQMD's significance thresholds.



Preparation of Air Quality/Global Climate Change Technical Memorandum

A separate Air Quality/Global Climate Change Technical Memorandum for each of the median projects that summarizes the findings of the analyses will be prepared. The Technical Memoranda will be designed as an attachment to the environmental documents.

The APP Team will meet with the City at a Project Initiation/Kick-off Meeting to discuss the project and receive all available project information. This information will include, but will not be limited to, any existing studies and plans. These documents will be reviewed to determine known environmental constraints/issues and to determine if technical studies already prepared for the project can be used.

The APP Team will also conduct database searches of the California Natural Diversity Database (CNDDDB) and California Native Plant Society Electronic Inventory (CNPSEI) to determine the potential for sensitive species to occur in the project area.

A cultural resources records search will be conducted for the project area with the South Central Coastal Information Center located at California State University, Fullerton. The Information Center is the official repository for all archaeological and historical resources survey and evaluation reports and site records for Orange County and is part of the California Historical Resources Information System. The records search will identify previous surveys that have been conducted within a 1.0-mile radius of the project area and will determine if any cultural resources have been previously recorded in the vicinity of the project area. It will also identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR). In addition, a search of the Sacred Lands File will be requested from the Native American Heritage Commission (NAHC) in Sacramento to identify any sensitive or sacred Native American resources located within or near the project area.



A paleontologic records and literature search will also be conducted with the Vertebrate Paleontology Department of the Los Angeles County Museum of Natural History. The search will identify any fossil localities that have been recorded in the vicinity of the project area and will assess the potential of the project area to contain buried paleontologic resources based on a review of geologic maps of the area.

A reconnaissance-level field visit will be conducted by an archaeologist, biologist, and environmental analyst to verify that the information in the database searches is accurate for the project.

The biological and cultural information will be used to complete the PES and CEs.



PHASE 3 – PLANS, SPECIFICATIONS & ESTIMATE

300 – Utility Coordination

As a continuation of the utility coordination effort initiated in Phase 1, utility coordination will be ongoing throughout the duration of this project and will consist of the following tasks:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map.
- Cross check plotted locations above with field review information to insure that existing lines are shown in the proper location.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with APP's key submittals to the City for plan check.

Key Issue: As mentioned in the Project Understanding section, our preliminary research indicates that there are no utilities within the proposed median area. We will continue to investigate this and proposed median area. We will continue to coordinate with utility owners and the right-of-way owner of the project. However if there are any utilities within the median, we will work closely with the utility owner(s) and make sure that the proposed plans will not adversely impact the utility. We will make any necessary adjustments, if they are required.

310 – Hydrology/Hydraulic Report

Since we will not be impacting the outside curbs and will be reducing the amount of impervious area as a result of the new medians, we are not proposing to prepare any hydrologic or hydraulic calculations or a hydrology/hydraulic report.

315 – Water Pollution Control Plan

APP Engineering will prepare a Water Pollution Control Plan (WPCP) that meets the latest requirements of the City of Costa Mesa Local Implementation Plan (LIP), the Regional Water Quality Control Board Drainage Area Management Plan (DAMP) and provide Best Management Practices (BMP's) to minimize pollutants entering the storm drain system during and after the construction process. APP will clearly identify appropriate erosion and sediment controls, waste management practices and hazardous materials handling and storage in order to eliminate unpermitted discharges into the storm drain system. Our plan will be prepared in the Caltrans format as it will be a required component of the PS&E package submittal.

Key contents include:

- Water Pollution Control Drawings and details identifying appropriate BMP's to install, where to install and how to install.
- Monitoring frequency, maintenance frequency and repair logs for BMP's identified on the Water Pollution Control Drawings.
- Notice of Discharge Forms
- Discharge Reporting Log Forms
- Trained Contractor Personnel Log Forms



320 – Median Plans

The final median improvements will be based on providing the alignment as recommended in Phase 1. Since this is a median project and not a pavement rehabilitation project, we are proposing to only show the two proposed top of median curb profiles. The plan view will focus on the median area, with no proposed construction or rehabilitation proposed other than the medians.



The plans and typical sections will also reflect the nuances involved with the pavement crossfall at left turn pockets. Specifically for median projects at left turn pockets, since the top of median curb elevations will not be the same, special attention will be provided to make sure that the narrow portion of the median will not be too steep. If it is, the design will be revised to vary the curb height on the low side to minimize the elevation difference.

Although we will be crossing State right-of-way, the City has indicated that permits will not be necessary. Therefore we have not included any effort for Caltrans Encroachment Permits or an Orange County Flood Control Facility Permit.

325 – Signing/Striping Plans

Striping plans will be prepared for the project street segment to accommodate raised landscaped median improvements. Plans will be prepared at a scale of 1"=40' and will show new median improvements and left-turn pocket striping limits. Median noses will have new signing, as required by the City of Costa Mesa, which typically directs traffic to the right side, will show directional traffic flow, and will have a reflector type sign facing the opposite leg. Other new signing such as "ONE-WAY" control would be placed opposite major driveways where traffic must turn right. Installation of advance Type G (Guide) street name signs would be installed as directed by the City.

In general, all striping plans would contain locations of existing driveways, street light poles, signs, and traffic signal detectors. Traffic signal detectors that are damaged during median construction would be called out for replacement on the striping plans. Specific notes and details would be provided to clearly define loop detector replacement as-needed. All proposed striping and signing design would follow CA MUTCD guidelines and City standards. Plans would contain general notes and construction notes in a format preferred by the City.

330 – Traffic Control Plans

Traffic control plans will be prepared at a scale of 1"=40' for raised median construction and landscaping for the entire project limit. Median construction normally requires the closure of one lane on each side of the work area. Outside curb-side lanes would remain open for traffic flow and access to driveways. Left-turn pockets would be made available where they currently exist by using a portion of the closed through number one lane for vehicle queuing. Lane drops would occur upstream in advance of the project limits, thereby moving traffic flow over one lane prior to entering an intersection. Cross-streets will have signing and





would be examined for the need to close a curbside approach lane for entering the work area where there may be conflict with median work.

The plans would be based on CA MUTCD guidelines and shall contain all notes and details necessary to clearly define the intended traffic control layout. Construction work and equipment area would be defined using post type delineation with C30 (CA) ("LANE CLOSED") signs mounted on barricades. Lane drops taper transition lengths would be based on posted approach speeds with a flashing arrow board in place for each lane to be closed. Advance signage W20-1 ("ROAD WORK AHEAD") and C20LT ("LEFT LANE CLOSED AHEAD") are to be properly spaced prior to entering the lane closure area. Other construction area signage and use of delineators and barricades would be employed as required to move traffic through the work limits as safely as possible, based on the noted guidelines.

335 – Landscape/Irrigation Plans

A Preliminary Landscape Plan will be prepared for the proposed median islands and parkway landscaping along the project limits. The plan will depict proposed trees, shrubs, groundcover and irrigation points of connection. APP's landscape architect will provide a landscape theme that is compatible with City criteria and the already established planting in the vicinity of the proposed project.

In conjunction with the roadway and traffic engineers, final PS&E will be developed for the landscape and irrigation improvements. Plants will be delineated using distinct symbols. Irrigation plans will be per City standards and will include size and type of heads, valves, sleeving (where required) and automatic controllers. Plans and details will also be developed for the landscaping that is impacted by the new sidewalk construction.

340 – Cross sections

As described in the RFP, cross sections will be prepared at 50 foot intervals. However, since we are not changing roadway crossfall or widening the street, we are not proposing to analyze superelevation, design speeds, effects to private property, etc. Additionally, since we will not changing the crossfall on the through travel lanes, we are proposing that the cross sections only cover the area from just outside of the median curb on one side to just outside of the median curb on the other side. The cross sections are assumed to be a part of the plan set.

Key Issue: Since we are not rehabilitating the street, any cross section data extending to the outside curb will not be needed since we are not changing the cross fall of the existing through lanes.

350 – Specifications and Estimates

Plans and cost estimates will be prepared and submitted to the City for review at preliminary and final engineering levels. Based on feedback from the review and continual input from the City staff, final construction plans will be prepared.

Specifications will be prepared in conformance with City of Costa Mesa format and in conformance with State and Federal guidelines.



We envision the following plan sets:

<u>Description</u>	<u># Sheets</u>
Title Sheet	1
Typical Sections	1
Roadway Plans and Profile	7
Landscape/Irrigation	9
Striping Plans	2
Traffic Control Plans	3
<u>Cross Sections</u>	<u>4</u>
Total Sheets	27

360 – Resident Engineer Files

Two resident engineer files will be provided to the City, containing final construction quantities, cost estimates with backup calculations, hydrology/hydraulic study, environmental study, survey data, and data required by Caltrans.

370 – Construction Support

This task shall include provision of bid addenda and/or plan clarifications, as well as attendance at the project preconstruction meeting. APP shall also be available to City staff during the construction period to answer questions and provide clarification to plan and specification issues, as needed.

380 – Meetings / Project Management / QA / QC

As requested in the RFP, we have assumed two meetings with the City per month, with many of the meetings consisting of telephone calls as described in Task 180.

The Project Management task is directed at the organization, planning and control of the project team. Activities include scheduling and monitoring of the project team, cost control and an active quality control program.

Quality Control will be an ongoing task throughout the duration of the project. In addition to the Quality Control by the Project Manager, a Quality Control engineer that is not involved in the project will review the plans. The QC engineer will do a technical evaluation of the plans, cost estimate and the project specifications. The review comments are transmitted to the Project Manager during a subsequent meeting.

PHASE 4 – CALTRANS CONSTRUCTION AUTHORIZATION FORMS

APP will prepare all federal forms including the Request for Authorization to proceed with Construction (E-76), PS&E Certification, and the PS&E package to Caltrans Local Programs.

EXHIBIT C
FEE SCHEDULE

CITY OF COSTA MESA
DESIGN & ENVIRONMENTAL SERVICES FOR IMPROVEMENTS ON BRISTOL STREET (PROJECT C)
FEE SCHEDULE

TASK	APP				APP Subtotal	Subconsultants				TOTAL
	PM (\$160)	PE (\$120)	CAD (\$80)	ODC		Huitt Zollars	ECORP	KOA	Cornerstone	
Phase 1 - Exist Plan Review, Survey, Prelim Design										
100 Prelim Design Meeting	2	2			\$560					\$560
110 Research & Field Review	4	10			\$1,840					\$1,840
120 Ground Survey	2	2			\$560	\$12,264				\$12,824
130 Utility Coordination		2	6		\$720					\$720
140 Base Map		4	28		\$2,720					\$2,720
150 Traffic Analysis					\$0			\$12,569		\$12,569
160 Preliminary Plans	6	12	26	\$100	\$4,580			\$3,108	\$4,356	\$12,044
170 Community Outreach	8	8	16	\$292	\$3,812			\$525	\$1,800	\$6,137
180 Meetings	4	4			\$1,120					\$1,120
Subtotal Manhours Task 1	26	44	76							
Subtotal Cost Task 1	\$4,160	\$5,280	\$6,080	\$392	\$15,912	\$12,264	\$0	\$16,202	\$6,156	\$50,534
Phase 2 - Environmental Study										
200 Preliminary Environmental Study	2	4			\$800		\$5,200			\$6,000
210 CEQA/NEPA Cat Ex/Cat Excl					\$0		\$1,500			\$1,500
220 Technical Studies					\$0		\$3,500			\$3,500
Subtotal Manhours Task 2	2	4	0							
Subtotal Cost Task 2	\$320	\$480	\$0	\$0	\$800	\$0	\$10,200	\$0	\$0	\$11,000
Phase 3 - PS&E										
300 Utility Coordination		2	2		\$400					\$400
310 Hydrology/Hydraulic Report		2			\$240					\$240
315 Water Pollution Control Plan		16	12		\$2,880					\$2,880
320 Median Plans	10	22	40	\$600	\$8,040					\$8,040
325 Signing/Striping Plans	2				\$320			\$3,549		\$3,869
330 Traffic Control Plans	2				\$320			\$4,599		\$4,919
335 Landscape/Irrigation Plans		4			\$480				\$17,073	\$17,553
340 Cross Sections	1	4	10		\$1,440					\$1,440
350 Specs & Estimate	6	6			\$1,680					\$1,680
360 Resident Engineer Files		2			\$240					\$240
370 Construction Support	4	4	4		\$1,440					\$1,440
380 Meetings/PM/QA/QC	16	4		\$200	\$3,240			\$525		\$3,765
Subtotal Manhours Task 3	41	66	68							
Subtotal Cost Task 3	\$6,560	\$7,920	\$5,440	\$800	\$20,720	\$0	\$0	\$8,673	\$17,073	\$46,466
Task 4 - Caltrans Construction Authorization Forms										
400 E-76 Preparation		10		\$100	\$1,300					\$1,300
Subtotal Manhours Task 4	0	10	0							
Subtotal Cost Task 4	\$0	\$1,200	\$0	\$100	\$1,300	\$0	\$0	\$0	\$0	\$1,300
MANHOUR TOTALS	69	124	144							
FEE TOTALS	\$11,040	\$14,880	\$11,520	\$1,292	\$38,732	\$12,264	\$10,200	\$24,875	\$23,229	\$109,300

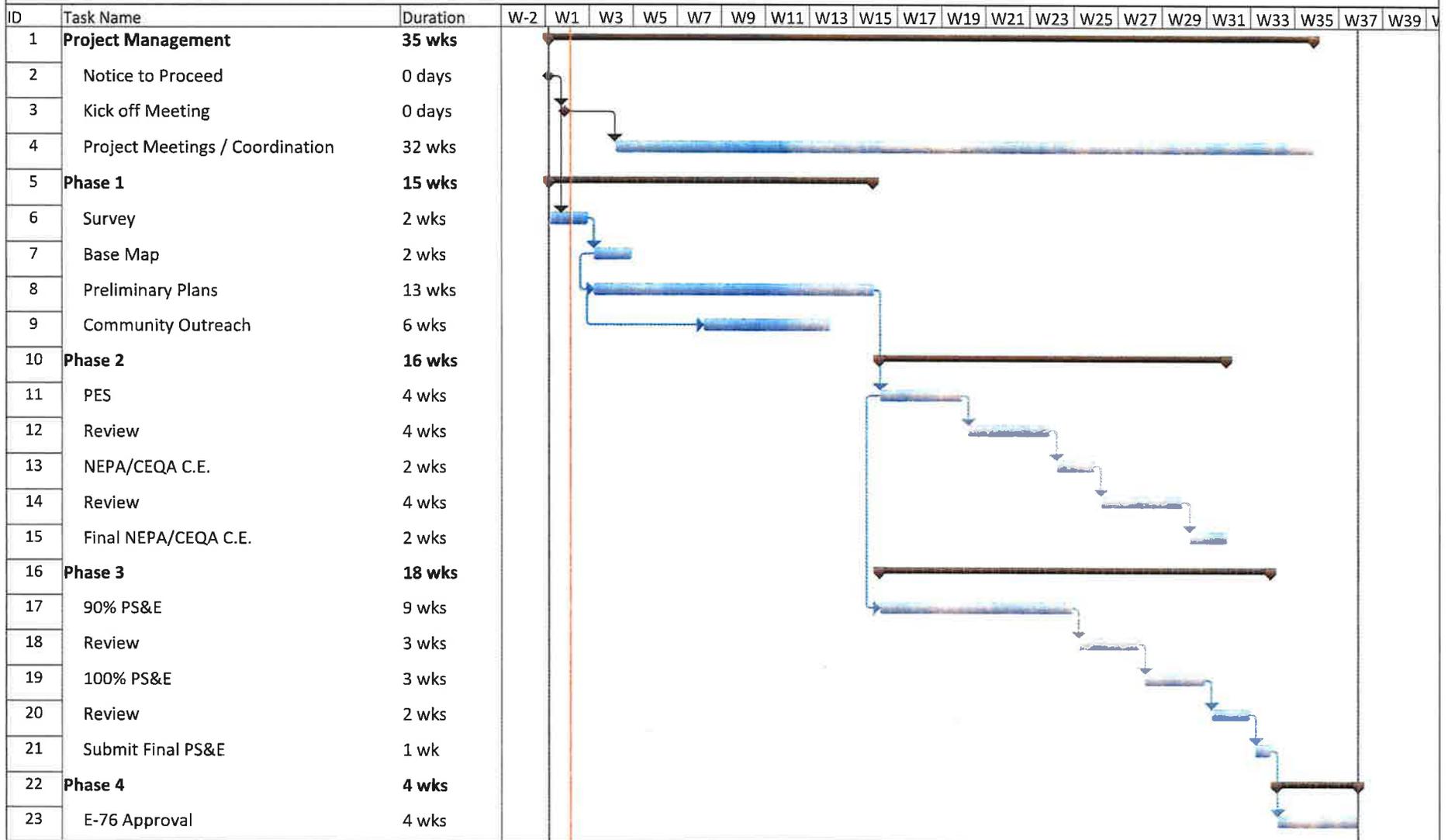
CITY OF COSTA MESA
DESIGN & ENVIRONMENTAL SERVICES FOR IMPROVEMENTS ON BRISTOL STREET (PROJECT C)
FEE SCHEDULE

OPTIONAL TASKS

TASK	APP				APP Subtotal	Subconsultants				TOTAL
	PM (\$160)	PE (\$120)	CAD (\$80)	ODC		Huitt Zollars	ECORP	KOA	Cornerstone	
ADL Study	2	2			\$560		\$19,454			\$20,014
Digital Orthophoto	2	2			\$560	\$8,436				\$8,996

EXHIBIT D
PROJECT SCHEDULE

City of Costa Mesa Design and Environmental Services for Improvements on Bristol St



Project: Median Design Schedule Date: Mon 1/13/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

60

EXHIBIT E
CERTIFICATES OF INSURANCE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2014

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
AndersonPenna Partners, Inc.
 20280 Acacia Street, #100
 Newport Beach, CA 92660

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co. of Conn	25682
INSURER B:	Travelers Property Casualty Co	25674
INSURER C:	Catlin Specialty Ins. Co.	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6803052L77A General Liab. excludes claims arising out of the performance of professional services	08/01/13	08/01/14	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA3053L556	08/01/13	08/01/14	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	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP6874Y728 Umbrella Form Excludes Prof'l Liability	08/01/13	08/01/14	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3708T659	06/01/13	06/01/14	<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
C		OTHER Professional Liability Retro: 8/1/2005	AED6770380914	08/01/13	08/01/14	\$1,000,000 per claim \$2,000,000 annl aggr. \$35,000 Ded. per claim	

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

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

City of Costa Mesa
 Att:Pritam Deshmukh Associate Ci
 Transportation Services
 Division,
 77 Fair Drive
 Costa Mesa, CA 92628

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL~~

AUTHORIZED REPRESENTATIVE
Karin Phop

EXHIBIT F
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.