

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KABBARA ENGINEERING**

THIS AGREEMENT is made and entered into this 1st day of July, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a sole proprietor ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform professional engineering services for the design of Arlington Drive Bioswale and Dry Weather Diversion Project, 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City 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 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 Two Hundred Eight Thousand and Eight Hundred and Sixty Three Dollars (\$ 208,863.00).

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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 two (2) years, ending on July 1, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two (2) term periods of one (1) year each.

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

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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 "F" 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:

Kabbara Engineering
121 North Hollywood Street
Orange, CA 92866
Tel: 714-744-9400
Fax: 714-744-9771
Attn: Leah Kabbara, PE

IF TO CITY:

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

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

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

6.7. Governing Law. This Agreement shall be governed by and construed under the

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

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

6.9. Indemnification and Hold Harmless. Consultant 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.

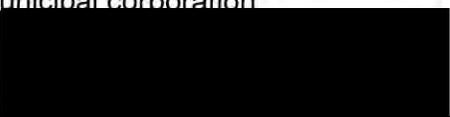
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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



Department Director



Chief Executive Officer

Date: 6.26.14

Date: 7/15/14

CONSULTANT



Signature



Name and Title



Social Security or Taxpayer ID Number

Date: 6/16/14

ATTEST:

[Redacted signature]

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



APPROVED AS TO FORM:

[Redacted signature]

City Attorney

Date: 6/19/14

APPROVED AS TO INSURANCE:

[Redacted signature]

Risk Management

Date: 6/13/14

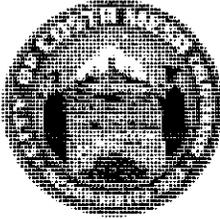
APPROVED AS TO CONTENT:

[Redacted signature]

Project Manager

Date: 6/16/14

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

March 28, 2014

SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF ARLINGTON DRIVE BIOSWALE AND DRY WEATHER DIVERSION PROJECT

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services to complete the final engineering (plans, specifications, and estimates [PS&E]) for the subject project. The schedule for the final design phase of this contract is as follows:

ENGINEERING SCHEDULE

	<u>DATE:</u>
1. Proposal Received by the City	04/25/14
2. Council Award of Consultant Contract	06/03/14
3. Project Kick-off Meeting	06/05/14
4. 70% Design Submittal (PS&E), Hydrology Report, Hydraulic Analysis & Soils Report	08/29/14
5. Community/Neighborhood meeting	09/2014
6. Newport-Mesa Unified School District Board meeting	09/2014
7. OC Fairgrounds Board meeting	09/2014
8. Parks and Recreation Commission meeting	09/2014
9. 90% Design Submittal (PS&E)	12/12/14
10. Deliver Final PS&E, Hydrology Report, and Hydraulic Analysis	03/27/15

Enclosed is a Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and one (1) copy of the fee proposal no later than 3:00 p.m. on 04/25/14. All proposals shall be delivered or mailed to:

Fariba Fazeli, P. E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Sincerely,



Fariba Fazeli, P. E.
City Engineer

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF**

ARLINGTON DRIVE BIOSWALE AND DRY WEATHER DIVERSION PROJECT

1. INTRODUCTION

Arlington Drive between Fairview Road and Newport Boulevard is approximately one mile in length. On the north side of Arlington Drive is Costa Mesa High School, Davis Magnet School, and Tewinkle Park. On the south side of the street is the northern border of the Orange County Fairgrounds. The City of Costa Mesa proposes to remove approximately 70,000 sq. ft. of asphalt and construct a vegetated bioswale and decomposed granite multipurpose trail. The multipurpose trail will be about one mile in length and the bioswale will be approximately 2,500 LF.

The removal of asphalt will eliminate runoff caused by the impervious roadway, collect in the bioswale and infiltrate into the soil. Vegetated swales are open, shallow channels with vegetation covering the side slopes and bottom that collect and slowly convey runoff flow to downstream discharge points. They are designed to treat runoff through filtering by the vegetation in the channel, filtering through a subsoil matrix, and/or infiltration into the underlying soils. Swales can be natural or manmade. They trap particulate pollutants (suspended solids and trace metals), promote infiltration, and reduce the flow velocity of stormwater runoff. Vegetated swales can serve as part of a stormwater drainage system and can replace curbs, gutters and storm drain systems.

This project will result in loss of on-street parking on Arlington Avenue, due to reducing the width of the street to one-way traffic in each direction. Therefore, various alternatives shall be explored on Junipero Drive (between Arlington Avenue and Presidio Drive) to compensate for additional on-street parking.

The total construction cost is estimated at \$2.3 million. The City has secured approximately \$1.7 million from the Orange County Transportation Authority (OCTA) Measure M2 Environmental Cleanup Tier 2 Grant Program that will be used towards this project.

The scope of services consists of preparation of final construction documents (plans, specifications and cost estimates) for the approved landscaped linear park with multi purpose bike trail and bioswale; including soil testing, design survey, hydrology study, hydraulic calculation, asphalt and concrete work, landscaping, street parking study and proposed street parking layouts on Junipero Drive, striping plans and all other pertinent work as required.

In general, the following is the minimum scope of work required for the Final design phase:

- Conduct design survey and prepare construction documents for Arlington drive from Fairview Road to Newport Boulevard and Junipero Drive from Presidio Drive to Arlington Ave.;
- Conduct geotechnical investigation for the proposed bioswale, modification to the existing storm drain system and/or additional storm drain system;
- Prepare a Hydrology Study and conduct Hydraulic Analysis including Water Quality Treatment Design elements (bioswale infiltration trench) of the entire existing storm

- drain system with the proposed drainage improvements;
- Prepare grading plans and landscape drawings;
- Prepare all necessary construction documents for this project (plans, specifications and cost estimates).

All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

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

- Statement of project understanding containing any suggestions to expedite the project or additional concerns about which the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.
- A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

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

4. FEE PROPOSAL

- A. One separate fee schedule shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee for the project.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly

rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.

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

5. ESTABLISHMENT OF FEES

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

6. PROFESSIONAL SERVICES AGREEMENT

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

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

7. INSURANCE REQUIREMENTS

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

Additional and primary insurance endorsements shall include City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

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

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City, Fairgrounds and the CALTRANS plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during the progress of design for appropriate guidance and coordination (assume five hours with City staff). Prepare presentations and attend meetings with the Orange County Fairgrounds Board, Neighborhood/Community meetings, Parks and Recreation Commission meetings, and Newport-Mesa Unified School District Board meetings (assume ten hours). The Consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meetings.

B. Utility Investigation/Coordination

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

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

C. Field Engineering

One field walk with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

D. Potholing of Existing Storm Drain

The Consultant shall pothole the existing storm drain system to ensure proper connection with the proposed storm drain. The consultant shall also include \$10,000 as a separate item in the fee schedule for the City's use in case potholing will be needed for City-owned traffic signal conduit facilities as requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans.

E. Geotechnical investigation and soils report

The Consultant shall conduct geotechnical investigation for the proposed storm drain system and bioswale. The minimum information to be provided shall be as follows:

- A minimum of three borings will be required. If the Geotechnical Engineer recommends additional boring, please provide the reasons for the additional borings in your proposal.
- Elevation of water encountered and moisture of the samples.
- The recommendation of the trench stability, i.e. whether solid shoring will be recommended.
- The classification of the soil, sand equivalent, expansive values of the various types of soil encountered.

The permeability of the existing soils material at the bioswale from a depth of 5 foot below the nearest adjacent street's top of curb to a depth of 25 foot. A minimum of two borings are recommended and the average of the samples shall be used to determine the design value.

F. Construction Documents

1. Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, Orange County

Flood Control, Santa Ana Regional Water Quality Control Board, and other agencies as applicable.

2. Prepare two resident Engineer's files; they must contain, as a minimum, the following: Preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, survey information, and all other related correspondence. The Consultant shall submit these two files to the City in conjunction with final submittal.

G. Plans

1. The Consultant shall prepare the construction drawings containing a title sheet, general note sheet, plan and profile sheets, grading plan, cross section sheets, and detail sheets. The title sheet shall contain a vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1"=20' horizontally and 1" = 2' vertically.
2. The Consultant shall reference new stations to existing stations of existing storm drain improvement plans that may be available in the Public Services Department/Engineering Division.
3. The Consultant shall provide stations for all existing and proposed structures, catch basins, storm drains, project limits, centerlines of street/alley intersections, etc.

H. Specifications

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

I. Hydrology Report and Hydraulic Analysis

Conduct a hydrology study for the entire watershed and prepare a hydrology report. The consultant shall also conduct hydraulic analysis of the entire system with the proposed improvements and prepare necessary calculations for the water Quality Treatment Design elements to comply with the grant.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each proposed alternative. Estimates shall be provided at 70% and 90% completion submittals and final estimate upon final submittal in an excel format.

K. Project Document Submittal and Plan Information

1. Field survey and base map.
2. First submittal (five sets): 70% completion of plans with survey information, specifications, construction cost estimates Hydrology report and hydraulic analysis for the proposed and existing storm drain system.

3. Second submittal (five sets): 90% completion of plans, specifications, and construction cost estimates and recordation of all necessary drainage easements.
4. Final submittal: Original mylar plans, specifications, final QCE, resident engineer's two files, survey information, monuments, and other related documents. One set of bluelines of final plans and one copy of specifications shall also be submitted.
5. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items, and general notes.
6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform field review of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondence, ROW, permits, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on Flash Memory Stick (Thumb Drive). Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using AUTOCAD, version 2010. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase Services

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

9. CITY RESPONSIBILITIES

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

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

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each Consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected Consultant

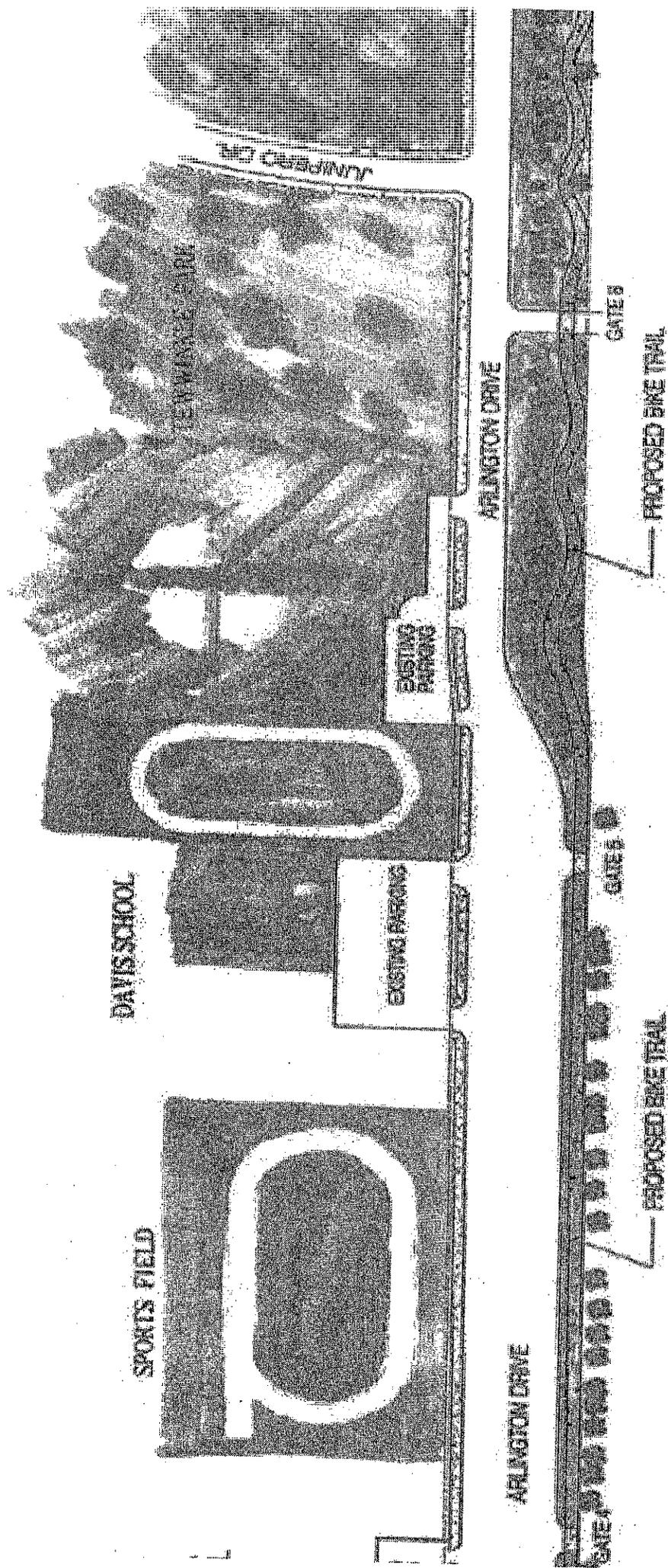
of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

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

12. SUMMARY

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



ORANGE COUNTY FAIR GROUNDS

ARLINGTON DRIVE
CONCEPT PLAN

NOT TO SCALE

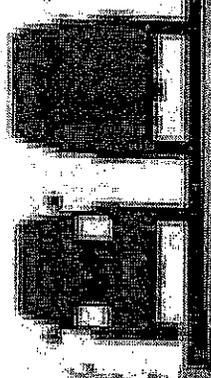


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ESSENCE

ESSENCE

O. G. FAR
GARDENS



ADRIAN STON FORTRE

**EXHIBIT B
CONSULTANT'S PROPOSAL**

PROJECT UNDERSTANDING

This project consists of critical community outreach to stakeholders and the public, and the development of preliminary design concepts and the preparation of final plans, specifications and cost estimates for construction of a new linear park with multi purpose bike trail and bioswale on the South side of Arlington Drive, between Fairview Road and Newport Avenue (approximately 1 mile). The linear park is planned to be located within the existing street right-of-way, and will include construction of a decomposed granite multi-purpose trail, including new landscaping and irrigation improvements, as required to establish the new planting.

Existing Conditions:

Arlington Drive between Fairview Road and Newport Boulevard is fully improved with AC pavement, curb and gutter, traffic striping, sidewalk, street trees and various underground and overhead utilities. Existing curb and gutter and sidewalks are complete within the project limits on the north side of the street, and are limited on the south side of the street, from Fairview Drive to the frontage at 1170 Arlington Drive.



Community Outreach:

On the north side of Arlington Drive is Costa Mesa High School, Davis Magnet School, and Tewinkle Park. On the south side of the street is the northern border of the Orange County Fairgrounds. Coordination with these stakeholders and the public will be critical to the success of this project, and we anticipate direct involvement with these user groups at various neighborhood/community meetings, OC Fairground Board meetings, and Newport-Mesa Unified School District Board meetings, as required by the City to obtain buy-in and approvals for this project.



Ingress & Egress:

Arlington Drive provides driveway access to the Fairgrounds at 6 defined locations, including Gates 4 through 8, which serve public automobile, large truck and semi-truck trailer traffic on a regular basis for events.

Therefore, Kabbara Engineering will provide special design consideration and analysis of these driveway access points to ensure that the culvert crossings are designed for H-20 loading requirements, and that the necessary line-of-sight requirements are implemented to ensure that the proposed improvements do not restrict safe passage of vehicles, pedestrians and bicyclists through the project area. All proposed plant materials within the line of sight at all intersections will be limited to a maximum of 3' high per City and Caltrans requirements.

Bioswale:

In order to meet the transportation nexus funding requirements of this M2 Environmental Cleanup Grant, transportation activities that contribute pollutants or impairment to receiving water via aerial deposition, storm and non-storm water discharges must be addressed. This project intends to mitigate the transportation nexus by narrowing Arlington Drive to one lane in each direction, from Newport Boulevard to the Tewinkle Park parking lot (approximately 2500 l.f.) and creating a bioswale to treat the runoff by filtering and trapping particulate pollutants, promoting infiltration and reducing the flow of storm water runoff. The removal of approximately 70,000 s.f. of asphalt from Arlington Drive, will eliminate runoff caused by the impervious roadway. Our preliminary analysis of the project indicates that the primary pollutants of concern for this project include Cadmium, Copper, Lead and Zinc. The proposed bioswale will serve as part of a stormwater drainage system that will replace standard curbs, gutters and storm drain systems, while enhancing water quality standards within the project area.

Drainage:

We have reviewed the City Master plan of Drainage, Plate II, and examined the area tributary to this drainage system, which consists mostly of the Fairgrounds and some portion of surrounding streets, parks and schools. **According to the City's Master Plan of Drainage, the tributary area to this project appears to be roughly 146.75 acres, with a soil type "D" and a time of concentration (25 year storm) of 40 minutes. According to our calculations, we anticipate that the total dry weather flow that will require mitigation in the bioswale will be 0.044025 c.f.s..**

Our calculations also indicate that the total water quality flow rate generated by the project tributary area is 26.42 c.f.s. We anticipate that the a grass-lined or vegetated trapezoidal bioswale section with a 2' base width, 3:1 side slopes, and approximate depth of 5', with 8" of amended soil, will be required to mitigate the water quality flows and to achieve federal funding compliance per the City's Tier 2 Grant.

In addition, special consideration will also be given to downstream constraints in the existing storm drain systems at Junipero Drive and Newport Boulevard, in order to achieve City and County flood protection goals with the proposed storm drain system.

Traffic Calming & Parking:

We anticipate that the proposed roadway "diet" on Arlington Drive which will limit the roadway width to one lane in each direction, from Newport Boulevard to the Tewinkle Park parking lot (approximately 2500 l.f.) will provide **traffic calming benefits to the neighboring park and school areas.** However, this diet will also result in loss of on-street parking on Arlington Avenue. **Kabbara Engineering will provide special design consideration of various available alternatives on Junipero Drive (between**



between Arlington Avenue and Presidio Drive) to mitigate and compensate for any lost on-street parking within the project limits. This would include exploring the possibility of additions to on-street parallel parking, and/or additions or expansions of existing parking lots at the park, or possible diagonal on-street parking improvements.

Landscape Planting & Irrigation:

Kabbara Engineering will coordinate closely with the City arborist regarding the disposition of existing trees within the project limits, and the selection of any new trees and plant materials, to be used on this project. We anticipate that plant materials will include trees and plants native to California, and drought tolerant species as required by the State and City. Native habitat planting will be irrigated for two to three years, with reclaimed water (if available), until establishment. Irrigation improvements as required to establish and maintain the proposed planting improvements will also be provided as a part of this project.

Construction Costs:

The total construction cost is estimated at \$2.3 million. The City has secured approximately \$1.7 million from the Orange County Transportation Authority (OCTA) Measure M2 Environmental Cleanup Tier 2 Grant Program that will be used towards this project.

In general, the proposed project includes geotechnical investigation and soil testing, design survey, hydrology and hydraulic calculations, asphalt and concrete work, landscaping, street parking study and proposed street parking layouts on Junipero Drive, striping plans and all other pertinent work as required.

SCOPE OF WORK

In an effort to expedite and maintain the City Schedule, we have developed a scope of work outlining the following required steps necessary to complete this project:

A. Project Analysis and Review, Meetings & Cost Accounting

1. Attend one Kick-off Meeting with the City, where the detailed scope of work, design criteria, project goals and objectives, and the project schedule will be reviewed and approved.
2. Compile and review all available documents provided by the City of Costa Mesa, obtain and review all necessary documents and maps (as required) from the County of Orange, the OC Fairgrounds, and Caltrans (as required).
3. Organize and attend progress meetings with City staff for design review and coordination purposes (includes 5 hours, per City request). Includes preparation of meeting minutes within 2 days of meeting.
4. Prepare presentations and attend meetings with the Orange County Fairgrounds Board, Neighborhood/Community meetings, Parks and Recreation Commission meetings, and Newport-Mesa Unified School District Board meetings (includes 10 hours, per City request).

B. Utility Investigation & Coordination

1. Notify all affected public utility companies, governmental agencies, sanitary and water districts using City of Costa Mesa utility coordination procedures, and identify overhead and underground facilities and substructures using existing record documents and atlas maps provided by the various utility companies. Includes 3 notifications via certified mail or email.
2. Coordinate with all existing affected utility companies and request verification of location and depth of their facilities for design purposes. Identify anticipated conflicts and make recommendations for potholing, if required, to the City's Project Manager.
3. Obtain approval in writing from affected utility companies for any utility work and clearance (if required).

4. Prepare a Utility Notification Log to track utility company contacts and responses. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

C. Field Engineering

1. Perform 1 field walk with City Staff to review and confirm drainage tributary areas, locate and mark removals and limits of construction, and to verify existing conditions and work requirements, as required to ensure the accuracy of the plans.

D. Potholing (Allowance)

1. Existing storm drain manholes and catch basins will be dipped during the field survey for this project, as required for design purposes. Pothole existing storm drain if required to ensure necessary connection to the proposed storm drain. Includes an allowance for potholing of City owned traffic signal conduit or other facilities (by subconsultant), if needed, as directed in writing by the City's Project Manager.

E. Geotechnical Investigation and Soils Report (by SCS&T subconsultants)

SCS&T will explore subsurface conditions by excavating a drilling 3 test borings using a truck mounted drill rig equipped with a hollow-stem auger to a depth of about 25 feet, or refusal, whichever is less. An SCS&T engineer or geologist will log the test borings and obtain samples for examination and laboratory testing. The laboratory program will include moisture content and dry density determinations, classification tests, corrosivity tests, permeability, sand equivalent, expansion, R-Value and shear strength tests. The results of the field and laboratory test programs will be evaluated to develop conclusions and recommendations regarding:

- " Subsurface conditions beneath the alignment
- " Site preparation
- " Groundwater level, if encountered
- " Allowable excavation side slopes and the necessity for shoring
- " Shoring design parameters, if needed
- " Permeability of the materials encountered
- " Corrosivity potential of the earthen materials encountered

F. Design Survey & Base Map

1. Perform field survey to identify existing topographic features and improvements, and to provide cross sections at 50 foot intervals of Arlington Drive from Fairview Drive to Newport Boulevard (5,280 l.f.) and for Junipero Street from Arlington Drive to Presidio Drive (approx. 1,200 l.f.) and site specific topography of the open grass area or parking lot areas where additional parking stalls may be added, including elevations of top of curb, gutter flowline, lip of gutter, finished surface at centerline, EP, catch basin and manhole rims and inverts, surface utilities and improvements as required for design purposes. Includes field review of project to identify special conditions and conflicts. Locate and identify horizontal and vertical control used (Orange County benchmark).
2. Perform field survey to set aerial targets (estimate 8 targets).
3. Perform Aerial Topography (by subconsultant) to obtain 20 scale (1' contour interval) digital topo map and DTM data for DWG and XML-DTM data format.
4. Prepare topographic base map for the project area utilizing the aerial topography and field survey data, and using computer aided drafting (AutoCAD 2013). Plot existing utilities, property lines, rights-of-way, easements, topographic features required for design purposes, etc. at (H) 1"=20' and (V) 1"=2'.

G. Hydrology & Hydraulics

1. Compile and review existing Master Plan Hydrology, and prepare final Hydrology calculations for anticipated 25- year flows using the Orange County Hydrology Model. Prepare a preliminary and final hydraulic analysis of the proposed storm drain system. Includes verification of culvert/catch basin/inlet sizing and depth of flow in street, pipe or bioswale. Hydraulic calculations will be prepared according to the County of Orange Hydraulic Design Manual. Submit Final Hydrology and Hydraulic Report for the proposed final storm drain system, to the City of Costa Mesa for review and approval with the Final PS&E.
2. Prepare a Water Quality Management plan including required water quality flow and dry weather flow calculations, exhibits, bioswale hydraulic design and sizing calculations, infiltration calculations, structural and non-structural LID's, as required to meet water quality design requirements per Tier 2.

H. Preliminary Design Development

1. Prepare a preliminary alignment plan for the new roadway alignment, including a parking analysis to identify opportunities for additional parking, and the proposed alignment of the additional parking on Junipero Drive and/or within existing park parking lots.
2. Prepare preliminary landscape plan depicting City program and requirements for Linear Park, Multi-Purpose Trail and Bioswale.
3. Prepare a Traffic sight distance analysis and an analysis of truck turning movements to ensure safe driveway widths, ingress and egress at all proposed driveway and street intersections where new landscape planting and/or trail/vehicle crossings, or other improvements are proposed.
4. Prepare a preliminary storm drain and bioswale alignment plan based on preliminary hydrology and hydraulic analysis.
5. Prepare preliminary statement of probable cost based on preliminary engineering and landscape design.
6. Review preliminary engineering alignment and landscape plan with City Staff and revise as required.
7. Prepare final presentation plans for review by stakeholders, users and other required agencies involved and revise as necessary.

I. Construction Documents

1. Prepare 1 set of preliminary street improvement plans and profiles for Arlington Drive and Junipero Drive, as required for the City approved preliminary design alignment at a scale of 1"=20' (H) and 1"=2' (V). The plans shall show the construction of proposed street and parking space improvements for the preferred final alignment, and all required miscellaneous improvements. Includes construction notes, bid item numbers, typical sections, and miscellaneous details, as required.
2. Prepare 1 set of preliminary storm drain improvement plans and profiles for the City approved design alternate at a scale of 1"=20' (H) and 1"=2' (V). The plans shall show the construction of proposed drainage improvements for the preferred final alignment, including bioswales, storm drain pipes, inlets, outlets and culverts, gutters, catch basin(s), and all required miscellaneous improvements. Includes construction notes, bid item numbers, typical sections, and miscellaneous details, as required.

3. Prepare 1 set of preliminary landscape and irrigation plans, including construction dimension plans, landscape grading plans, planting plans, and landscape details (by subconsultant).
4. Prepare preliminary cross sections at 50 foot intervals for Arlington Drive within the project limits at 1"=10'(H), 1"=1'(V) scale showing existing and proposed improvements and cross-fall gradients.
5. Prepare preliminary traffic signing, and striping plans as required for Arlington Drive and Junipero Drive and parking lot (as required), within the project limits. Signing and pavement delineation plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale. The pavement delineation will show replacing all traffic stripes, markings and legends which are obliterated or disturbed during the construction process.
6. Prepare one set of preliminary specifications in City of Costa Mesa format, including all City required attachments and bid proposal.
7. Prepare Preliminary Quantity Calculations and Opinion of Probable Cost for the Project, using Microsoft Excel.
8. **Submit 5 sets of prints of 70% Improvement Plans, Specifications & Cost Estimates, to City for review and comments.**
9. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, plan and profile sheets.
10. Prepare Final Specifications and Final Opinions of Probable Construction Cost.
11. **Submit 5 sets of prints of 90% Improvement plans, Specifications and Cost Estimate, to City for review and comments.**
12. Revise and plot one set of Final Improvement Plans, Specifications and Estimate for the project.
13. **Prepare & Submit two copies to City of Resident Engineer's File for the project, including quantity calculations, cost estimates, utility notification log, and copies of all correspondence related to the project as required by the City.**
14. **Submit Final Improvement Plans, Specifications and Cost Estimate for the project, to the City, on 22"x34" Mylar and in digital format on flash drive using AutoCAD 2013, for final approval. Specifications and estimates shall be submitted in hard copy and on flash drive using Microsoft Word and Excel 2000.**

J. Bidding & Construction Phase Services

1. Perform Bidding and Construction Phase coordination such as written clarification of plans and specifications, preparation of addenda, preparation of permit applications and permit processing (if required), preconstruction meeting attendance and other meeting attendance with City staff, other agencies and or the public as requested by the City.

OPTIONAL SERVICES (available upon request):

- a. *Prepare legal descriptions and exhibits for easements if required).*
- b. *Structural engineering design (if required) for special structures, walls, etc.*

ORGANIZATION CHART

CITY OF COSTA MESA

Fariba Fazeli, P.E.
City Engineer

KABBARA ENGINEERING

Leah Kabbara, P.E.
Project Manager

KABBARA ENGINEERING

Ithiel Carter, Ph.D, L.S.
Land Surveyor

KABBARA ENGINEERING

Bill Kabbara, P.E., P.L.S.
Project Engineer

Southern California Soil & Testing Inc.

Garrett Fountain, P.E., G.E.
Geotechnical Engineer
(Subconsultant)

KABBARA ENGINEERING

James Anderson, PE, TE
Traffic Engineer

Inland Aerial Surveys Inc.

Derek Hood, P.L.S.
President/Aerial Topography
(Subconsultant)

KABBARA ENGINEERING

Robert Harvick, BSCE, E.I.T.
Design Engineer

Kobata Associates Inc.

Roger Kobata, ASLA
Landscape Architect
(Subconsultant)

KABBARA ENGINEERING

Ryan Salhab, BSCE, E.I.T.
CAD Designer

TECHNICAL SUPPORT

(As Required)

SIMILAR PROJECT EXPERIENCE

In today's market, with budget restrictions and some undersized facilities, engineers have to think "outside the box" and come up with cost effective solutions. We have selected a list of projects that highlight solutions due to a number of challenging conditions:

PROJECT: TAFT AVENUE STORM DRAIN IMPROVEMENTS

Owner: City of Orange
300 East Chapman Avenue, Orange, California 92866-1626
Department of Public Works, Design Division
Mr. Amir Farahani, P.E., Senior Civil Engineer (Current City Traffic Engineer)
(714) 744-5566 Afarahani@cityoforange.org

(Example of Downstream Restrictions- Utilities- Rail Road Crossing)

The City of Orange retained Kabbara Engineering to prepare storm drain plans, specifications, and construction cost estimates for the storm drain improvements in Taft Avenue from the County Facility Collins Channel(E070501) to Cambridge Street. According to the City Master Plan of Drainage the Taft watershed was tributary to the Collins Channel and is tabled by the County into the said facility. Due to outlet restriction and hydraulic grade line at the County Owned Collins Channel, the Storm drain system would not be able to discharge into the channel at peak flows. (HGL almost the same elevation as the Glassell - Taft Intersection Sump Condition). We reviewed and analyzed the potential use of City Owned facilities as detention basins, including streets. Routing method and altering the conveyance methods to reduce the Peak Discharge, Inundation study to provided flood protection at Glassell Street and Taft Avenue intersection and Modeling the intersection as a Basin. Project was divided into 3 phases

Project Summary: 841 l.f. of 66" RCP , 860 l.f. of 54" RCP and 1600 l.f. of 48" RCP with laterals and catch basins Project included, base mapping, hydrology study and hydraulic analysis, Routing and detention alternates.

Software Used: AES RatOC, AES CH1, AES Floodsrx, WSPG, Visual Urban HY-22, Autocad.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring which allows us the ability to plan upcoming task and to detect potential cost over runs.

In this project, the Unforseen condition was of the Hydraulic Grade line elevation in the Channel (E070501) and Its impact on the design of the storm Drain. Cost Impact was not significant.

PROJECT: HIDDEN CREST WAY DRAINAGE IMPROVEMENTS

Owner: **City of Laguna Niguel**
27791 La Paz Road Laguna Niguel, California 92677
Mr. Frank Borges, P.E., Senior Civil Engineer, (949) 362-4325
fborges@cityoflagunaniguel.org

(Example of Right-of-way Restrictions)

City of Laguna Niguel retained Kabbara Engineering to design storm drain plans to mitigate the flooding problems which were occurring at the Hidden Crest Way/ Baroness Lane knuckle, in the Concord at Laguna Heights residential community, and the public traffic safety issues related to the significant surface and culvert discharge onto a major arterial highway.

Project consisted of approximately 1,000 feet southerly from Paseo de Colinas/ Gardenia in the Street of the Golden Lantern, and the upgrade and connection of slope and the existing 300 l.f. storm drain line located in the easement extension from Hidden Crest Way, in the City of Laguna Niguel.

Project included extensive hydrologic modeling of existing and proposed conditions and preparation of several drainage alternatives for City review and approval. Project also included landscape and irrigation plans for the reconstruction of private properties affected by the proposed construction. Project was completed on schedule and within budget.

Software Used: AES RatOC, AES CH1, AES Floodscx, WSPG, Visual Urban HY-22, Hec 2 and Autocad.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring which allows us the ability to plan upcoming task and to detect potential cost over runs.

PROJECT: WEST AVENIDA PALIZADA, CABRILLO WAY STORM DRAIN DETENTION & REHABILITATION PROJECT

Owner **City of San Clemente,**
910 Calle Negocio, Suite 100, San Clemente, California 92673
Mr. Ben Parker, P.E. Senior Civil Engineer (949) 361-6139
ParkerB@san-clemente.org

(Example of Right-of-way Restriction- detention flow by basin)

Kabbara Engineering was selected by the City of San Clemente to prepare plans, specifications and estimates for the proposed storm drain projects which were required to alleviate severe flooding of

residences on Cabrillo Way and West Avenida Palizada.

Storm Drain line is from Cabrillo Way to West Palizada included construction of a Storm Drain system to an existing County owned 66" RCP facility in the environmentally sensitive Marquita Canyon (coastal canyon).

Due to existing right-of way restrictions at between Cabrillo Way and West Avenida Palizada, and the existing multi-residential units, the project most cost effective solution consisted of construction of a dual 96" RCP with overflow structures as in-street flow-by detention basins system and an 18" RCP outlet.

Project Summary: 330 l.f. of 36" RCP, 343 l.f. of 18"RCP and 300 l.f. of 96" RCP, with laterals, catch basins and a CDS Unit (water quality treatment unit).

Hydrology and Hydraulic calculations and report, construction phasing, traffic control & striping, catch basin, sidewalk, pavement, driveway and curb & gutter replacement within the work areas. Project was completed on schedule and within budget

Kabbara Engineering was responsible for preparation of a Mitigated Negative Declaration for this project including Biological, Archeological, Paleontological and Noise Studies with recommended mitigation measures. Project also included landscape and irrigation improvements PS&E for restoration of canyon slope and private properties affected by the construction.

Software Used: AES RatOC, AES CH1, AES Floodsxx, WSPG, Visual Urban HY-22, and Autocad..

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring. The ability to plan upcoming task and to detect potential cost overruns.

Other Projects for the City of San Clemente:

506 Avenida De La Riviera/ 2400 Calle Capri Storm Drain Reconstruction Project No. 15003

Project consisted of replacing 18" CMP with a directional boring pipe into a blue line stream. Design of a velocity reducing outlet structure.

221-225 Marquita Storm Drain Reconstruction Project No. 13803

Construction of a storm drain system in conjunction with slope re-stabilization and velocity reducing measures.

Project No. 16112, 16114, 16122, 16138- 750 l.f. of 30" Storm Drain.

Project No. 17116, 18107, 18108, 18109, 18111- 1050 l.f. of 27" RCP Storm Drain.

PROJECT: HEWES STREET WIDENING & ALAMEDA CHANNEL EXTENSION

Owner: City of Orange
300 East Chapman Avenue, Orange, California 92866-1626
Department of Public Works, Design Division

Mr. Amir Farahani, P.E., Senior Civil Engineer (Current City Traffic Engineer)
(714) 744-5566 Afarahani@cityoforange.org

(Example of Box Channel Design with Utility Conflicts)

The City of Orange retained Kabbara Engineering to prepare improvements plans, specifications, and construction cost estimates for the realignment, widening and rehabilitation of Hewes Street from Bond Avenue to Villa Park Road (4,750 lineal feet). This project involved design survey; the design of the street included a super-elevated section that required a number of alternate designs to clear large underground sub-structures. The plans included the design of an extension of a 10'x7' reinforced concrete box channel owned by the County of Orange Flood Control District. Include was the design of a 27" City Water Transmission Main. Also involved was the preparation of legal descriptions and exhibits for right-of-way acquisition. Plans included new street lighting plans and details, landscaping and irrigation plans and complete utility coordination. This project also included the securing of an encroachment permit from the County of Orange for the City of Orange. This project was completed on-schedule and on-budget with no fee increases.

Software Used: AES RatOC, AES CH1, WSPG, Visual Urban HY-22, HY-8 and Autocad.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring. The ability to plan upcoming task and to detect potential cost overruns.

PROJECT: ORANGE PARK ACRES STORM DRAIN (SOUTH REACH)

Owner: OC Public Works, Operations & Maintenance
2301 North Glassell Street, Orange, California 92867
Mr. Vinh Tran, P.E.
SENIOR CIVIL ENIGNEER
(714) 955-0210
Email: vinh.tran@rdmd.ocgov.com
Mr. Jerry Sterling, P.E. (Retired)
PROJECT MANAGER

Kabbara Engineering prepared preliminary alignment studies and final improvements plans, specifications, and construction cost estimates for the Prop 42 funded Phase II of the Orange Park Acres South Reach Storm Drain System located Southerly from Amapola Intersection to Westerly on Meads Avenue to 300' West of Shetland Lane.

Project also included resurfacing of existing streets with a 2" ARHM overlay and construction of disintegrated granite shoulders for equestrian path uses. Project included extensive hydrology and hydraulic calculations, review of existing County prepared geotechnical reports, extensive County, OPA Water District and utility coordination, 72" RCP and laterals, junction structures, manholes, waterline relocation details, construction phasing, traffic striping, special inlet construction, tree removals & replacements, and driveway reconstruction. Project was completed on schedule and under budget. Software Used: AES RatOC, AES CH1, AES Floodscx, WSPG, Visual Urban HY-22, and Autocad, Bentley Inroads and Intergraph.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring. The ability to plan upcoming task and to detect potential cost overruns

PROJECT: PARK AVENUE STORM DRAIN & SIDEWALK IMPROVEMENTS

Owner: City of Laguna Beach
505 Forest Avenue, Laguna Beach, CA 92651
Mr. Mark Trestik, PE, Assistant City Engineer
(949) 497-0300 mtrestik@lagunabeachcity.net

(Example of Downstream Restriction)

This project consisted of preliminary analysis and final design of Phase 1 and Phase 2 master plan storm drain improvements on Park Avenue, in the City of Laguna Beach. These master plan improvements were required to alleviate flooding and debris flows from tributary canyon areas adjacent to this steep roadway, and to protect downstream properties. The project also included new sidewalk and pedestrian improvements on the north side of the street per Safe Routes to School funding purposes. The project limits were Park Avenue from Wendt Terrace to Hidden Valley Canyon Road. Phase 1 construction was completed and included the installation of approximately 1,000 lineal feet of new 48" storm drain pipe, catch basins, and appurtenances. Pedestrian improvements included approximately 3,000 lineal feet of new sidewalk, curb and gutter, retaining walls/curbs, utility adjustments and relocations, landscape and irrigation improvements, installation of street furniture (bench), roadway narrowing, traffic signing, and traffic striping for a new Class I bike lane. The new sidewalk improvements on the north side of the street were proposed to enhance pedestrian safety for school children from Thurston Middle School and Laguna Beach High School, in the project vicinity. This project also included a traffic count and speed study as required to support the proposed improvements.

Software Used: AES RatOC, AES CH1, WSPG, Visual Urban HY-22, HY-8 and Autocad.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring. The ability to plan upcoming task and to detect potential cost overruns.

PROJECT: WALNUT STREET DRAINAGE IMPROVEMENTS

Owner: City of Costa Mesa
77 Fair Drive, 4th Floor, Costa Mesa, California 92673
Department of Public Works
Ms. Fariba Fazeli, P.E., City Engineer
(714) 754-5378 FARIBA.FAZELI@costamesaca.gov

(Example of Right-of-Way Restriction- Between Houses)

Kabbara Engineering developed preliminary alignment studies, and Hydrology and Hydraulic analyses of all feasible solutions for the existing drainage issues existing within public easements across several private residential properties, in the City of Costa Mesa, California. This project involved preparation of aerial and field topographic surveys, utility coordination, and final design for the storm drain improvements to replace existing drainage facilities located at 445 Walnut Street with a closed pipe system between 445 and 441 Walnut Place in a narrow easement between two existing buildings. Project included coordination with private property owners. This system consists of approximately 752 linear feet of pipe with 3 catch basins. The upstream 208 linear feet of 30" RCP was designed for a 100 year storm since it is a sump condition without a secondary overflow. The remaining system consists of approximately 544 lineal feet of a elliptical concrete pipe (38"x60") running from the intersections of Irvine Boulevard with Costa Mesa Street, then up Costa Mesa Street to the project address at 455 Costa Mesa Street.

Software Used: AES RatOC, AES CH1, WSPG, Visual Urban HY-22, HY-8 and Autocad.

Design Project was completed on schedule and within budget.

Our project cost management starts with the establishment of budgets based on the estimate for the related tasks. We align our cost with the project scope and have biweekly monitoring. The ability to plan upcoming task and to detect potential cost overruns.

Other Projects for the City of Costa Mesa:
Currently in Design Fairview Park Relief Storm Drain System.

PROJECT: GRIJALVA PARK EXTENSION-BIOSWALE & DRAINAGE IMPROVEMENTS

Owner: City of Orange
300 E. Chapman Avenue, Orange, CA 92866
Mr. Majid Farhat, P.E., Principal Engineer
(714) 744-5562 mfarhat@cityoforange.org

Kabbara Engineering performed the preliminary and final design and prepared construction documents for the civil engineering component of this "Green" LEED Project, as subconsultants to the lead architect, Rengel + Co., for the City of Orange. The project included bio-swale design and water quality management plan preparation for a new concrete lift tilt up gymnasium, extension of the main access road and sidewalks through the park, sewer, storm drain, domestic water, street lighting, and fire services, a new 138 space parking lot, D.G. trail system, grading, erosion control, aerial and field surveys, and construction support. **All runoff from the proposed project was captured and treated in landscaped bio-swales surrounding the building and in parking lot medians which were incorporated into the overall project design. Existing catch basins were retrofitted with filters to achieve WQMP compliance decomposed granite, grasscrete, rubberized asphalt pavements, and native plant materials were all used to help achieve LEED certification.**

Design Project was completed on schedule and within budget

Leah Kabbara, P.E.

Principal Engineer

Professional Registration

Professional Civil Engineer, State of California – RCE 41879

Education

University of California, Irvine

1983 | Bachelor of Science, Civil Engineering

Professional Organizations

American Society of Civil Engineer (ASCE)

American Public Works Association (APWA)

City and County Engineers Association (CCEA)

American Water Works Association (AWWA)

Experience

- Ms. Kabbara is Principal Engineer for Kabbara Engineering, has over thirty years of experience in the design of municipal water quality, flood control, local and regional storm drain and drainage projects. As Principal-in-charge, Ms. Kabbara is responsible for the quality assurance reviews, scheduling, manpower, and for maintaining a high level of communication with clients and staff. Ms. Kabbara has been directly responsible for the following projects, in the role of project manager and/or project engineer, and has extensive drainage design experience in Orange County and surrounding jurisdictions:
- **Laguna Canyon Channel Feasibility Study-OCEMA**
Feasibility study for an “all channel” solution to the 100-year flooding issue, involving 3.6 miles of channel ranging from a ten foot bottom width trapezoidal channel section to a triple ten by fourteen foot RCB with a twenty foot diameter tunnel alternative, 9.3 square miles of drainage area, flow splits, confluences, sub and super critical flow regimes, drop structures, debris basins, and at grade and submerged ocean outlets.
- **Talbert Channel-OCEMA**
Project report for 3,000 acre regional storm drain system including hydrology, hydraulics analysis and PS&E design. Project segment involved 5 miles of open channel ranging from 15’ bottom width trapezoidal section to 130’ bottom width rectangular channel.
- **San Diego Creek In-Channel Basin #3 – OCEMA**
Preliminary and final design PS&E for a 120,000 cubic yard capacity sedimentation basin. Project involved 12’ high rip-rap drop structure, 6’ high rip-rap weir outlet structure, access roads, side

channel inlets, flash boards on outlet weir, and structure design for up to 33,000 c.f.s. (sub and super critical flow conditions).

- **Henderson & Wardman Channels – San Bernardino County**
Hydrology report, preliminary and final PS&E design for Henderson and Wardman Channels in accordance with San Bernardino County Flood control District Standards. Plans included 4,500 lineal feet of rectangular reinforced concrete channel, design flows of 5,400 c.f.s. (bulked) and outlet/energy dissipater structure into San Sevaine spreading grounds.
- **San Sevaine HEC-II Analysis- San Bernardino County**
HEC-II analysis and modeling of San Sevaine Wash. The analysis included approximately 6,000 feet of natural channel, the San Sevaine spreading grounds, and the San Sevaine Detention Basins 1 through 4. The analysis established the official 100 –year water service elevation.
- **Prado Basin Inundation Study-OCEMA**
Including extensive hydraulic analysis, inundation and wave analysis, as required to support and implement the proposed increase in the height of Prado Dam.
- **Orange Park Acres Storm Drain (South Reach)-OC Public Works, Operations & Maintenance**
Preliminary alignment studies, extensive hydrology and hydraulic analysis, final PS&E and construction support for this Prop 42 funded storm drain improvement project. Included utility coordination, public outreach, environmental documentation, traffic control, pavement overlays, D.G. horse trail construction, water line relocation, traffic striping, tree removals and replacements, 72” RCP and laterals, as required to replace open ditches and mitigate flooding.
- **Sunnymead Ranch Lake Repair – Sunnymead Markborough California**
Provided design and construction layout staking for the re-construction of the 30-acre man-made lake centerpiece for this master planned community in Riverside County. Design included water quality control filters, storm drain routing, new lake bottom and side wall grading, subdrain systems and adjoining builder site grading plans.
- **Master Plan of Drainage-City of Corona**
Preparation of the Master Plan of Drainage for the entire City of Corona, including rational method hydrology, capacity calculations for existing facilities, proposed improvement needs and sizing, report preparation, for a study area encompassing 33 square miles.
- **Park Avenue Storm Drain Improvements- City of Laguna Beach**
- **Park Avenue and Wendt Terrace Drainage Inlet Improvements – City of Laguna Beach**
- **Hewes Street and Alameda Channel Widening- City of Orange**
- **Taft Avenue Storm Drain Improvements- City of Orange**
- **Grijalva Park Storm Drain and Bioswale Improvements – City of Orange**
- **Hidden Crest Drainage Improvements – City of Laguna Niguel**
- **248 West Avenida Palizada Storm Drain Improvements- City of San Clements**
- **Avenida Cabrillo Storm Drain Detention Project – City of San Clemente**
- **506 Avenida de la Riviera/2400 Calle Capri Storm Drain Improvements – City of San Clemente**
- **Avenida Marquita Storm Drain Improvements- City of San Clemente**
- **Walnut Street Drainage Improvements- City of Costa Mesa**
- **Fairview Park Relief Storm Drain Improvements – City of Costa Mesa**
- **Foothill Boulevard Channel Widening and Storm Drain Improvements- City of Upland**

Bill Kabbara, P.E., L.S.

Project Engineer

Professional Registration

Professional Civil Engineer, State of California – RCE 40812

Professional Land Surveyor, State of California - LS 6624

Education

[University of California, Irvine](#)

1982 | Bachelor of Science, Civil Engineering

[University of California, Irvine](#)

1982 | Bachelor of Science, Biology

[California State University, Long Beach](#)

1985 | Master of Science, Civil Engineering

Professional Organizations

American Society of Civil Engineer (ASCE)

American Public Works Association (APWA)

City and County Engineers Association (CCEA)

American Water Works Association (AWWA)

California Land Surveyors Association (CLSA)

Experience

Mr. Kabbara has over thirty years of professional engineering experience, with a specialization in public works projects. Mr. Kabbara has prepared numerous plans, specifications and estimates, and has conducted numerous special evaluations and studies for many federally, state and locally funded water quality, flood control, drainage, local and regional storm drain projects. Mr. Kabbara also provided construction inspection services specifically for County Flood Control projects, while working for the County in 1984. As Project Engineer, Mr. Kabbara will act as the central design figure in the work. Mr. Kabbara was directly responsible as the project engineer or project manager for the design of the following completed similar projects, and has extensive drainage design experience in Orange County and the Southern California basin:

- **Santiago Creek Storm Drain Facility Evaluation- City of Orange**
Prepared the design report for a 200' wide channel (17,500 c.f.s.) which extended from Prospect Avenue to Walnut Avenue in the City of Orange. Prepared sediment evaluation using HEC-6, designed drop structures, and outlet structures for this 1.1 mile reach. Also included evaluation of existing drainage facilities and flood protection levels, using HEC –II.
- **Fairview Village Development Storm Drain System- City of Costa Mesa**
Prepared PS&E for 2,000 l.f. of 48" diameter storm drain system required to service a 35-acre site and extends from Fairview Hospital to Fairview channel. Project included extensive hydrology and hydraulic calculations and report per OCFCD standards and requirements.
- **Skyline Storm Drain System – OCEMA**
Preliminary and final design PS&E for this storm drain system located in Skyline Drive, including hydrology and hydraulic calculations, construction notes and details.
- **Alta Loma Channel & Master Plan of Drainage- City of Rancho Cucamonga**
Preparation of and revisions to the Master Plan of Drainage for Watershed V (1,163 acres) per County of San Bernardino hydrology model, including evaluation and sizing of proposed Master Plan improvements, Alta Loma Channel design, debris basins, retention basins, and storm drain systems.
- **Devon Place Storm Drain Improvements- Los Angeles County**
Prepared PS&E for the Devon Place Storm Drain improvements through a portion of the Virginia Country Club Golf Course, including hydrology and hydraulic analysis, earthen channel design, outlet structures and energy dissipaters per L.A. County Flood Control District standards and specifications.
- **MWD 1200 West Hollywood – Los Angeles County**
Prepared PS&E for this storm drain system in West Hollywood, including hydrology and hydraulic calculations, and evaluation and mitigation of existing groundwater problems.
- **Orange Park Acres Storm Drain (South Reach)-OC Public Works, Operations & Maintenance**
Preliminary alignment studies, extensive hydrology and hydraulic analysis, final PS&E and construction support for this Prop 42 funded storm drain improvement project. Included utility coordination, public outreach, environmental documentation, traffic control, pavement overlays, D.G. horse trail construction, water line relocation, traffic striping, tree removals and replacements, 72" RCP and laterals, as required to replace open ditches and mitigate flooding.
- **Los Feliz Storm Drain Improvements MTD 1579- City of Glendale**
- **Park Avenue Storm Drain Improvements- City of Laguna Beach**
- **Park Avenue and Wendt Terrace Drainage Inlet Improvements – City of Laguna Beach**
- **Hewes Street and Alameda Channel Widening- City of Orange**
- **Taft Avenue Storm Drain Improvements- City of Orange**
- **Hidden Crest Drainage Improvements – City of Laguna Niguel**
- **248 West Avenida Palizada Storm Drain Improvements- City of San Clemente**
- **Avenida Cabrillo Storm Drain Detention Project – City of San Clemente**
- **506 Avenida de la Riviera/2400 Calle Capri Storm Drain Improvements – City of San Clemente**
- **Avenida Marquita Storm Drain Improvements- City of San Clemente**
- **Walnut Street Drainage Improvements- City of Costa Mesa**
- **Fairview Park Relief Storm Drain Improvements – City of Costa Mesa**
- **Foothill Boulevard Channel Widening and Storm Drain Improvements- City of Upland**
- **Juanita Storm Drain Improvements – City of La Habra**

James Anderson, P.E., T.E.

Project Engineer

Professional Registration

Professional Civil Engineer - State of California – RCE 22863

Professional Traffic Engineer – State of California – RTE 127

Education

[California State University, San Diego](#)

1969 | Bachelor of Science, Civil Engineering

Professional Organizations

American Society of Civil Engineers (ASCE)

Institute of Traffic Engineers (ITE)

Orange County Traffic Engineers Council (OCTEC)

Experience

Mr. Anderson has 30 years of experience in the preparation of plans for many traffic engineering projects. He has also been responsible for the preparation of numerous studies and reports, covering a wide range of traffic engineering activities such as computer traffic control systems, channelization and signing studies, speed limit studies, traffic operation studies and impact studies of highway improvements. Mr. Anderson excels in the preparation of plans for traffic signal installation, including coordination of signals by interconnection, channelization design and work area traffic control. Formerly, Mr. Anderson was the head of the Traffic Engineering division for the City of Costa Mesa. While with the City, he was involved in a variety of transportation projects including alternative routes for the SR-55 Freeway extension and the impact of the South Coast Plaza rezoning. Prior to Costa Mesa he held the position of Design Engineer for VTN Consulting Engineers and the County of Los Angeles. Mr. Anderson has directly designed or supervised the preparation of over 400 traffic signal/stripping, street lighting and work area traffic control plans, including construction management in the role of resident engineer and/or inspector. He has considerable knowledge and experience with computerized traffic flow simulation, including the use of SYNCHRO computer models. He routinely utilizes these models for both optimization of signal timing and as an analytical tool. Mr. Anderson's experience includes the following:

- **City of Costa Mesa** - As City Traffic Engineer, responsible for planning and supervising the work of the traffic safety and maintenance employees, and for over 200 miles of streets. Prepared departmental and capital improvement budget. Prepared and presented reports to City Council, Planning Commission and Traffic Commission while supervising up to 12 personnel. Also, represented the City as a traffic engineering expert in court hearings.
- **City of Fontana** - Served as Consulting Traffic Plan Check Engineer, responsible for traffic engineering and traffic planning report plan checking. In the role held office hours in the City Hall two to three days a week.
- **City of La Habra**-Served as On Call for City Traffic Engineer investigations and reports.
- **County of Los Angeles**-As Sr. Civil Engineering Assistant, responsible for traffic signal design, safety lighting and geometric design.
- **The Arbor, City of Lake Forest**
Served as the Traffic Project Manager for the El Toro Road improvements associated with the City of Lake Forest's Arbor project. Work included preparation of the Plans, Specifications, and Estimates for traffic signals, signing, striping, and traffic control, and the construction support of the same. Work included the coordination with Caltrans District 12, traffic signal coordination and preparing the SimTraffic models for public presentations.
- **City of Laguna Niguel**
Prepared the city wide traffic signal synchronization, traffic signal timing, and traffic signal interconnect system.
- **Foothill Boulevard Channel Widening and Storm Drain Improvements- City of Upland**

Ithiel Carter, Phd., L.S.

Land Surveyor

Professional Registration

Professional Land Surveyor, State of California - LS 6759

Education

[University of California, Santa Barbara](#)

1988 | Bachelor of Science, Mathematics

[University of California, San Diego](#)

1990 | Master of Science, Mathematics

[University of California, San Diego](#)

1992 | Doctorate, Mathematics

Professional Organizations

California Land Surveyors Association (CLSA)

Experience

Dr. Carter has over 25 years of professional land surveying experience. He has extensive experience in control and topographic surveying, data collection and reduction, channel and road profiling and cross sections, construction staking, right-of-way mapping, legal descriptions and exhibits, and boundary analysis. Dr. Carter's survey and mapping experience includes the following projects:

- **Orange Park Acres Storm Drain (South Reach)-OC Public Works, Operations & Maintenance**
- **Park Avenue Storm Drain Improvements- City of Laguna Beach**
- **Park Avenue and Wendt Terrace Drainage Inlet Improvements – City of Laguna Beach**
- **Hewes Street and Alameda Channel Widening- City of Orange**
- **Taft Avenue Storm Drain Improvements- City of Orange**
- **Hidden Crest Drainage Improvements – City of Laguna Niguel**
- **248 West Avenida Palizada Storm Drain Improvements- City of San Clemente**
- **Avenida Cabrillo Storm Drain Detention Project – City of San Clemente**
- **506 Avenida de la Riviera/2400 Calle Capri Storm Drain Improvements – City of San Clemente**
- **Avenida Marquita Storm Drain Improvements- City of San Clemente**
- **Walnut Street Drainage Improvements- City of Costa Mesa**
- **Fairview Park Relief Storm Drain Improvements – City of Costa Mesa**
- **Foothill Boulevard Channel Widening and Storm Drain Improvements- City of Upland**

EDUCATION:

University of Arizona
BS, Civil Engineering

CERTIFICATIONS:

Professional Engineer
#63885

State of California

Geotechnical Engineer
#2752

State of California

City of San Diego #768

Reinforced Concrete
Prestressed Concrete
Pile Driving Inspector

International Code
Council (ICC) #1138516

Reinforced Concrete
Prestressed Concrete

American Concrete
Institute (ACI)

Concrete Field Testing
Technician Grade I
#00030541

Troxler Electronic
Laboratories, Inc.

Nuclear Testing
Equipment Certificate
#073686

Garrett Fountain, PE, GE

Principal Geotechnical Engineer

Experience & Responsibilities

Garrett is a licensed civil and geotechnical engineer with over 19 years of industry experience. He has been employed with SCS&T since 1999, and is the firm's Principal Geotechnical Engineer and Vice President. His engineering experience is diverse, ranging from municipal, infrastructure, education, healthcare, commercial and residential projects. Garrett has performed pavement investigations to provide pavement rehabilitation recommendations for numerous agencies throughout southern California, and has worked directly with Tensar® in the development of design methods for reinforced pavement sections. These methods were presented at the 2012 GeoCongress.

Garrett is responsible for the oversight of SCS&T's technical staff. He is also responsible for SCS&T's engineering department's preparation of various engineering studies and geotechnical engineering reports. Garrett's daily activities include project management, review of construction plans and specifications, attending jobsite meetings, preparation of engineering reports and proposals, selection and supervision of project staff, overseeing implementation of Quality Assurance programs, preparing and monitoring service estimates, and reviewing and reporting test results.

Project Experience

County of Riverside Southwest Sedimentation Basin at Badlands Sanitary Landfill, Moreno Valley – Geologic mapping of excavation slopes and earthwork observation and testing for a new sedimentation basin to ensure the Badlands Landfill remains compliant with the requirements of the EPA Construction General Permit and Code of Federal Regulations. The project also included a 35' high spillway embankment with drain pipe and riser, flattening of a landslide slope within the basin grading limits, construction of a buttress along the landslide toe limits, and construction of associated drainage structures.

Willows Road Bridge over Viejas Creek, San Diego County - Topographically, the creek embankments are steep and about 20 feet in height. The creek bed is about 200 feet wide in the vicinity of the bridge. The main purpose of the study was to determine the approximate depth and quality of the underlying bedrock. Our findings concluded that the rock underlying the alluvium is not susceptible to scour.

Andulka Park, City of Riverside – Geotechnical investigation, corrosivity assessment, earthwork observation and testing, and concrete and masonry inspection and testing for a park project. The project includes 10 tennis and basketball courts, retaining walls, Musko lights, access roads and parking lot expansion. The project also included reconstruction of failed slopes due to runoff from up-slope natural drainage channels, a western tributary outlet consisting of a drainage channel and energy dissipation structures installed above failed slopes to collect and divert surface runoff water around slope area, and an assessment of debris scattered on northern part of site.

MEMBERSHIPS & ASSOCIATIONS:

American Society of Civil Engineers (ASCE)
Earthquake Engineering Research Institute (EERI)
Geo-Institute

ACCOMPLISHMENTS:

"Performance Verification of a Geogrid Mechanically Stabilized Layer Flexible Pavement Design",
Geocongress 2012

Garrett Fountain, PE, GE

Principal Geotechnical Engineer

Project Experience (continued)

Emergency Storm Drain Repair on De Luz Road at the Santa Margarita River, San Diego County – Geotechnical investigation, including a study to determine the approximate depth of the underlying bedrock and provide geotechnical design parameters for the design and construction of the planned rock slope protection.

Laurelridge Court Storm Drain, City of San Diego - Geotechnical investigation for the design and construction of storm drain located in the canyon between Laurelridge Court and Deerfield Street. The new storm drain alignment will connect to an existing 24" storm drain outlet located at the top of the canyon, and will extend northwest down the canyon for about 300' where it will outlet into a new energy dissipater drainage swale.

Jean Drive Storm Drain, City of San Diego - Geotechnical investigation for the abandonment of existing corrugated metal pipe and installation of a new 24" reinforced concrete pipe. The new alignment will extend 217'. The project also included backfill of the existing storm drain where the outlet was eroded.

Norma Drive Storm Drain, City of San Diego - Geotechnical investigation for the removal of existing 18" corrugated metal pipe, and replacement of that pipe with a new 24" reinforced concrete pipe, extending 100'.

Whitewater River Channel South Bank, Rancho Mirage

Soils sampling, observation of site preparation and excavation, subgrade preparation, earthwork observation and testing and concrete testing for the excavation of the channel bank to design grade, construction of 6" reinforced concrete slope protection mat, placement of soil backfill to finish grade above mat, and construction of a 3" concrete slab pilot channel reinforced with welded wire mesh.

County of San Diego As-Needed Geotechnical Consultant and Materials Inspection and Testing Services – Geotechnical investigation and earthwork observation and testing for various projects, including Del Dios drainage improvements, consisting of an 84' sleeve with a 60" diameter storm drain; extension of Ramona Street and relocation of water mains; installation of a reinforced box culvert at Ruxton Avenue; and drainage improvements at Wing Avenue, consisting of the widening and deepening of the existing drainage channel. Other projects include retaining walls, soil nail walls and slope evaluations.

City of San Diego As-Needed Professional Geotechnical Design Services – Geotechnical investigation, earthwork observation and testing, and concrete inspection and testing for various projects including storm drains, pump stations, sewer replacements, retaining walls, concrete pavement replacements, sidewalks, curbs and gutters, and the Lower Otay Reservoir project, consisting of a study to determine the geologic and geophysical conditions relative to the materials expected to be encountered during construction of the spillway improvements.

Otay Water District As-Needed Consultant Services – Geotechnical investigations for various projects, the 624 Pressure Zone consisting of design and construction of a precast concrete vault Pressure Reducing Stations No. 1 and No. 2, underlain by 1' of aggregate base material, piping and thrust blocks, and the Calavo Basin Sanitary Sewer Main Rehabilitation project, including sewer main rehabilitations at various locations.

ROGER K. KOBATA
President

Mr. Kobata formed Kobata Associates, Inc., as a Landscape Architectural firm in the fall of 1971, to pursue his own philosophy and identity in the profession of Landscape Architecture.

Mr. Kobata has a varied background in the profession through his experience in landscape contracting, landscape maintenance, and nursery operations. This experience has helped him develop a multi-facet knowledge of the profession.

His educational background includes attendance at California State Polytechnic University, Pomona, California, where he received his Bachelor of Science degree in Landscape Architecture.

Mr. Kobata's experience has been both varied and extensive since graduation. He was employed by Robert M. Babcock and Associates, Berkeley, California, where he became an Associate.

In 1969, he joined the firm of POD, Inc., as an Associate and was in charge of production services.

Since 1971, Mr. Kobata headed his own firm in Landscape Architecture servicing primarily the building industry. The firm soon established itself as one of the leading firms in the area of Housing Development in California.

Mr. Kobata also pursued public works and park projects and since 1973 has serviced many cities and counties in the Southern California region.

In addition to the operation of his own firm, Mr. Kobata served as a consultant to a landscape maintenance company for one year, developing maintenance studies, programs, manpower scheduling and budgeting. He also served as a principal of Recreation Land Planners in 1976 and was in charge of production services. Because of the demands of his own firm, Mr. Kobata relinquished his position in Recreation Land Planners in 1978.

Mr. Kobata holds certification as a Registered Landscape Architect for the State of California, the State of Arizona, and the State of Nevada.

Mr. Kobata has served as the City Landscape Architect for the City of Lake Elsinore since 1986 and assists the City in all public works and community services projects and landscape architectural resources for other city departments.

Mr. Kobata oversees all landscape plan check and inspection services contracted by the Firm.

ROGER K. KOBATA

President

EDUCATION:

California State Polytechnic University
Pomona
Bachelor of Science
Landscape Architecture 1967

EXPERIENCE:

Roger K. Kobata and Associates, Inc.
Anaheim, CA
Principal
1971 to date

Kenneth K. Hayashi & Associates
San Diego, CA
Partner 1971

Imperial Landscape Company
Brea, CA
Landscape Architect/Public Relations
1971

POD, Inc., Landscape Architects
Orange, CA
Associate 1969-1971

Robert Babcock and Associates
Berkeley, CA
Associate 1967-1969

Whittier Park Department (Part time)
Whittier, CA
1966-1967

Rio Hondo Landscape Co.
Orange, CA
1962-1967

AFFILIATIONS:

Registered Landscape Architect
State of California 1968 (#1219)

Registered Landscape Architect
State of Arizona 1973 (#08892)

Registered Landscape Architect
State of Nevada 1977 (#78)



INLAND AERIAL SURVEYS, INC.

7117 Arlington Avenue, Suite A • Riverside, CA 92503

Phone (951) 687-4252 • Fax (951) 687-4120

Email IAS@INLANDAERIAL.COM

DEREK C. HOOD, PLS
President / Principal
INLAND AERIAL SURVEYS, INC.

Registrations - Credentials

California Professional Land Surveyor #6799

Nevada Professional Land Surveyor #12461

California Community College Teaching Credential #251137
Subject: Architectural, Engineering and Related Technologies.

Certified Party Chief – International Union of the Operating Engineers

1998 – President of the California Land Surveyors Association,
Riverside-San Bernardino Chapter.

BIO

Current position: President / Principal of Inland Aerial Surveys, Inc.

Mr. Hood will be the Project Manager overseeing the acquisition of aerial photography, photogrammetric mapping & digital imaging operations for this project.

Mr. Hood began his Land Surveying career in 1979. Past duties have included, but not limited to, managing the surveying and mapping departments for large Civil Engineering firms in the Inland Empire. Surveying services performed range from performing boundary establishment, control networks – established from conventional and GPS surveying techniques, Construction, Topographic mapping prepared from Aerial Photogrammetry, LIDAR and conventional Land Surveying techniques. He has worked on projects for both the public and private sectors.

In 2000, Mr. Hood became Principal and President of Inland Aerial Surveys, Inc. and during this time has been specializing in photogrammetry.

Mr. Hood holds a Community College Teaching Credential for the subjects of Architectural, Engineering and Related Technologies. He has also served as an instructor for the Southern California Surveyors Apprenticeship Committee. Classes instructed were on the Party Chief level ranging from coordinate geometry, land surveying practices, Aerial Photogrammetry and conventional topography, boundary establishment and public lands.

Mr. Hood also has experience as a Survey Party Chief, Mapping compiler (utilizing Analog, Analytical and Soft-Copy photogrammetric mapping equipment), as well as several hundred hours as an Aerial Camera Operator.

Mr. Hood with his diverse background in Land Surveying as well in Photogrammetry gives him a unique insight for any project.

EXHIBIT C
FEE SCHEDULE

April 25, 2014

City of Costa Mesa

Public Services
 Engineering Division
 77 Fair Drive, 4th Floor
 Costa Mesa, California 92628-1200

Attention: Fariba Fazeli, P.E., City Engineer

Subject: Proposal to Provide Professional Engineering Services for the Design of Arlington Drive Bioswale and Dry Weather Diversion Project

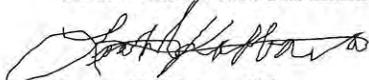
In response to the City’s request, Kabbara Engineering is pleased to present this proposal to perform professional design engineering services for the Arlington Drive Bioswale and Dry Weather Diversion Project, per the scope of work outlined and included in the City’s RFP. Our total not-to-exceed lump sum fee proposal, including subconsultant services, is as follows:

Description	Total Fee
ARLINGTON DRIVE BIOSWALE & DRY WEATHER DIVERSION PROJECT	
Kabbara Engineering	\$ 83,025.00
Southern California Soil & Testing Inc. (Geotechnical Subconsultants)*	\$ 9,738.00
Kobata Associates Inc. (Landscape Subconsultants)*	\$ 51,260.00
Inland Aerial Surveys Inc. (Aerial Topography)*	\$ 4,840.00
Potholing and Environmental (Contingency)	\$ 60,000.00
Total Lump Sum Fee Proposal	\$ 208,863.00

*Includes 10% Administrative Charge

We believe that our extensive background and knowledge of the Measure M2 Environmental Cleanup Program Grant requirements, including environmental constraints, and drainage conditions, make Kabbara Engineering uniquely qualified to expedite the design and delivery of this project for construction. Thank you for the opportunity to be of service. We look forward to working with you on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING



Leah Kabbara, PE
 PRINCIPAL ENGINEER

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.