CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KABBARA ENGINEERING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a sole proprietorship ("Consultant").

W I T N E S S E T H

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call professional traffic engineering consulting services, as more fully described herein; and

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

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

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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 by this reference (the "Fee Schedule"). Consultant's annual compensation shall not exceed One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00). If the City elects to renew this Agreement, Consultant's compensation for any renewed period shall not exceed Sixty Thousand Dollars and Zero Cents ($60,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager, 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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The 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 completed pursuant to 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 City or Consultant shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the 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 through June 30, 2017 ("Initial Term"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" 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 understanding 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 CEO or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, renewals and/or extensions, 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 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; and b) 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 Harwood Street
Orange, CA 92866-1626
Tel: (714) 744-9400
Attn: Leah Kabbara

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5017
Attn: Raja Sethuraman | Public Services

Courtesy Copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance | Purchasing

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 and Costs. 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 and costs, 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.

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 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 either Party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments and Modifications. 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 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

[redacted] Date: 6/14/16

Mayor

CONSULTANT

[redacted] Date: May 25, 2016

Signature

Leah Kabbara, Principal Engineer

Name and Title

[redacted]

Taxpayer ID Number

ATTEST:

[redacted] Date: 6-16-16

City Clerk

APPROVED AS TO FORM:

[redacted] Date: 5/25/16

City Attorney

APPROVED AS TO INSURANCE:

[redacted] Date: 5/26/16

Risk Management

DEPARTMENT APPROVAL:

[redacted] Date: 6.2.16

Public Services Director

APPROVED AS TO PURCHASING:

[redacted] Date: 6.3.16

[redacted]im Finance Director

[redacted] Date: 6-3-16

Project Manager

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

FROM THE OFFICE OF THE DIRECTOR, DEPARTMENT OF PUBLIC SERVICES

February 18, 2016

TO: TRAFFIC ENGINEERING CONSULTANTS

SUBJECT: REQUEST FOR PROPOSALS - TRAFFIC ENGINEERING SERVICES

Dear Consultant:

The City of Costa Mesa is seeking proposals from reputed traffic engineering firms for providing on-call traffic engineering consultant services. The services required include project management of current and future consultant contracts for transportation improvement projects, traffic signal synchronization projects, and providing general support to the City's Transportation Services Division in addressing neighborhood and other traffic issues. These are briefly discussed below:

Transportation Improvement Projects: The City has current design and right-of-way acquisition contracts for transportation improvements at several intersections and roadway segments. The selected consultant will manage the project activities towards their successful completion. Tasks will include reviewing design plans and invoices, and preparing Measure M2 reimbursement invoices and reports. In addition, the City has several federal Highway Safety Improvement Program and Active Transportation Program projects. The consultant will be responsible for preparation of the necessary federal forms on these projects and processing them through Caltrans.

Traffic Signal Synchronization Projects: The City has several regional traffic signal synchronization project underway. The selected consultant will manage the project activities towards their successful completion. Tasks include reviewing traffic signal timing plans and equipment details, and preparing Measure M2 reimbursement invoices and reports.

Active Transportation Coordinator: The City will also require the selected consultant to perform the duties of Active Transportation Coordinator who will be responsible for conducting monthly public meetings for the Council appointed "Bikeway and Walkability Committee." Additionally, the consultant will be responsible for managing projects related to bicycle facilities within the City.

Neighborhood Traffic Issues: The selected consultant will be an extension to City staff in providing a variety of traffic engineering services and addressing neighborhood issues. This will require performing work at City Hall for certain hours on a weekly basis.

The City may select one or more consultants to provide the above services for a not-to-exceed fee based on tasks agreed to by the City and Consultant.

Content of Proposal

The proposal will include, at a minimum, the following information:

- Interest letter and qualifications stating the areas of consultant's expertise

77 FAIR DRIVE
PHONE: (714) 754-5343 • www.ci.costa-mesa.ca.us

- Identification of individual(s) providing services with resumes
- Hourly rates for the individual(s) proposed
- Compliance with Professional Services Agreement requirements (see attached PSA)

Three (3) duplicate proposals should be submitted. Electronic submittal of proposals is also acceptable. The consultant shall ensure that proposals are received in a timely manner prior to the deadline. The City is not responsible for any delay issues with delivery of electronically submitted proposals.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No consultant hourly fee adjustment will be allowed for a one-year period starting from the date of contract acceptance. Future increases will not be approved; its approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

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

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall**, on or before 5:00 p.m., March 4, 2016**. If additional information is required, please contact me at (714) 754-5032, or via email at raja.sethuraman@costamesaca.gov.

Sincerely,

[redacted]

Raja Sethuraman
Transportation Services Manager

Attachment: 1 - Sample Professional Services Agreement

c Ernesto Munoz, Public Services Director

EXHIBIT B

CONSULTANT'S PROPOSAL

K A B B A R A ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING

March 4, 2016

City of Costa Mesa
Transportation Services Division
77 Fair Drive, 4th Floor
Costa Mesa, California 92628-1200
Attention: Mr. Raja Sethuraman, Transportation Services Manager

Subject: Proposal for On-Call Traffic Engineering Consulting Services

Dear Mr. Sethuraman:

Kabbara Engineering is pleased to present our Proposal for On-Call Professional Traffic Engineering Consulting services in the City of Costa Mesa. Kabbara Engineering has extensive experience providing staff augmentation services for municipal agencies throughout Southern California for the last 25 years, and has a proven track record of providing highly qualified, experienced and professional traffic engineering staff to the City of Costa Mesa since 2012.

Kabbara Engineering has the professional staff, qualifications and local experience required to support the City of Costa Mesa, and is committed to meeting the City's needs as outlined in the RFP for Traffic Engineering Services, and offers the following:

Key Staff of Professionals We understand that the City of Costa Mesa is seeking a professional firm to provide staff support in order to help the Transportation Services Division with project management and general support services for their traffic and transportation capital improvement projects, neighborhood and other coordination issues. Our proposed team of professionals all have more than 25 years of relevant experience and are registered Professional Civil Engineers (PE) and Professional Traffic Engineers (TE), by the State of California. ***Full resumes of our proposed key staff members are attached.***

Key Staff	*Registration/Education*	*% Availability*	*Years of Experience*
Grant Anderson	Professional Civil Engineer, CA - RCE 34285 Professional Traffic Engineer, CA - RTE 1193 BS, Civil Engineering, 1978, USC	100%	38
Amir Farahani	Professional Civil Engineer, CA - RCE 54235 Professional Traffic Engineer, CA - RTE 2363 BS, Civil Engineering, 1982, Cal State LA	100%	29

Kabbara Engineering's highly qualified key staff will be supported by the Principal Engineer's in our office, including Mr. Bill Kabbara, PE, PLS, and Ms. Leah Kabbara, PE, who each have more than 30 years of professional municipal engineering management and design experience. This Principal involvement will ensure that our team meets the highest levels of quality, responsiveness, documentation, communication, oversight and coordination, as required by the City of Costa Mesa.

Knowledge of Local Environment The Kabbara Engineering team has dedicated its services strictly to public agencies since 1990, and has successfully completed the design and management of over 400 local, state and federally funded street, traffic, transportation, transit/multi-modal, pavement rehabilitation, lighting, water, sewer, storm drain, and other design and rehabilitation projects for local public agencies in Los Angeles and Orange Counties. This combination of past local experience coupled with our dedication to municipal service, produces a project team that is thoroughly acquainted with the local environment and the needs of the City of Costa Mesa. Our team is uniquely qualified to provide staff support services to the City because our staff has a clear understanding of municipal procedures and are very familiar with City, state and federal needs, policies and procedures.

Principal Involvement Kabbara Engineering is run by Principals who have over 60 years of combined municipal engineering experience, and a stake and personal involvement in every project undertaken. That involvement ensures that resources are prioritized for your project, and that we produce a quality product that proceeds on a predictable schedule, is designed and managed within budget, and experiences minimum construction change orders.

Relevant Experience Kabbara Engineering has extensive experience in the design and management of transportation improvement projects, traffic signal synchronization projects, and project design related to neighborhood traffic issues, including intersection widening improvements, traffic signal modifications, traffic signal interconnect and sychronization, traffic calming improvements, pedestrian & crosswalk studies and improvements, federal funding compliance, management and processing and other management and plan check review services, and we are confident that our team has the expertise to serve your specific needs and the requirements of each as-needed services project. Our recent experience also includes preparation and processing of the necessary encroachment permits as required by Caltrans for work within their jurisdiction, and right-of-way, environmental documentation, and state and federal funding authorizations, reports and invoices, as required by the federal government and administering agencies, including Caltrans. Kabbara Engineering currently provides similar On-call Civil and Traffic Engineering design services to the City of Irvine, City of Burbank, City of Mission Viejo, City of Pico Rivera, City of Yorba Linda, City of La Mirada, City of Pomona, City of Downey, City of Cudahy, and City of Orange. Additionally, we currently serve as District Engineer to the Pico Water District and provide professional Traffic Engineering staffing services to the City of Costa Mesa. Kabbara Engineering is also very familiar with federal and state funding compliance requirements, and has successfully completed preparation and processing numerous federal funding and grant applications, preliminary environmental studies (PES), E-76 packages, agency invoicing, and coordination for numerous projects over the last 24 years, including those funded by ISTEA, SR2S, HSIP, ARRA, STPL, Prop 42, Prop C, AHRP, ATP, CDBG, Tier 2, Measure M, M2, special tax, and local funding programs. Kabbara Engineering is also very familiar with the latest ADA compliance requirements, since we serve on the APWA Technical Committee for Standards and Specifications. We have reviewed and fully understand the scope of services outlined in the RFP, and are prepared to provide the City of Costa Mesa with the high quality, Professional Traffic Engineering Services requested therewith.

Past Performance Record Kabbara Engineering has a proven, 25-year track record of successfully providing professional engineering staffing, plan check, design, management, survey and consulting services to local agencies throughout Southern California, most of which are repeat clients. We encourage the City of Costa Mesa to contact our references to confirm our outstanding track record.

Competitive Rates Kabbara Engineering understands the budget constraints that local agencies are often faced with. To that end, our proposed fees for projects are negotiable and our references will attest to our willingness to work within any budget.

We believe that these strengths make Kabbara Engineering uniquely qualified to provide the City of Costa Mesa with the requested Professional Traffic Engineering Services.

Kabbara Engineering is currently in compliance with the City of Costa Mesa's Professional Services Agreement requirements, and a copy of our certificate of insurance is on file with the City.

Thank you for this opportunity to be of service. We look forward to working with you and your staff on upcoming projects. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

[redacted]

Leah Kabbara, PE
PRINCIPAL ENGINEER

Attachments:
Resume - Grant Anderson, PE, TE
Resume-Amir Farahani, PE, TE

RESUMES & CALIFORNIA LICENSES FOR KEY STAFF

Grant Anderson, P.E., T.E.

Traffic Division Manager

Professional Registration:
Professional Civil Engineer, State of California - RCE 34285

Professional Traffic Engineer, State of California - RTE 1193

Education:
1978 - University of Southern California
BS, Civil Engineering

Project Experience &Responsibilities:

Mr. Anderson has over 38 years of experience in traffic and civil engineering. As Traffic Division Manager at Kabbara Engineering, Mr. Anderson manages traffic engineering design, and performs quality assurance duties for all transportation projects. From August 2010 to present, his duties also include the following staff augmentation duties for the City of Costa Mesa, Transportation Services Department.

Duties include: Preparation of applications for Local, State and Federal transportation grant funds, including identification of project and preliminary cost estimate and preparation of Requests for Funds for completed project phases; preparation of Preliminary Environmental Analysis for Federally funded projects; manage engineering consultant contracts; investigation and analysis of neighborhood traffic safety issues; review and analysis of development proposals.

Acting as City staff, Mr. Anderson is responsible for the investigation, preparation of reports and communication with other City staff and other Agencies to complete a wide variety of individual projects. He has extensive experience in acquiring and obligating OCTA, State and Federal grant funds for City transportation projects. He identifies potential grant funded projects, develop preliminary project description and costs, prepare grant applications and prepare subsequent reports to receive awarded funds from funding programs such as OCTA Measure M2 CTFP and Project V Transit, Highway Safety Improvement Program, Safe Route to School and Active Transportation Program.

He has been responsible for traffic studies of intersections and highway segments, traffic signals, preparing reports and recommendations related to traffic/transportation problems, traffic operations, and freeway and road development.

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Previously, as Chief of Roadway Design and Chief Traffic Engineer for the County of Orange (Retired - OCERS), Mr. Anderson has supervised roadway design and civil engineers, traffic engineers and technicians in traffic operations, traffic engineering, and short-range transportation planning activities. He has represented Traffic Engineering on various committees and commissions. He has provided his technical expertise in consulting with a variety of private and public agencies. Mr. Anderson's experience also includes the following:

Grant Anderson, P.E., T.E.

Traffic Division Manager

Professional Registration:

Professional Civil Engineer, State of California - RCE 34285

Professional Traffic Engineer, State of California - RTE 1193

Education:

1978 - University of Southern California
BS, Civil Engineering

Project Experience & Responsibilities:

COUNTY TRAFFIC ENGINEER – Orange County Public Works – Traffic Engineering-Road Programs: May 2007 to August 2010: County of Orange, OCPW - Road Division, Santa Ana, California. Promotion to Engineering Supervisor managing the Traffic Engineering-Road Programs Section, May, 2007.

Duties included: Managed the activities of approximately 23 employees in 5 Units (Traffic Investigations, Signal Operations, Road Finance, Project Funding, and Project Administration) all within the Traffic Engineering-Road Programs Section of the OC Road Division.

As the County Traffic Engineer I set policies, goals and priorities and managed staff to ensure that the highways within the unincorporated County of Orange were safe to travel under normal operating conditions. I acted as Chairman of the Orange County Traffic Committee as it considered issues of traffic safety within unincorporated County roadways. I supervised and provided direction to staff responsible for the design, operation and maintenance of over 200 traffic signal systems within the unincorporated County as well as within contract cities. I also managed staff that investigated traffic safety concerns, performed studies to address identified deficiencies and prepared improvement plans to mitigate or correct deficiencies. I provided guidance and training in the review of encroachment permits, project reports, traffic control plans, signing and striping plans and street improvement plans prepared by a Developer's engineer and also various governmental agencies.

As the County's Road Program Manager, I oversaw staff responsible for initial planning activities to develop road improvement projects and prepare the County's Capital Improvement Program. I coordinated with various County departments and governmental agencies, including cities, OCTA and Caltrans, as well as private consulting firms to identify possible transportation projects for design and inclusion within the County's multi-year transportation funding program. I supervised staff responsible for identifying project funding requirements and securing grant funds for the planning, design and construction of road and bridge projects within unincorporated Orange County. In this position I also prepared the annual Road budget to ensure adequate funding was available for transportation-related projects.

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Grant Anderson, P.E., T.E.

Traffic Division Manager

Project Experience & Responsibilities:

SENIOR CIVIL ENGINEER: 1988 – 2007. County of Orange - Public Works, Santa Ana, California.
July 2005 to April 2007: Traffic Engineering:
Duties included: Supervised the daily activities of one to two Civil Engineers and six to seven Engineering Technicians in the Traffic Operations Section. I was responsible for organizing and planning assignments and establishing schedules for their completion, within a section responsible for the traffic operations and traffic safety of County roadways. My section responsibilities included investigating potential traffic safety issues, preparing minor improvement plans to mitigate safety concerns, establishing speed limits, maintaining existing traffic signals within the County and contract Cities, designing new traffic signals, reviewing traffic control plans for work within the County R/W, prepare traffic control plans for County improvement projects, maintaining records of traffic volumes and accident records.

June 2004 to July 2005: Road - Capital Projects Division:
Duties included: Responsible for managing the design of various public works road improvement projects including the preparation of Scopes of Work, negotiating contracts and overseeing the efforts of private Architect-Engineer firms in the design of road improvements. I provided peer review of various road improvement plans and also reviewed applications for encroachment into County roadways to evaluate potential impacts.

July 1997 to June 2004: Planning and Development Services Department - Traffic Review:
Duties included: Supervised the daily activities of one Civil Engineer and an Engineering Technician Specialist. I organized and planned assignments and then established completion schedules. I managed a section responsible for reviewing development proposals and recommending conditions of approval to mitigate impacts. This section was also responsible for reviewing improvement plans to insure compliance with conditions of approval and County standards.

May 1988 - July 1997: Traffic Engineering:
Duties included: Chief of Traffic Engineering, Development Studies Section. My position included supervising the activities of 5 engineers and 4 technicians in the review and approval of development proposals, site plans and tract maps, preparing development conditions of approval, preparing plans and specification for highway traffic improvements, conducting studies and preparing reports and recommendations to address highway safety and capacity problems, reviewing traffic control plans for work within County R/W, preparing

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Grant Anderson, P.E., T.E.

Traffic Division Manager

Project Experience & Responsibilities:

development conditions of approval, preparing plans and specification for highway traffic improvements, conducting studies and preparing reports and recommendations to address highway safety and capacity problems, reviewing traffic control plans for work within County R/W, preparing traffic control plans for County improvement projects, interpreted and implemented County Policy and Standards related to Traffic Engineering, and provided technical expertise to other County Departments.

CIVIL ENGINEER: 1978 – 1988. County of Orange - Road Design and Traffic Engineering Divisions and California Department of Transportation.
Duties included: ROAD DESIGN - Independently designed and prepared plans, specifications and cost estimates for construction of highway improvement projects. I conducted complex or specialized studies and prepared reports and recommendations related to various highway and flood control problems. I utilized computer technology to aid in solving engineering problems, prepared scope-of-work, administered contracts for engineering services and reviewed plans of consulting engineering firms performing work for the County. I also provided technical expertise and consulted with a variety of agencies and the public. In this position I also provided project leadership and trained lower level staff. TRAFFIC ENGINEERING - I conducted traffic studies of intersection and arterial highway segments to improve traffic flow and/or safety. I designed and prepared estimates and specifications for traffic control devices portion of construction and maintenance projects. I was in charge of investigating citizen and inter-agency complaints and then preparing reports and recommendations related to traffic and transportation problems. I also reviewed and approved various plans submitted by County agencies, cooperative projects and private developers. TRAFFIC OPERATIONS – field investigation, design, cost evaluation. CONSTRUCTION - field inspection of major construction projects, quantity calculations, estimating. SURVEY - instrumentman, chainman, prepare survey notes. PROJECT DEVELOPMENT - prepared plans for a new freeway through major cities, quantity calculations, cost estimating, drafting.

RESUMES & CALIFORNIA LICENSES FOR KEY STAFF

Amir Farahani, P.E., T.E.

Senior Traffic Engineer

Professional Registration:
Professional Civil Engineer, State of California - RCE 54235

Professional Traffic Engineer, State of California - RTE 2363

Education:
1982 - California State University, Los Angeles
BS, Civil Engineering

Project Experience &Responsibilities:
Mr. Farahani has over 29 years of experience in traffic and civil engineering. As Former City Traffic Engineer for the City of Orange (retired) and Senior Traffic Engineer at Kabbara Engineering, Mr. Farahani provides on-call professional traffic engineering services to Kabbara Engineering municipal clients. Mr. Farahani also manages traffic signal engineering design, plan check services and traffic engineering support.

Duties include:
January 15, 2015 - June 2015 City of Orange
City Traffic Engineer-Part Time

November 16, 2007 - December 30, 2014 City of Orange
Manager-Transportation Services/City Traffic Engineer

Plan, manage and oversee the daily functions, operation and activities of Traffic and Transportation Division of the City of Orange, including Traffic Management Center (TMC), traffic signal timing, operation and maintenance, review of residential and commercial developments; and responsible for leading the Traffic Operation and Transportation Planning team.

Manage and participate in the development and implementation of goals, objectives, policies and prioritize for the division; recommend within departmental policy and appropriate service and staffing levels.

Oversee and participate in the development and administration of the operation and capital improvement division annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments

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Attend and participate as City Traffic Engineer at City Council, Commissions, committees and other agency meetings as required. Prepare and present technical information, analysis and recommendations.

Oversee the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluate proposals and recommend project award; administer contracts after award.

Collaborate with other City departments, Police, Fire, Caltrans, OCTA and other outside agencies to plan, implement and complete projects and initiatives to improve traffic safety and mobility around the City.

Amir Farahani, P.E., T.E.

Senior Traffic Engineer

Professional Registration:
Professional Civil Engineer, State of California - RCE 54235

Professional Traffic Engineer, State of California - RTE 2363

Education:
1982 - California State University, Los Angeles
BS, Civil Engineering

Project Experience &Responsibilities:

Identify outside funding sources for City Traffic and Transportation programs; direct or prepare funding applications.

Respond to traffic and transportation related resident and commuters inquiries and requests.

Oversee traffic signal plans preparation and coordination programs; develops and approves traffic engineering standards and policies for the City.

Reviews and analyzes studies, environmental impact reports, proposals, and negotiations with other agencies to secure projects and policies favorable to the City.

Coordinate with neighboring agencies to apply for Regional Traffic Signal Synchronization Programs projects. Actively manage the selected projects and make sure the final project improves the corridor's traffic flow, minimizes delay and capture all associated benefits of the program. In the process of the project implementation, I reviewed the traffic signal plans and made sure it complies with the City's standard traffic signal timing parameters and appropriate equipment; worked closely with OCTA throughout the project including the reimbursement phase of the project. The lists of corridors are: Tustin Street, Chapman Avenue, Katella Avenue, Main Street, Ball Road/Taft Avenue, Lincoln Avenue, The City Drive/State College and Newport Blvd.

Apply funding, oversee plans preparation and manage various modes of transportation projects including bikeways (Class I - off-street bike path, Class II- on-street striped/signed bike lane, Class III - on-street signed bike route and bike lockers).

Mange the City of Orange Residential Neighborhood Traffic Management Program. The program is a method of traffic calming techniques to be used in residential communities to mitigate problems associated with excessive speed and/or "cut through" traffic.

Manage and evaluate the resident's applications for the City's Neighborhood Parking Permit Program. Process them through the City Traffic Commission and ultimately the City Council for final approval/denial. The program is to mitigate the intrusion of college-oriented or other long-term vehicular parking on streets in residential areas to assure that local residents and their guests have convenient parking on streets in proximity to their homes shall be referred to as the Neighborhood Parking Permit Program.

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Amir Farahani, P.E., T.E.
Senior Traffic Engineer

Professional Registration:
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Professional Traffic Engineer, State of California - RTE 2363

Education:
1982 - California State University, Los Angeles
BS, Civil Engineering

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Project Experience &Responsibilities:
January 19, 1987 - November 16, 2007 City of Orange
Senior Civil Engineer (02/05/06), Associate Civil Engineer (01/01/96), Assistant
Civil Engineer (05/06/90), Engineering Tech. II (01/19/87):

Plan, prioritize, assign, supervise, review and participate in the work of staff responsible for providing traffic engineering services within the assigned section.

Develops and prepares construction plans, specifications, and estimates for various in-house design projects including traffic, streets, sewers, and storm drains.

Participate in the selection of engineering staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Review and prepare transportation and traffic engineering studies; prepare requests for proposals; review environmental impact reports; review transportation models.

Performs project management for the design and construction of Capital Improvement Projects for City Departments including Public Works, Community Services, Economic Development and Fire.

Ensures conformance with state, federal, and local standards and procedures in carrying out projects.

Prepares and applies for project funding from federal, state, and utility grant programs including Highway Bridges Rehabilitation and Replacement (HBRR), Arterial Highway Rehabilitation Program (AHRP), Safe Route to Schools (SR2S/SRTS), Highway Safety Improvement Program (HSIP), Transportation Enhancement Activities (TEA), Orange County Sanitation District Cooperative Projects, State-Local Transportation Partnership Program (SLTPP), Community Development Block Grant (CDBG), City Engineers Flood Control Advisory Committee (CEFCAC)

Interacts and communicates with the public, City management and departments, contractors, consultants, and other governmental agencies to resolve issues.

EXHIBIT C

FEE SCHEDULE

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March 4, 2016

City of Costa Mesa
Transportation Services Division
77 Fair Drive, 4th Floor
Costa Mesa, California 92628-1200

Attention: Mr. Raja Sethuraman, Transportation Services Manager

Subject: Proposal for On-Call Traffic Engineering Services 2016

Dear Mr. Sethuraman:

Kabbara Engineering is pleased to offer the requested On-Call Professional Traffic Engineering Services. Attached herewith for your review and consideration is our hourly rate fee proposal for the requested On-Call Professional Traffic Engineering Services as follows:

Description	Hourly Rate ($/hr)
Kabbara Engineering On-Call Traffic Engineering Services	
Grant Anderson, P.E., T.E.	**$ 135.00**
Amir Farahani,PE., T.E.	**$ 120.00**

Thank you for the opportunity to be of service to the City. We look forward to working with you and your staff again this year. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

[redacted]

Leah Kabbara, P.E.
PRINCIPAL ENGINEER

121 NORTH HARWOOD STREET, ORANGE CALIFORNIA 92866-1626
TEL (714) 744-9400 FAX (714) 744-9771
WWW.KABBARA.NET