

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TRANSTECH ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide construction management and inspection services on an as-needed basis, 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" 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 Proposals ("RFP"), attached hereto as Exhibit "A," and incorporated herein by this reference. Consultant shall provide such services as requested by City.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 "B" attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant shall not increase the hourly rates set forth in Exhibit B during the initial one-year term of this Agreement. Consultant's total compensation shall not exceed Forty-Eight Thousand Five Hundred Dollars (\$48,500.00).

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 Manager or designee, 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. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on February 29, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

services under this Agreement unless directed otherwise by the City.

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

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

## **5.0. INSURANCE**

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

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

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

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

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

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

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

Transtech Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710  
Tel: (909) 585-8599  
Attn: Ahmad Ansari

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5633  
Attn: Azita Fakoobayat

### Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | 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 "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur

any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents 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 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.

[Signatures appear on following page.]

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.

CONSULTANT

*Ahmad Ansari*  
Signature

Date: 3/14/19

AHMAD ANSARI  
[Name and Title] *Principal*

[REDACTED]  
or Taxpayer ID Number

CITY OF COSTA MESA

*Tamara Letourneau*  
Tamara Letourneau  
Acting City Manager

Date: 3/26/19

ATTEST:

*Brenda Green 3/27/19*  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

*Kimberly Hall Barlow*  
Kimberly Hall Barlow  
City Attorney

Date: 3/26/19

APPROVED AS TO INSURANCE:

*Ruth Wang*  
Ruth Wang  
Risk Management

Date: 3/19/19

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Azita Fakoorbayat  
Project Manager

Date: 3/19/19

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 3-21-19

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Kelly Telford  
Finance Director

Date: 3/26/19

**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

January 7, 2019

**SUBJECT: REQUEST FOR PROPOSALS (RFP) TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR NEW CONSTRUCTION OF VARIOUS CITY PROJECTS**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional construction management and inspection services, for the next seven months for various upcoming City's new construction projects. The schedule is as follows:

<b>SCHEDULE</b>		<b>DATE</b>
1. Proposal Received by the City	5:00 p.m.	01/22/19
2. Inquiries Deadline	5:00 p.m.	01/11/19
3. City Council Award (Professional Services Agreement)		02/05/19
4. Kick off meeting		02/08/19
5. End of contract		09/08/19

Enclosed is a Request for Proposal to provide professional services for the subject projects. 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.

## **CITY OF COSTA MESA CONTACT PERSON**

The City of Costa Mesa contact person for this project is Azita Fakoorbayat. **All inquiries shall be submitted in writing and via email to [Azita.Fakoorbayat@costamesa.ca.gov](mailto:Azita.Fakoorbayat@costamesa.ca.gov) by 5:00 p.m., on January 11, 2019. Inquiries submitted other than via email will not receive a response.**

## **PROPOSAL SUBMITTAL REQUIREMENTS**

Please deliver three (3) copies of the proposal and two (2) copies of the fee proposal to the City of Costa Mesa, Public Services Department/Engineering, 4th Floor, City Hall, 77 Fair Drive, Costa Mesa, CA 92628, to the attention of Azita Fakoorbayat, Principal Civil Engineer, on or before 5:00 p.m., January 22, 2019. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of actual delivery.

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. All insurance documents must be submitted and approved prior to the award of contract.

Sincerely,

Azita Fakoorbayat  
P.E.  
Principal Engineer

PHONE: (714) 754-5343 FAX: (714) 754-5028 TDD: (714) 754-5244

**REQUEST FOR PROPOSALS (RFP) TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR NEW CONSTRUCTION OF VARIOUS CITY PROJECTS**

**1. INTRODUCTION**

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP) for selection of a Construction Management firm for work related to construction management (One Project Engineer) and inspection services (Two Construction Inspectors) for various City Projects as follows:

- 1) Citywide Street Rehabilitation Project
- 2) Citywide Parkway Maintenance Project
- 3) Jack Hammett Sports Complex Project

The Street Maintenance Program consists of three distinct phases of work that will be conducted on streets throughout the City:

Phase 1: Parkway Maintenance Project – includes localized repair of damaged curb, gutter, sidewalk, cross-gutters, driveways, and ADA ramps.

Phase 2: Street Rehabilitation Project – includes asphalt concrete mill and overlay of the roadway.

Phase 3: Slurry Seal Project – includes application of a surface coating and sealing of the roadway.

The overall scope of the Street Maintenance Program includes the removal and reconstruction of damaged pavement sections, milling and overlaying with new asphalt, reconstruction of damaged parkway including reconstruction of localized sidewalks, curb and gutter, cross gutters, spandrels, curb ramps, driveway approaches, and the application of a Type II slurry seal pavement coating, including the replacement of traffic markings, striping, and traffic control.

Citywide Parkway Maintenance Project areas are Zones 2 & 5

Citywide Street Rehabilitation Project areas are Zones 2 & 5

Zone 2 is the area bounded by Victoria Street to the North, 19<sup>th</sup> Street to the South, Harbor Boulevard to the East and Placentia Avenue to the West.

Zone 5 is the area bounded by Wilson Street to the North, 19<sup>th</sup> Street to the South, Fairview Road to the East, and Harbor boulevard to the West.

Jack Hammett sports Complex is located at 2750 Fairview Road. Jack Hammett Sports Complex is a 14.5 acre park with six lit utility fields, a restroom building, picnic benches, and on-site parking. This park has continued to be popular among local sports teams and is shared locally with residents and youth sports groups. In 2017 Jack Hammett Sports Complex became the official training camp location for the NFL team the Los Angeles Chargers.

The improvements proposed at this site consists of the addition of five new garage type storage structures; additional parking; ADA improvements; a new sign and monument; and a roundabout to ease traffic flow.

The Parkway Maintenance Project is scheduled to begin construction in January of 2019 followed by the Street Rehabilitation Projects in March of 2019 for duration of seven (7) months. Jack Hammett Sports Complex Project design is currently being finalized and construction is expected to begin March of 2019 and be completed by June 2019 for use by the Los Angeles Chargers Training Camp.

This RFP will include professional construction management and inspection services; working closely with City project staff; review of the construction documents and constructability analysis; Prime Contractor prequalification; review and analysis of general contractor bid proposals and project schedules; construction oversight and coordination; and project close-out and post inspections/job walks for the project and related site improvements.

The objective of this RFP is for the City to identify and select a Construction Management firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive construction management and project oversight services for these high profile projects. The selected firm and identified staff shall demonstrate strong construction knowledge and background in construction of municipal public works projects; be capable of providing leadership to the entire design and construction team and be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

## **2 CONTENT OF PROPOSAL**

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

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project indicated as line items with appropriate fee associated to the item provided in the fee schedule and separately.

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

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, 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 members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

**4. FEE PROPOSAL**

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. 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 fee schedule.
- D. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee includes all meetings, reproduction, materials, mailings, and associated project expenses.

**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's 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 the City of Costa Mesa.

## **8. SCOPE OF CONSULTANT SERVICES**

Project Description: This scope of services is to provide the typical construction management, inspection and administration services for Citywide Street Rehabilitation Projects, Parkway Maintenance Project and Jack Hammett Sports Complex Project within construction phase. The following are the typical services and deliverables anticipated for this project.

### **1.0 Pre-Construction Services**

- 1.1 Review. Perform a thorough review of the construction documents and conduct a thorough constructability analysis.
- 1.2 Procedure. Prepare the Construction Management Procedures Manual and provide an overview presentation to the project team for final review/acceptance.
- 1.3 Records. Establish project filing and other record keeping systems.
- 1.4 Pre-Construction Meeting. Schedule, notify appropriate parties, and conduct an initial pre-construction meeting with the Contractor. Prepare and distribute pre-construction minutes to attendees and other parties. The pre-construction meeting shall cover, as a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, requests for clarification, progress payments, change orders, safety issues, emergency response requirements, and other pertinent topics. Provide opportunities to have the Contractor's questions answered. Collect from the Contractor the submittal items required to be submitted at the pre-construction meeting.
- 1.5 Project Baseline Schedule. Conduct project schedule workshop for the Contractor's development of the baseline schedule adhering to the contract schedule specifications. Ensure the timely preparation, analysis and review with the City for acceptance prior to 1st payment.

### **2.0 Correspondence, Reports, and Other Forms of Communication**

- 2.1 Document Standards. Prepare project correspondence and other forms of communication in accordance with industry standard document control and management procedures.
- 2.2 Document/Tracking Control. Manage the receipt, logging, control, tracking, and timely processing of project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process, non-compliance, work to be completed, and other tracking logs as requested.
- 2.3 Records. Maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others

### 3.0 Site Conditions and Progress Visual Documentation

- 3.1 Pre-Construction Video and Photos. Coordinate and review the Contractor's videotape and photos of pre-construction site conditions prior to beginning any construction operation. Confirm existing conditions within the limits of the work in adjacent areas and along access and haul roads. The Contractor's documentation shall clearly depict the pre-existing conditions of public and private improvements, including, but not limited to, street, drainage, utilities, landscaping, and irrigation improvements. Compare Contractor's pre-construction site surveys to the site surveys performed under this scope of work. Note any discrepancies and resolve issues. Describe in memorandum, submitted prior to the beginning of any construction operation, pre-existing damage identified within the limits of work and along access and haul roads. Meet with owners of pre-existing damage to document and confirm existing conditions. Document any damage to public and private improvements incurred during construction operations and meet with owners immediately following discovery of damage to resolve repair requirements and responsibilities.
- 3.2 Progress and Other Photos. Maintain a digital photographic library of significant critical construction scheduled activities. Include grading, relocated /added utilities, foundation and building structure. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Incorporate photographs taken by others into the overall photo documentation record of the project.

### 4.0 Meetings

- 4.1 Weekly and Monthly Construction Meetings. Schedule and conduct construction project meetings with the Contractor and the City. Provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other Contractors, status of change orders, submittals and RFIs, safety issues, OSHA visits and citations, and other topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings and include identified action items. Review the meeting minutes with the Contractor and obtain the Contractor's concurrence with the content. Distribute the minutes to the attendees within five calendar days of the meeting.
- 4.2 Other Meetings. Attend other construction-related meetings as requested by the City.

### 5.0 Shop Drawing and Submittal Reviews

- 5.1 Submittal Reviews. Review each submittal received from the Contractor for conformance with the requirements of the drawings and specifications. Check each submittal against the Contractor's schedule for potential resubmittals that may cause schedule impacts. Coordinate required reviews of submittals with the Design Engineer and the City. Submittals of a general nature are to be reviewed and processed by the Design Engineer. Distribute submittals to appropriate reviewers with dated transmittal letters.

- 5.2 Submittal Log and Status of Submittals. Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals and reviews. Review with the Contractor the status of submittals at the weekly construction meeting using the submittal log and the master submittal list.
- 6.0 Plan and Specification Interpretation and Control
- 6.1 Requests for Information (RFI). Coordinate the RFI log. Review and respond to Contractor RFI. Make every effort to review and provide appropriate response to RFI prior to involving the Design Engineer. Distribute RFI to appropriate staff and coordinate timely response. Review answers and prepare formal response to Contractor within five calendar days of receipt of response, or as needed to meet schedule requirements. Respond in writing to Contractor questions from a reasonable review of the drawings and specifications for clarification items. Record changes in the record specifications and plans.
- 6.2 Requests for Changes in Design. Review and respond to requests for design revisions by the Contractor. Responses to requests for design revisions require prior written approval from the City and/or Design Engineer. Revisions in design may take the form of value engineering (VE) and shall require extensive research, evaluation, and recommendation from the Design Engineer. Provide written recommendations, as required.
- 6.3 Field Orders. Initiate and review field orders and schedule requirements when a change in the work is needed to maintain the design intent. Issue the field order to the Contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record specifications and plans. If required, follow-up with a change order within 14 calendar days of mutual agreement with Contractor on pricing and conditions.
- 6.4 Substitution Requests. Coordinate evaluation of "or-equal" or product substitution requests with the Design Engineer, the City, vendors, manufacturers, and others. Prepare evaluation and recommendation for "or-equal" or product substitution request.
- 6.5 Record Drawings and Specifications. Update continually the plans and specifications as the work progresses. Incorporate modifications and changes from all sources, such as submittals, RFI, VE, field orders, extra work, and change orders. Compare the record drawings and specifications with the Contractor record drawings and specifications monthly.
- 7.0 Construction Management Administration and Special Staffing
- 7.1 Management. Oversee, perform, and coordinate construction management services including a process for on-going risk analysis as required to verify and assure the timely completion of the work. Prepare reports, letters, and memoranda; conduct meetings; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor (City to process through Risk Management); coordinate subconsultants, testing, and

specialty services; review daily inspection notes and identify and resolve nonconforming items; notify the City of significant problems and discrepancies; interpret drawings, specifications, and reference standards; monitor construction activities and schedules; resolve constructability problems; coordinate connections and operations; prepare change orders; review and notify the Contractor of test results; investigate claims; perform inspections; review the Contractor's project record drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and all other duties related to construction management as requested by the City.

- 7.2 Resolution of Day-to-Day Construction Issues. Lead resolution of day-to-day construction issues raised. Coordinate with the City, Design Engineer, and Contractor on technical issues and concerns, as well as interpretation of the design documents. Interface with the Design Engineer for resolution of technical issues, processing of change order requests or design changes to suit actual conditions encountered in the field.
- 7.3 Labor Compliance. Provide labor compliance monitoring services in compliance with the California Department of Industrial Relations.
- 8.0 Project Schedule Updates and Progress Payment Applications
  - 8.1 Monthly Review. Conduct monthly schedule and progress payment meetings with the Contractor and coordinate and update the record drawings at this meeting. The construction progress shall be based on an agreement between the Construction Manager and the Contractor of the physically installed bid item quantities. The result of these meetings shall be the update of the construction schedule and the progress payment estimate. Coordinate the review of the Contractor's monthly progress payment request with City staff and prepare a recommendation stating the proper amount of payment. Use the Schedule of Values and actual quantities installed as a basis for the recommendation.
  - 8.2 Progress Reports. Prepare detailed monthly progress reports to the satisfaction of the City.
- 9.0 Change Control Management
  - 9.1 Identify and Track Changes. Identify and track potential changes to the work and schedule. Prepare, log, and monitor Contractor or City initiated changes to the work, extra work, and change orders.
  - 9.2 Request for Quote (RFQ). Request cost proposals from the Contractor for extra work and negotiate final cost.
  - 9.3 Justification of Extra Work or Change. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives and resolution recommendation for action by the City.
  - 9.4 Prepare Change Orders. Prepare and submit change orders in the City's format to the City for written approval within seven calendar days of the finalization of negotiations.

## 10.0 Claims Management

- 10.1 Identify and Track Claims. Identify, prepare, log, and monitor Contractor potential claims. Report verbal and written claims immediately to the City. Coordinate claims with the City's Project Manager, Risk Manager, and General Counsel Office.
- 10.2 Resolution Alternative. Prepare written explanation of each claim with full background of issues, proposed resolution alternatives, and resolution recommendation for action.
- 10.3 Negotiate and Resolve Claims. Assist and support the City in resolving claims minimizing the impacts and disputes, including written responses to Contractor and private parties, giving depositions, assisting with dispute resolution, arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by Contractor default. Negotiate claims to an agreed conclusion.
- 10.4 Private Party Claims. Investigate claims for damages by private parties and respond in writing within two calendar days of receipt of the claim. Coordinate the written response with the City's Project Manager and Risk Manager.

## 11.0 Quality Assurance

- 11.1 Inspection of the Work. Provide inspections as necessary to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Inspect construction activities, which are identified in the contract documents to be performed at night, weekends, and/or holidays.
- 11.2 Reports. Prepare reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for the delays, and deficiencies, which may impact the schedule. Prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements.
- 11.3 Revisions to Contractor's Methods. Discuss appropriate revisions to the methods and procedures used in performing of the work. Inspectors may not authorize extra work or approve of work that deviates from the contract documents. Any deviations must be authorized through the RFI process.
- 11.4 Deviations in the Work. Advise the City's Project Manager and the Contractor of deviations in the work and document any deviations. Record deviations that are not corrected and immediately deliver a Notice of Non-compliance to the Contractor. Perform necessary follow-up to resolve Notices of Non-Compliance. Include unresolved Notices of Non-Compliance on substantial completion punch lists.

11 .5 Pipeline Shutdowns. Coordinate necessary pipeline shutdowns, with City staff, to complete connections to existing facilities.

12 .0 Geotechnical Engineering and Material Testing Services

12 .1 General Requirements. Schedule sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the American Society for Testing and Materials (ASTM). The standards shall be applicable to the class and nature of the articles or materials under review unless otherwise stipulated in the project specifications, or authorized in writing by the City.

13 .0 Startup, Closeout, and Acceptance Services

13 .1 Operation Testing Plan. The operational testing plan shall be developed in consultation with the City, Design Engineer, Contractor, and all appropriate vendors. Review and recommend the operational testing plan. Coordinate the testing of the equipment and facilities with the City, and assist Contractor's personnel as required during the startup phase.

13 .2 Punch List. Prepare detailed project punch lists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the City and other parties. Provide certification of Contractor's compliance on work items specifically requested by the City. Verify that work, testing, cleanup, and Contractor demobilization are complete.

13 .3 Final Walk-Through. Schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the City.

13 .4 Recommend Acceptance. Recommend acceptance of the work in writing in preparation for issuance of the Certificate of Substantial Completion and/or Notice of Completion.

14 .0 Post Construction

14 .1 Operations and Maintenance Materials. Deliver the Operations and Maintenance Manuals and any spare parts and equipment upon acceptance of the project by the City.

14 .2 Record Drawings Certification. Review and certify that the Contractor's project record drawings are complete and accurate. Provide the drawings to the Design Engineer.

14 .3 Final Payment. Recommend final payment in the form of release of retention to the Contractor in accordance with contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Obtain a Conditional Waiver of Lien from the Contractor prior to recommending final payment. Certify final payrolls as needed.

- 14 .4 As-builts. Provide Contractor's red-lines to the City for as-builts.
- 14 .5 Closing Out Contract. Take the lead in negotiating and closing out the construction contract. Prepare the memorandum to the City recommending acceptance of the project and the Notice of Completion.
- 14 .6 Final Project Records and Documents. These records must be turned over to the City upon completion of the project
- 15 .0 Extended Services (by separate fee request).
- 15 .1 Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicate these services in your proposal.

**9. 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.

**10. RIGHT TO REJECT ALL PROPOSALS**

- E. 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's or otherwise.
- F. The City also reserves the right to award a portion of work or combination, thereof.
- G. 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.

**11. SUMMARY**

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

- Attachment:
- 1. City Standard Agreement
  - 2. Certificate of Insurance Forms

**EXHIBIT B**  
**FEE SCHEDULE**

## FEE SCHEDULE FOR CITY OF COSTA MESA

Below is Transtech's current Standard SCHEDULE OF HOURLY RATES for all staff classifications.

Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.



www.transtech.org  
855.595.2495 (toll-free)

### TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES *Effective through June 30, 2019*

ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING & SAFETY	
Field Technician	\$65	Labor Compliance Analyst	\$120	Permit Technician	\$60
Engineering Technician	\$80	Funds Coordinator	\$120	Building Inspector	\$85
Assistant CAD Drafter	\$95	Utility Coordinator	\$135	Senior Building Inspector	\$95
Senior CAD Drafter	\$115	Office Engineer	\$110	Plans Examiner/Checker	\$120
Associate Designer	\$120	Construction Inspector	\$115	Plan Check Engineer	\$130
Senior Designer	\$130	Senior Construction Inspector	\$130	CASp Plan Checker	\$140
Design Project Manager	\$160	Construction Manager	\$160	Deputy Building Official	\$130
Assistant Engineer	\$100	Resident Engineer	\$160	Building Official	\$140
Staff Engineer	\$125	PUBLIC WORKS INSPECTION		PLANNING	
Associate Civil Engineer	\$125	Public Works Inspector	\$90	Community Development Technician	\$60
Senior Civil Engineer	\$160	Senior Public Works Inspector	\$95	Planning Technician	\$60
Traffic Analyst Technician	\$80	PW Inspection Manager	\$135	Assistant Planner	\$95
Associate Traffic Analyst	\$95	SURVEY AND MAPPING		Associate Planner	\$110
Senior Traffic Analyst	\$130	Survey Analyst	\$115	Senior Planner	\$120
Professional Transportation Planner	\$150	Senior Survey Analyst	\$120	Planning Manager	\$135
Traffic Engineer Technician	\$80	2 Man Survey Crew	\$280	Deputy Director	\$170
Associate Traffic Engineer	\$125	Survey & Mapping Specialist	\$160	Director	\$180
Traffic Engineer	\$140	Licensed Land Surveyor	\$175	ADMINISTRATIVE STAFF	
Senior Traffic Engineer	\$160	FUNDING & GRANT WRITING		Administrative/Clerical	\$60
Project Manager	\$150	Funds Analyst	\$100	Project Accountant	\$75
Senior Project Manager	\$160	Senior Funds Analyst	\$120		
Deputy City Engineer	\$140	Graphic & Rendering Designer	\$110		
Senior City Engineer	\$160	Grant Writer	\$120		
Principal Engineer	\$180	Funds & Grant Project Manager	\$150		

*The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.*

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6805H737478

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 2/12/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you agree in a written contract

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO  
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: 72WEGAA508A

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

Re: All ops of named insured – The City of Costa Mesa

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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**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;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

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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;

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- 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.