

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 4th day of December, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a California Corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform design services for bike trail improvements at Fairview Park, as more fully described in Consultant's Proposal attached as Exhibit "A"; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk 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. As compensation for the provision of services outlined in Exhibit

"A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed One Hundred Sixty Thousand Three Hundred and Eighty Seven Dollars (\$160,387.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixteen (16) months ending on April 4, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period,

Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

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

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

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

5.0. INSURANCE

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

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

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the 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.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Kabbara Engineering
121 North Harwood St.
Orange, CA 92866
Tel: 714-744-9400
Fax: 714-744-9771
Attn: Leah Kabbara, P.E.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5291
Fax: 714-754-5028
Attn: Baltazar Mejia, P.E.

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 or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation



Date: 12-14-12

Mayor of the City of Costa Mesa


Department Director

Date: 12.29.12

CONSULTANT



Date: 12/3/2012

Signature

LEAH KABBARA, PRINCIPAL ENGINEER
Name and Title

33-0716651
Social Security or Taxpayer ID Number

ATTEST:





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

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

Date: 11/26/12

APPROVED AS TO INSURANCE:

[Redacted Signature]

Risk Management

Date: 11/30/12

APPROVED AS TO CONTENT:

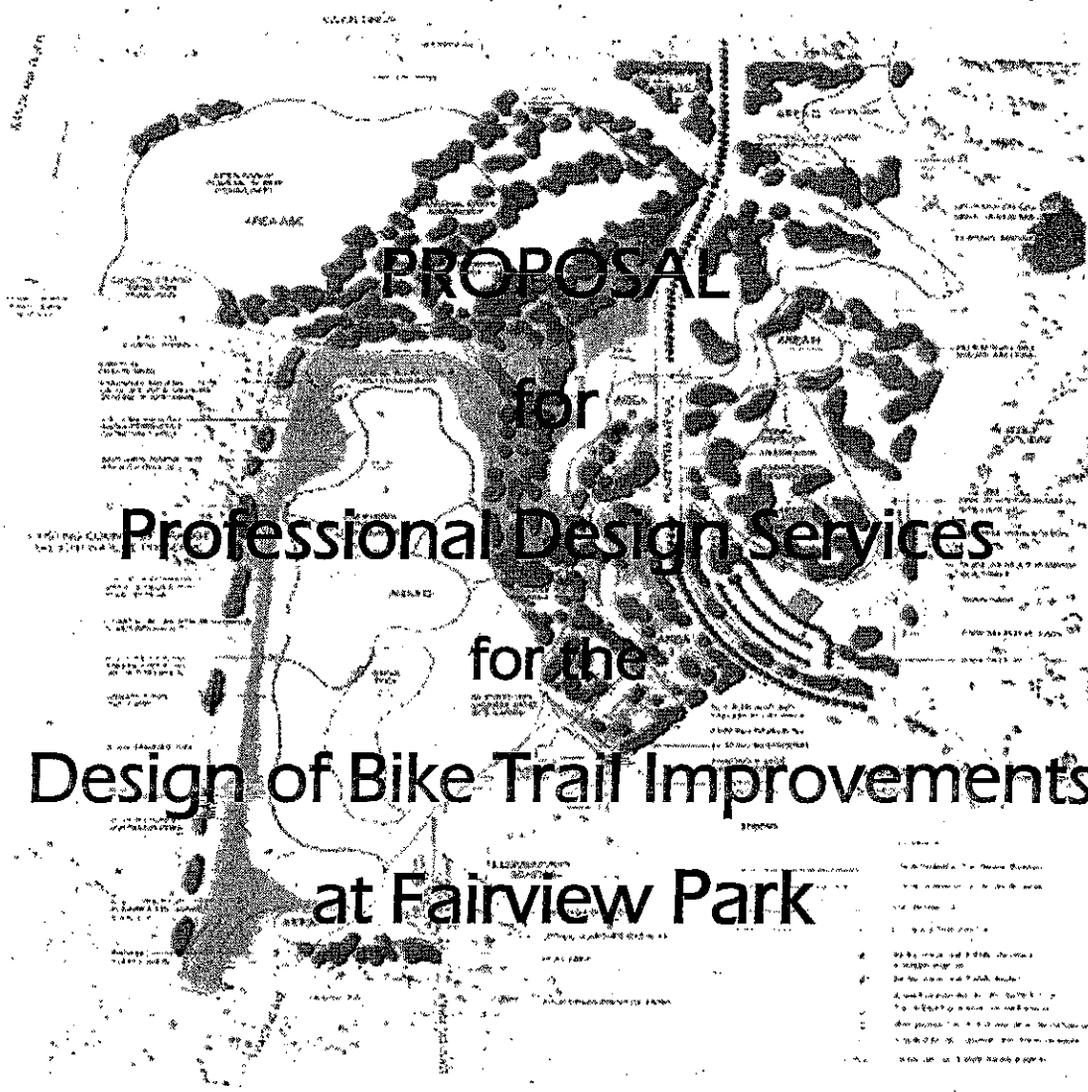
[Redacted Signature]

Project Manager

Date: 12-11-12

EXHIBIT A
CONSULTANT'S PROPOSAL

KABBARA ENGINEERING



PROPOSAL
for
Professional Design Services
for the
Design of Bike Trail Improvements
at Fairview Park

Presented to:

Mr. Baltazar Mejia, P.E.

City of Costa Mesa

Public Services/Engineering

77 Fair Drive, 4th Floor

Costa Mesa, CA 92626

October 25, 2012

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

Attention: Mr. Baltazar Mejia, P.E.

Subject: Proposal to Provide Professional Engineering Services for the Design of Bike Trail Improvements at Fairview Park

Dear Mr. Mejia:

Kabbara Engineering is pleased to submit our proposal to the City of Costa Mesa for Professional Engineering Design Services for the subject bike trail improvements at Fairview Park. We have reviewed existing record plans, maps, documents and reports, and reviewed the project areas, in an effort to fully understand the proposed scope of work required for this project.

Kabbara Engineering has successfully completed the design of several similar park, bike trail and parking lot grading, paving and drainage plans, in recent years, including the recently completed Grijalva Park Extension Project for the City of Orange.

Kabbara Engineering is dedicated to technical excellence and high-quality services. As evidenced by our Experience Profile and by the quality of our references, Kabbara Engineering understands the importance of producing a quality product that proceeds on a predictable schedule, is designed within budget, and experience minimum construction change orders.

The Kabbara Engineering Team will be led by Project Manager, Leah Kabbara, P.E., and Mr. Bill Kabbara will serve as the Project Engineer-in-Charge. We have also included the specialized services of our team of subconsultants, including SCS&T Inc. (Geotechnical), Kobata Associates Inc. (Landscape Architecture), Digital Mapping Inc. (aerial topography), Michael Brandman Associates Inc. (Environmental) and EDS Inc. (Electrical), as required for the project.

Please note that this proposal is valid for a period of 90 days from the date of this letter. Thank you for the opportunity to respond to this RFP. We look forward to working with you on this project. If you have any questions, please contact me at (714) 744-9400, Extension 22, or email at leah@kabbara.net.

Sincerely,

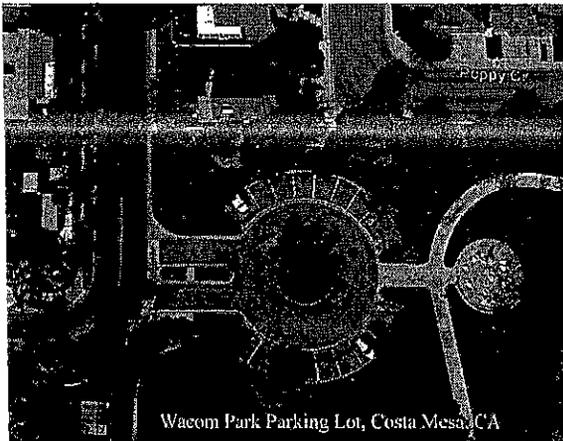
KABBARA ENGINEERING

Leah Kabbara, PE
PRINCIPAL ENGINEER

PROJECT UNDERSTANDING

This project consists of the development of construction plans, specifications and estimates for various improvements in Fairview Park, located at 2525 Placentia Avenue, in the City of Costa Mesa, County of Orange, State of California. The proposed project improvements include the reconstruction of existing asphalt concrete trails, the construction of a bike trail extension between Pacific Avenue and Canyon Drive, the construction of two (2) new parking lots, and rough grading for playground/tot lot area design by another consultant (Landscape Structures), retained directly by the City of Costa Mesa. The proposed trail and other park improvements shall conform to the requirements of the Fairview Park Master Plan, including the following improvements and issues:

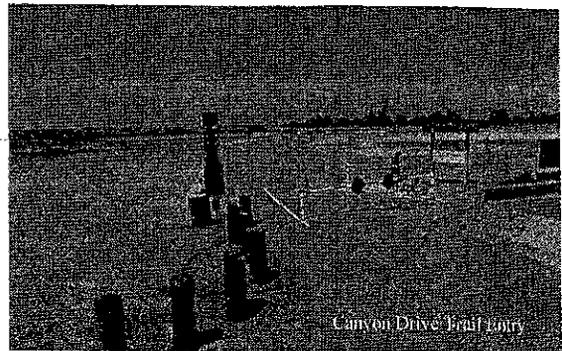
1. The proposed trail construction/reconstruction shall consist of eight (8) foot wide, Class 1, colored concrete paved trails on the upper mesa of Fairview Park and connected down the slope to the Talbert Nature Preserve. **We anticipate that the trail pavement will be constructed in the color "Sombrero Buff" Schofield C-25, which is an integral colored concrete mix, to match existing improved trails within the Park limits. We also anticipate that special surface finishes or scoring in conformance with ADA requirements, may be required on those portions of the trails where steep slopes are encountered, in order to mitigate slipping hazards.** The new bike trail shall be designed to not only handle bicycle and pedestrian traffic, but also maintenance and emergency vehicles.
2. Design of entryway monument signs and improvements, by a professional landscape architect, at trail-heads located on Pacific Avenue, Canyon Drive and Placentia Avenue, as indicated on Exhibit A of the Fairview Park Master Plan.



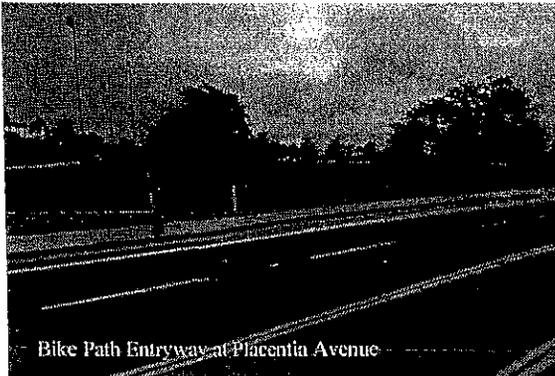
Wacom Park Parking Lot, Costa Mesa, CA

Three (3) preliminary alternative landscape designs, including color renderings suitable for public presentation, will be provided for an enhanced Park entry monument sign and entry landscape at each trail head location at Pacific Avenue, Canyon Drive and Placentia Avenue. **The feasibility of utilizing a parking lot layout, similar to the parking lot at Wacom Park, will be analyzed as a part of this project, for the design of Area F off of Pacific Avenue. Our analysis will include verification of truck turning radii, as required for emergency vehicle access, and provisions for handicap parking per City and ADA access requirements.**

The proposed improvement and enhancement of the trail entry location on the dead end of Canyon Drive, offers the opportunity to improve and redirect drainage in the area to the two (2) existing Vernal Pools located to the east and west of this trail entry location.



Canyon Drive Trail Entry

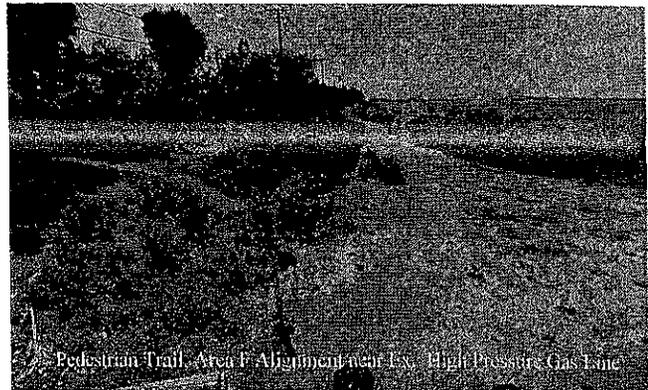


Bike Path Entryway at Placentia Avenue

Design of entryway monument signs and improvements will also be provided at the proposed bike path entry off of Placentia Avenue, at the southeasterly corner of the Park's project limits. Special consideration will be given to the safety and line of sight visibility of pedestrian and bicycle traffic transitions to and from the public right-of-way adjacent to the vehicular travel way, at this location.

3. Incorporating the existing parking lot design for planning Area E into the bid set. We anticipate that the existing parking lot layout for Area E, provided by the City in digital format, will be incorporated into the project bid set for construction purposes. Grading, drainage, signing and striping details will be provided for this new parking lot in conformance with the As-built field survey to verify joint conditions. Since the original design of this parking lot was prepared in 2005, all ADA paths of travel and, handicap parking stalls will be analyzed for compliance with current updated ADA and State Title 24 requirements. Green design techniques, including but not limited to the use of permeable pavements, bio-swales, and infiltration planters, will be analyzed and incorporated wherever possible to minimize the impacts of the developed flows on the proposed storm drain system and downstream receiving waters.

4. Design of a pedestrian trail in Area F to connect the play area to the bike trail at Pacific Avenue and Canyon Drive. Special consideration will be given to the location and alignment of the existing high pressure gas line and overhead power lines on the south end of the Park between Pacific Avenue and Canyon Drive, which will be critical to the preliminary design and alignment of any proposed improvements, including pedestrian trails, entryway signage footings, storm drain alignment, and playground location.

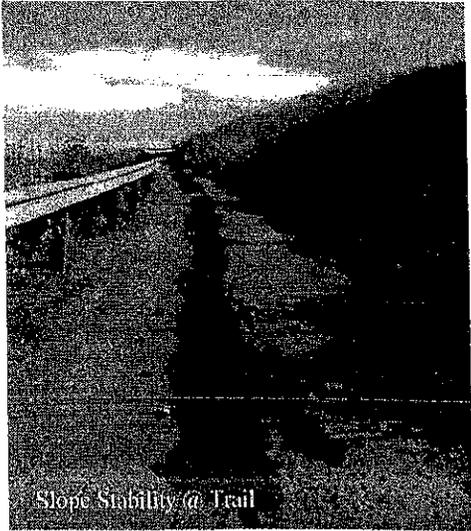


Ex. Pedestrian Trail, Area F Alignment near Ex. High Pressure Gas Line

5. Precise grading design as required to correct existing drainage deficiencies at various locations within the project area as identified in the RFP. Existing low spots and areas rutted out by trapped and concentrated flows will be corrected by corrective grading, wherever possible, or by the installation of an area drain system coordinated with the proposed storm drain system, as needed.

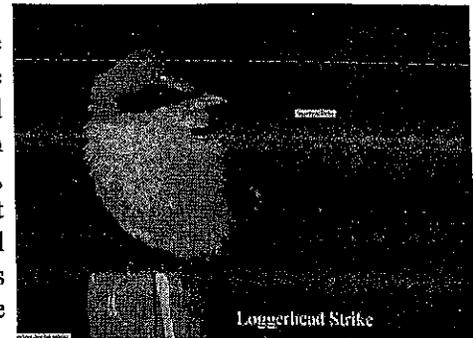


Ex. Drainage Deficiency - Rutting

6. Precise grading design will be based on geotechnical field investigation and report recommendations, by SCS&T Inc. (Subconsultants), as required for subgrade preparation, pavement structural section design for the bike path and parking lots, soil infiltration rates, liquefaction mitigation (if required), and slope stabilization recommendations at the bike trail location identified on Exhibit A of the RFP. **We understand the slope has experienced surficial failures and erosion. This is typical of slopes with inclination greater than 2:1(horizontal:vertical) with poor drainage. Designs to reduce the potential for future failure will most likely include improved drainage and means to strengthen surficial soil. SCS&T has provided geotechnical engineering support for a number of similar projects throughout Southern California. These projects included the design and construction observation of reinforced slopes, cellular confinement systems, mechanically stabilized earth walls and geo-structural solutions. We expect the design of a reinforced slope or the installation of a cellular confinement system will be the most economical solution.**
- 
7. Coordination with the proposed storm drain improvements by Kabbara Engineering (under separate contract) for the site which is proposed to be partially located within the new bike trail alignment and extends from Area F to the newly constructed wetland ponds at the north end of Fairview Park, adjacent to Fairview Channel. **If selected, Kabbara Engineering will commit the same project team to the design of this bike trail improvement project, which will ensure that the proposed storm drain, bike trail alignment, grading and drainage operation will be performed in a seamless and cost efficient manner, that will minimize the impacts on the existing park improvements and surrounding native planting and habitats, while still providing the required stub-outs or area drain connections necessary for the bike trail project.** We understand however, that due to funding constraints, the storm drain and bike path projects must remain separate for bidding and construction purposes, and the construction schedules for each project will be considered during the design, bidding and construction phase of each project.
8. The construction budget for this project is partially funded by a Congestion Mitigation and Air Quality (CMAQ) grant, which is administered by Caltrans and is part of the Bicycle Corridor Improvement Program (BCIP) 2012 Program of Projects, and City funds. Therefore the design must comply with all federal and state requirements. To utilize federal-aid funds on this project, AKAL Consultants (subconsultants) will follow the Federal and State funding guidelines for this project including obtaining approval of environmental NEPA documentation and E76 fund obligation. Plans, Specification and Estimate (PS&E) and contract documents will also need to comply with federal funding guidelines. City can advertise the project for construction work only after obtaining approval of the E76 from Caltrans and FHWA for the construction phase. We do not anticipate that encroachment permits from other agencies, such as the County of Orange, will be required, since we expect all work to be performed within the City's limits of Fairview Park. However, preparation and processing of encroachment permits with the County is available as an Optional Service, if required for work on Talbert Park (County R/W).

9. Per the requirements of Addendum #1 to this RFP, issued on October 17, 2012, a 20 scale design survey and topographic base map is required for this project. **Since Fairview Park has undergone significant improvements and weathered since the original survey was completed in 2000, and updated by localized field survey in 2005, it will be critical to perform a field survey to as-built existing conditions within the area of the proposed trail alignment, parking lots and playground areas.** It will also be important to obtain spot elevations at critical join points, as required to mitigate and repair existing drainage deficiencies and to join new hardscape improvements to existing improvements such as existing trail, sidewalk, and parking lot pavement, curb and/or gutter. It should also be noted that the City intends to utilize this project's field and aerial topographic survey and base map for the Fairview Park storm drain project.

10. Based upon our review of the RFP, Google Maps and the Cultural Resources and Biological reports provided by the City, it appears that the improvements envisioned avoid sensitive areas and/or are in areas that have been previously disturbed by past activities. For example, nearly all of the trails that would be subject of this project are already developed or currently exist as dirt trails, and most of the trail improvements can be described as minimal in nature and are anticipated to require little grading.



Our understanding is that the City would like the improvements/actions as noted to be completed under a Categorical Exemption (CE) and Categorical Exclusion (CE) under NEPA, and based, on our preliminary review of available information, this would appear to be a promising approach. If during our analysis, it is determined that an Initial Study(IS)/Environmental assessment (EA) and/or technical studies are required to satisfy CEQA and NEPA, they will be provided under separate authorization.

We anticipate that the environmental review for this Project would fall under the requirements for a Categorical Exemption/Categorical Exclusion (CE) for both CEQA and NEPA. MBA will, in accordance with Caltrans requirements and procedures, perform a Field Review and prepare a Preliminary Environmental Study (PES). Assuming that, based on the PES, Caltrans agrees that the project should be processed as such, MBA would prepare and process a CE.

Environmental documentation for this project is anticipated to include preparation of a Preliminary Environmental Study (PES) Form, Exhibit 6A of the Caltrans Local Assistance Procedures Manual (LAPM), in conformance with NEPA standards and specifications. Michael Brandman Associates (MBA)(subconsultants) will complete the PES and will utilize the existing Biological and Archeological technical studies to support the PES, as required for Caltrans review and approval.

11. Bike and pedestrian trail and parking lot lighting is not anticipated for this project. However, the possibility of including accent solar or conventional lighting at entry monuments and up-lighting of accent trees and/or special planting at park entries, will be analyzed during the preliminary design phase of this project. Electrical design for providing power to any proposed park improvements is available as an Optional service, if required by the City.

SCOPE OF WORK

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

A. Project Analysis and Review

1. Organize and attend 6 progress meetings with City staff for design review and coordination purposes. Includes one Kick-off Meeting with the City, where the scope of work, design criteria, project goals and objectives, and the project schedule will be reviewed and approved. Includes preparation of meeting minutes within 1 week of meeting.
2. Compile and review all available documents provided by the City of Costa Mesa, obtain and review all necessary documents and maps (as required) from the County of Orange.

B. Utility Investigation & Coordination

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

C. Design Survey

1. Perform field survey to set aerial targets (approximately 8 targets). Locate and identify horizontal and vertical control used (Orange County benchmark). Perform aerial topography by Digital Mapping, Inc. (subconsultant). Provide 20 scale (0.5' C.I.) digital aerial topographic map for Fairview Park within the project limits per Addendum #1.
2. Perform field survey to supplement the aerial topographic survey, and to identify existing site specific topographic features, elevations, and improvements, including cross sections of the existing and proposed trail and storm drain alignments, failed slope area at proposed bike trail extension (top and toe of slopes), elevations of top of curb, gutter flowline, lip of gutter, EG, and EP at parking lot and trail join locations as required for design purposes. Includes field review of project to identify special conditions and conflicts. Locate and identify horizontal and vertical control used (Orange County benchmark).

3. Prepare topographic base map for the project area at 20 scale, using computer aided drafting (AutoCAD 2012) and the results of the field and aerial topographic data. Plot existing utilities, property lines, rights-of-way, easements, topographic features required for design purposes, etc. at (H) 1"=20', plan view only. Topographic map will be utilized for storm, trail and parking lot design purposes, as requested by the City.

D. Geotechnical Investigation (by SCS&T Inc.-subconsultant)

SCS&T proposes to explore subsurface conditions by drilling 2 test borings to a depth of 70 feet and 2 test borings to a depth of 10 feet or refusal, whichever is less. An SCS&T engineer or geologist will log the test borings and obtain samples for examination and laboratory testing. The laboratory program will include maximum density and optimum moisture content tests, grain size distribution, and shear strength tests.

The results of the field and laboratory test programs will be evaluated to develop conclusions and recommendations regarding:

1. Subsurface soil conditions beneath the site;
2. Site preparation
3. Surficial and global stability;
4. Slope repair alternatives including:
 - a. Geo-structural components such as soil nails;
 - b. Reinforced earth;
 - c. Cellular confinement systems;
 - d. Retaining walls; and
 - e. Grading
5. Flexible pavement sections.

Results of the investigation will be summarized in a written report complete with field and laboratory data. Four copies of the report will be submitted.

F. Environmental Compliance & Federal Funding Compliance

1. **Environmental Compliance (by Michael Brandman Associates Inc. - subconsultants):**

We anticipate that the environmental review for this Project would fall under the requirements for a Categorical Exemption/Categorical Exclusion (CE) for both CEQA and NEPA. Michael Brandman Associates Inc. (MBA) (subconsultants) will, in accordance with Caltrans requirements and procedures, perform a Field Review and prepare a Preliminary Environmental Study (PES). Assuming that, based on the PES, Caltrans agrees that the project should be processed as such, MBA would prepare and process a CE. MBA's scope of work includes the following:

Task 1: Project Initiation

The MBA Team will attend one (1) initial project kickoff meeting with the Client and the City of Costa Mesa and others as designated by the City. The meeting will be used to introduce the team, conduct a site visit, and discuss key issues related to the project and to establish a communication protocol. Prior to the kick-off meeting, the MBA Team will review existing documentation relating to the project.

Task 2: Prepare Preliminary Environmental Study (PES)

In accordance with the requirements and procedures of the Caltrans Local Assistance Procedures Manual (Chapter 6), MBA will prepare the PES. This task will include the preparation of a project description based on the preliminary design and other information developed under Task 1. In addition, information collected during the site visit will be incorporated into the PES as appropriate. Once the draft of the PES is completed it will be submitted to the City for review and approval. Following sign-off by the City, it will be submitted to Caltrans for review and approval. The budget for this task assumes that there will be two rounds of review/revisions with Caltrans.

Due to the minimal impacts of the project, it is not anticipated that additional technical studies will be required by Caltrans. However, if additional technical studies are required, separate authorization would be needed for the preparation of such studies. We anticipate that the preparation of the draft PES as well as the Cultural Resources Record Search referenced in Task 2 will take approximately one month to complete once the preliminary design has been completed, and that it will take Caltrans approximately three months to finish their review.

Task 3: Prepare CE

MBA will, in conjunction with the preparation of the PES and in accordance with Caltrans requirements and utilizing Caltrans forms, prepare a joint CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE). Caltrans has been delegated to approve NEPA Categorical Exclusions by the FHWA (SAFETEA-LU DEMO) through CALTRANS, Federal Project No. PLHDL06-5282 (032) and HPLUL-5282 (033). Once Caltrans has approved the Project, MBA will prepare and file the CEQA Notice of Exemption with the State Clearinghouse on behalf of the City.

Task 4: Meetings and Coordination

MBA will attend up to one (1) meeting (not including the Project Initiation meeting) with City staff and/or Caltrans to coordinate preparation of the PES and the CE. Attendance at additional meetings will be billed on a time and materials basis according to our hourly rates as presented in our budget, plus out-of-pocket expenses. This task also includes budget for general coordination and management of the Project. MBA has allocated a total of twelve (12) hours for this task. If additional hours are required, they will be provided under separate authorization.

2. **Federal Funding/Caltrans Compliance:**

Task 1. Establish Project UDDBE Goal:

Review project engineer's estimate for construction contract items and establish DBE goal for the project utilizing Caltrans Local Assistance Procedures Manual (LAPM) DBE goal calculation methodology.

Task 2. E76 Fund Obligation Package:

- " Review project file including approved grant application for project funding information.
- " Review completed PS&E package (prepared by City's Design Consultant) contract language for compliance with project funding federal-aid guidelines.
- " Coordinate preparation of project engineer's utility certification by the City's Design Consultant.
- " Prepare E76 fund obligation package as per project funding guidelines and in accordance with Caltrans' LAPM including right of way certification. Caltrans LAPM exhibits for the E76 package will include the following Exhibits:
 - o Exhibit 3-D "Request for Authorization to Proceed With Construction"
 - o Exhibit 3-E "Request for Authorization to Proceed Data Sheet(s)"
 - o Exhibit 3-L "Project prefixes"
 - o Exhibit 3-O "Finance Letter"
 - o Exhibit 4-A "Local Agency Agreement Checklist"
 - o Exhibit 7-B "Field Review Form"
 - o Exhibit 7-C "Roadway Data"
 - o Exhibit 7-G "Attendance Roster"
 - o Exhibit 12-C "PS&E Certification"
 - o Exhibit 12-D "PS&E Checklist"
 - o Exhibit 13-Short Form "Right-of-Way Certification" (where no new Right-of-Way or easements are required)
 - o Exhibit 15-A, "Local Agency Construction Contract Administration Checklist"
 - o Attachments: FTIP sheet, Engineer's Estimate, NEPA Documentation, Permits (if any), PS&E Package.
- " Collect needed paperwork from project files, or other consultants who performed the work (NEPA & CEQA approval documents, PS&E package, contract documents etc.) on this project.
- " Explain the E76 package details to the City personnel as requested.
- " Coordinate review and approval of obligation of project grant funds with Caltrans Local Assistance Unit as required.
- " Provide responses to grant agency review comments, if any.

G. Construction Documents

1. Prepare 1 set of precise grading , paving and drainage improvement plans for the

proposed bike and pedestrian trails, parking lots, tot lot/playground, slope stabilization and local area drainage, at a scale of 1"=20' (H) per the requirements of Addendum #1, plan view only. The plans shall include title sheet, general note sheet, plan sheets, typical cross sections, and miscellaneous construction details as required. Includes construction notes, bid item numbers, typical sections, and miscellaneous details, as required.

2. **Landscape Design (by Kobata Associates Inc.- subconsultants):**
 - a. Site reconnaissance to verify existing conditions to ascertain scope and extent of landscape modifications due to park improvements.
 - b. Prepare three (3) alternative monument signs and improvements at trail heads at Placentia Avenue, Pacific Avenue and Canyon Drive. Includes structural design details as required for construction purposes.
 - c. Prepare preliminary design of play area.
 - d. Prepare preliminary statement of probable cost based on preliminary landscape plan.
 - e. Review preliminary landscape plan with City Staff and revise as required.
 - f. Upon approval of preliminary landscape design phase, prepare Landscape Construction drawings to consist of Construction/Dimension Plan, Planting Plan, Irrigation Plan and Landscape Details for Monument Entry Area, Play Area and Parking Lots.
3. Prepare preliminary electrical improvement plans by **EDS Inc. (subconsultants)** for proposed landscape lighting /up-lighting and electrical service connections for proposed irrigation equipment. Includes coordination with SCE for electrical point of connection and outdoor Title 24 calculation to comply with the California State Energy Efficiency Compliance. Includes panel schedules, details, diagrams, notes and legends.
4. Prepare one set of preliminary specifications in City of Costa Mesa format, including all City required attachments and bid proposal.
5. Prepare Preliminary Opinion of Probable Cost for the Project, using Microsoft Excel.
6. **Submit 5 sets of prints of 70% Improvement Plans, Specifications & Cost Estimates, to City for review and comments.**
7. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, plan sheets.
8. Prepare Final Specifications and Final Opinions of Probable Construction Cost.
9. **Submit 5 sets of prints of 100% Improvement Plans, Specifications & Cost Estimates, to City for review and comments.**
10. **Prepare & Submit two copies to City of Resident Engineer's File for the project, including quantity calculations, cost estimates, utility notification log, and copies of all correspondence related to the project as required by the City.**
11. **Revise and Submit Final Improvement Plans, Specifications and Cost Estimate for the project, to the City, on 22"x34" Mylar and in digital format on flash drive using AutoCAD 2010, for final approval. Specifications and estimates shall be submitted in hard copy and on flash drive using Microsoft Word and Excel 2000.**

H. Storm Water Pollution Prevention Plan (SWPPP)

Prepare 1 SWPPP for the project in conformance with City, County and NPDES requirements.

OPTIONAL SERVICES (available upon request):

Michael Brandman Associates (MBA) will perform the following environmental services, if requested by the City. This scope and fee is a contingency in case, upon submittal of the PES form, CALTRANS determines that an EA/FONSI will need to be prepared instead of a Categorical Exclusion, and/or they require that updated Cultural Resources and Biological Resources evaluations be prepared. The following contingency proposal provides a scope and estimated fee. Please note that, as it is very difficult to know in advance what the requirements and concerns CALTRANS may have under a contingency scenario, associated fees should be considered as "order of magnitude" and are provided for general budgeting purposes. In the event that a contingency scenario does come to fruition, a more precise and condition-specific scope and fee proposal would be provided by MBA.

Scope of Work

We anticipate that the determination to require any of the contingencies outlined below will be made by Caltrans following their review of the PES. Please note that the estimated fees identified below should be considered wholly in addition to the fees in the original proposal.

Task 1: Draft EA/FONSI

MBA will prepare a draft EA/FONSI in accordance with Caltrans requirements for City review. MBA will revise the Administrative Draft documents based on the comments received and submit a revised document for City review. After MBA receives authorization from the City, MBA will submit the EA to Caltrans for their review.

Task 2: Final EA/FONSI, and Notices

Following Caltrans review, MBA will incorporate Caltrans comments on, and suggested revisions to, the EA and FONSI. MBA will submit a "proof check" EA and FONSI for final review. MBA assumes that approximately 40 copies of the Final EA/FONSI would be required. At a minimum, according to 40 CFR, Section 1506.6(b), the EA must be made available to the public on request. MBA assumes that approximately 40 copies of the Draft MND/FONSI would be required. MBA will provide additional copies at current MBA rates and postage billed to the City. In addition, MBA will draft the NOA for publication in the Federal Register.

Task 3: Meetings, Project Management and Coordination

The MBA team will provide status updates, meeting agendas and attend meetings as needed throughout the project lifecycle. Budget allocation for this task assumes there will be a need for close and substantial coordination among the City, project team members and Caltrans, once it is determined that an EA/Fonsi is needed.

Task 4: Cultural Resources Report

The scope for a cultural report is outlined below. Caltrans District staff may require that the proposed project be analyzed following Caltrans cultural resource environmental compliance guidelines, which would require submission of an HPSR/ASR package to Caltrans for SHPO concurrence. The documents discussed below will be formatted and written following Caltrans' State Environmental Reference manual (SER). We anticipate that all documents sent to Caltrans for review will require one (1) revision and resubmission before they can be finalized. Once Caltrans gives MBA staff permission to release these documents to the City, MBA can do so, but not before

Development of APE

As defined in 36CFR §800.16(d), an APE is "the geographical area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." Setting an APE is a prospective activity and the known or suspected presence or absence of actual historic properties is irrelevant at this stage. Once the APE is developed, it must be sent to Caltrans for review and approval. Once approved, the fieldwork can begin.

ASR

Caltrans uses the Archaeological Survey Report (ASR) to present results of identification efforts conducted for a project. It documents both positive and negative archaeological survey results; it does not evaluate sites. The ASR demonstrates that Caltrans has made a reasonable level of effort to identify archaeological properties, commensurate with the scale and scope of the undertaking. Accordingly, the level of detail included in the ASR is highly variable. A small project with no sites may result in a three-page document while a long linear project through several ethnographic areas with sites may be a 50-page document (or longer). Given background information provided to the City of Costa Mesa, it is possible that a site will be encountered during the survey. If this is the case, the site should be avoided by construction, or, further research may be required. Finally, if we encounter a historic archaeological site or a historic structure more than 50 years old, and HRER must be prepared.

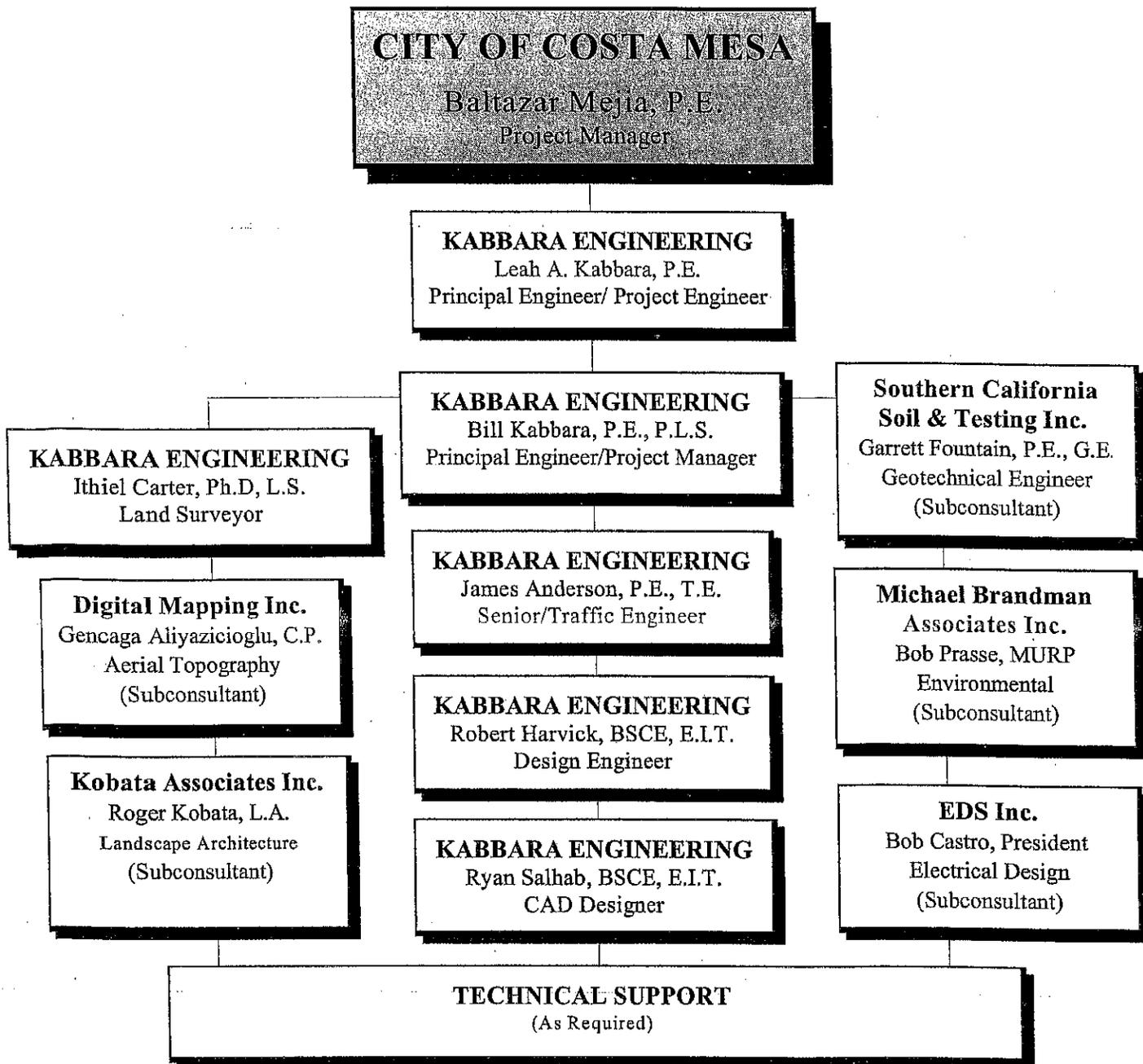
HPSR

The HPSR is a summary document for reporting the scope of identification efforts and evaluation of cultural resources with the supporting technical reports containing the detailed analyses appended to it. For Caltrans projects the archaeological survey report (ASR) and occasionally the Extended Phase I Report, serve as the supporting technical reports for prehistoric archaeological resources. The HSPR is a pre-formatted document, and finalized construction engineering plans must accompany the document. Depth of impact is a key element in project design.

Task 5: Biological Resources Letter Report

LSA had originally prepared a comprehensive and survey of Fairview Park approximately 6 years ago. If updated information is required by CALTRANS, MBA would review the 6 year old LSA report and conduct a field review of all areas of the park potentially affected by the proposed improvements. MBA Biological Resources staff would conduct a field review to examine conditions to determine if they have changed over time. Of critical importance would be the comparison of the condition of the vernal pools and their sizes and changes through time and the potential for runoff changes. Assuming that conditions identified through the field review indicate that conditions haven't changed from those documented by LSA, and the design of improvements does not impact sensitive areas beyond what appear to be existing trails locations. A letter report documenting our findings and recommendations will be provided in accordance with Caltrans requirements. Please note that if Caltrans requires a complete new comprehensive surveys and report due to the time that has elapsed since the preparation of LSA's report, separate authorization would required and costs would likely be substantially greater than those identified in this scope of work.

ORGANIZATION CHART



RESUMES

KABBARA ENGINEERING

LEAH KABBARA, P.E., Principal Engineer/Project Manager, Kabbara Engineering

Bachelor of Science, Civil Engineering - 1983, University of California, Irvine

Professional Civil Engineer - California - RCE 41879

Ms. Kabbara, Project Engineer for Kabbara Engineering, has more than twenty-seven years of experience in the design of public works, redevelopment, sewer, water and drainage projects. As Project Manager, Ms. Kabbara is responsible for the quality assurance reviews, scheduling, manpower, and for maintaining a high level of communication with clients and staff. Ms. Kabbara has been responsible for the design and management of numerous alley and other public works projects including LEED certified park improvements, Green street design, pavement rehabilitation, storm drain, flood control, master plans of drainage, inundation studies, sewer, water, and institutional projects. Ms. Kabbara most recently served as Project Manager for the Walnut Avenue Drainage Improvements for the City of Costa Mesa, the Orange Park Acres Storm Drain (South Reach) and the Prado Basin Inundation Study for the County of Orange, the Park Avenue Storm Drain Improvements for the City of Laguna Beach, and the Foothill Boulevard Storm Drain and San Antonio Channel Widening Improvements for the City of Upland.

BILL KABBARA, P.E., Principal Engineer/Project Engineer, Kabbara Engineering

Bachelor of Science, Civil Engineering - 1982, University of California, Irvine

Bachelor of Science, Biological Sciences - 1982, University of California, Irvine

Master of Science, Civil Engineering - 1985, California State University, Long Beach

Professional Civil Engineer - California - RCE 40812

Professional Land Surveyor - California - LS 6624

Mr. Kabbara has over twenty-eight years of professional engineering experience, with a specialization in public works projects. Mr. Kabbara has been the Project Engineer in charge of preparing numerous Alley and Street Rehabilitation, storm drain, streetscape and pavement rehabilitation plans, specifications and estimates, and has conducted numerous special evaluations and studies specifically for the City of Costa Mesa, and various other cities in the Southern California area. As Project Engineer, Mr. Kabbara will act as the central design figure in the work. He has performed work for both public agencies and private developers. Mr. Kabbara recently served as Project Engineer for the City of Costa Mesa's Walnut Street Drainage Improvements, the County of Orange's Orange Park Acres Storm Drain (South Reach), and for improvement/lining of Santiago Creek and the Taft Avenue & Glassell Street Master Plan Storm Drain Improvements for the City of Orange. Mr. Kabbara's also has most recent experience includes serving as project engineer for design of the Marquita, Palizada and Cabrillo Storm Drain and Detention Basin projects for the City of San Clemente, the Brand Boulevard M.T.D. Storm Drain Improvements for the City of Glendale, and the Hidden Crest Drainage Improvements for the City of Laguna Niguel.

JAMES ANDERSON, P.E., T.E., Senior Traffic Engineer, Kabbara Engineering

Bachelor of Science, Civil Engineering - 1969, California State University, San Diego

Professional Civil Engineer - California - RCE 22863

Professional Traffic Engineer - California - RTE 127

Mr. Anderson has over 20 years experience in the preparation of plans for many traffic engineering projects. He has also been responsible for the preparation of numerous studies and reports, covering a

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

DR. ITHIEL CARTER, PhD., L.S., Land Surveyor, Kabbara Engineering
 Bachelor of Science, Mathematics - University of California, Santa Barbara
 Master of Science, Mathematics - University of California, Santa Barbara
 Doctorate, Mathematics - University of California, Santa Barbara
 Professional Land Surveyor - California - LS 6759

Dr. Carter has over twenty-five years of professional land surveying experience, which includes extensive experience in control and topographic surveying, data collection and reduction, profiling and cross sections, construction staking, right-of-way mapping, legal descriptions and exhibits, and boundary analysis. Dr. Carter is responsible for field survey and mapping coordination, review and approval of survey field work, managing and scheduling crews and coordination with the project engineer to ensure timely, thorough and accurate survey control and data for all phases of survey work.

ROBERT HARVICK, E.I.T., Design Engineer, Kabbara Engineering
 B.S., Civil Engineering – 1998, California State University, Fullerton
 EIT – California – XE 105468

Mr. Harvick has over ten-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Harvick's recent experience includes computer-aided design and drafting for the Design of Three Alleys (75, 76 & 116) for the City of Costa Mesa, and for the Olive Heights Alley Improvement Project for O.C. Public Works; Mr. Harvick also provided AutoCAD drafting and design capabilities for the numerous storm drain projects for the Cities of San Clemente, City of Upland, City of Downey, City of Burbank, and City of Laguna Beach, within the last 5 years.

RYAN SALHAB, E.I.T., CAD Design Engineer, Kabbara Engineering
 B.S., Civil Engineering – 2011 (with Honors), University of California, Los Angeles
 EIT – California – XE 141810

Mr. Salhab has over two-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Salhab's recent experience includes computer-aided design and drafting for the Design of the Olive Heights Alley Improvement Project for O.C. Public Works; Mr. Salhab also provided AutoCAD drafting and design capabilities for the Foothill Boulevard Storm Drain improvements for the City of Upland, within the last 2 years.

SUBCONSULTANT

GARRETT FOUNTAIN, P.E., G.E., *Geotechnical Engineer*, Southern California Soil & Testing Inc.

Bachelor of Science, Civil Engineering- University of Arizona
 Registered Civil Engineer, California - R.C.E. 63885
 Registered Geotechnical Engineer, California-G.E. 2752

As Principal geotechnical engineer and project manager for Southern California Soil and Testing, Inc., Mr. Fountain is responsible for the management of geotechnical engineering studies and investigations for many types of infrastructure and transportation projects throughout Southern California. Mr. Fountain has over 16 years of professional experience and his projects have involved extensive pavement rehabilitation projects, bridges, buildings, water and wastewater treatment facilities, and numerous municipal and private street improvement projects. Mr. Fountain is familiar with the geotechnical engineering aspects of trenching, shoring, bedding and backfill for storm drains as well as the Standard Specifications for Public Works Construction as related to these facilities. Mr. Fountain has provided geotechnical and pavement design for numerous storm drain, water, and street rehabilitation projects as a part of the Kabbara Engineering team for over 10 years.

GENCAGA ALIYAZICIOGLU, C.P., *Aerial Photogrammetrist*, DIGITAL MAPPING INC. (Optional - Subconsultants)

Bachelor of Science, Mechanical Engineering - Ohio State University, Ohio
 Bachelor of Science, Photogrammetric Engineering - Ohio State University, Ohio
 Certified Photogrammetrist - CP 969

Mr. Aliyazicioglu, C.E.O. of Digital Mapping Inc., has over 25 years of professional experience and knowledge in the mapping industry as well as in international, national geodetic, cadastral, photogrammetric mapping and digital data base mapping surveys. Mr. Aliyazicioglu established Digital Mapping Inc. in 1987, and his company is one of few companies with 100% analytically mapping capability, including analytically produced orthophotos. DMI maintains a staff of photogrammetric engineers, surveyors and computer experts in the development of graphic and non-graphical data base mapping. DMI currently operates the most advanced functional equipment in photogrammetric mapping. Mr. Aliyazicioglu will be responsible for preparation of the aerial photogrammetry and aerial topographic map in digital format for projects.

BOB PRASSE, MURP, *Branch Manager/Project Manager*, Michael Brandman Associates Inc.
 Master of Arts, Urban and Regional Planning, University of Southern California
 Bachelor of Arts, Public Affairs, University of Southern California

Mr. Prasse brings more than 28 years of diverse and challenging work experience as an environmental/urban planner. His varied background includes working as both an employee and consultant for small to large public jurisdictions, a regional planning agency, and a private developer, The Lewis Group of Companies. His broad experience includes project management for: EIRs and other environmental documents; Specific Plans and planned developments; other planning and infrastructure studies; impact fee studies; preparation of land use ordinances; development and design review, and directing the work of other consultants. While working for a private developer, Bob was responsible for coordinating the review and approval of on-site and off-site infrastructure improvement plans (sewer, water, drainage, and roads) with the engineering and planning staff of public agencies. He also managed the design and development of a water infrastructure capital facilities site, including the development and equipping of two water wells, installation of a small water treatment plant and product conveyance pipelines. Most recently, Bob has managed the preparation

and processing of EIRs and other environmental documents for large-scale planned developments, industrial/warehouse distribution centers, infill residential developments and a variety of projects for school districts.

MICHAEL DICE, MA, RPA, Senior Cultural Resource Specialist/Project Manager, Michael Brandman Associates Inc.

Master of Science, Anthropology - Arizona State University, Tempe
 Bachelor of Science, Anthropology - Washington State University, Pullman
 Registered Professional Archaeologist (RPA 2000)
 Registered Archaeologist in Orange County and Riverside County

Michael Dice, MA, RPA, Senior Cultural Resource Specialist and Project Manager, has more than 30 years experience performing record searches, archaeological surveys, archaeological site testing projects, and data collection projects on private and public lands in the Southwestern United States. He has authored or co-authored more than 200 Cultural Resources Inventory Reports required for CEQA and/or NEPA level documents including several manuscripts for the National Park Service. Michael has extensive experience with California Native American Tribes, having provided direct consultation and coordination with the Agua Caliente Band, Gabrielino Band, Juaneno Band, Morongo Band, and Pechanga Band.

CHARLES HOLCOMBE, Assistant Project Manager, Michael Brandman Associates Inc.

Bachelor of Science, Environmental Science, University of Redlands
 California Real Estate License #01453065

Mr. Holcombe has over five years of environmental quality, assessment and planning experience. He has managed or prepared a wide variety of in-depth projects throughout Southern California and specializes in Environmental Impact Report processing and management for projects throughout Southern California. His experience includes the preparation and management of Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, General Plan Updates and Habitat Evaluation and Acquisition Negotiation (HANS) documents. Additionally, he has prepared and processed planning documentation, such as Specific Plans, Design Guidelines, General Plan Amendments, Zone Changes and Substantial Conformance documents. His regional expertise includes the environmental geography of Southern California and the Eastern Sierras. He has a full understanding of environmental law and policy, real estate law, as well as the challenges of climate change.

ROGER KOBATA, L.A., Principal Landscape Architect, KOBATA ASSOCIATES INC.

Bachelor of Science, Landscape Architecture - California State Polytechnic University Pomona
 Professional Landscape Architect - California - LA #1219 - 1968
 Professional Landscape Architect - Nevada - LA #78 - 1977
 Professional Landscape Architect - Arizona - LA # 08892 - 1973

Mr. Kobata established Kobata Associates Inc. in 1971 to provide excellence in Landscape Architecture to the public and private sector. Kobata Associates has maintained its posture as a small firm throughout its existence in order to provide its clients with service and quality of product. Kobata Associates, Inc. staff has currently more than 80 years of combined experience in landscape architecture. Mr. Kobata has specialized in public works and park projects in the Southern California area since 1973. Kobata Associates is a 100% minority owned firm (MBE) certified by Caltrans.

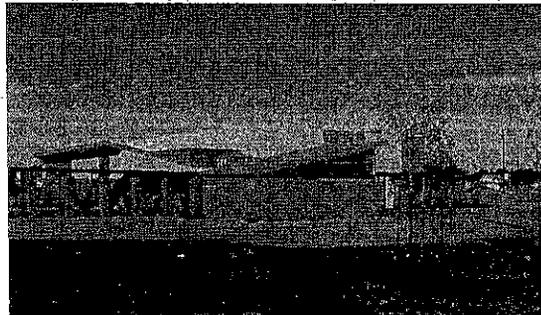
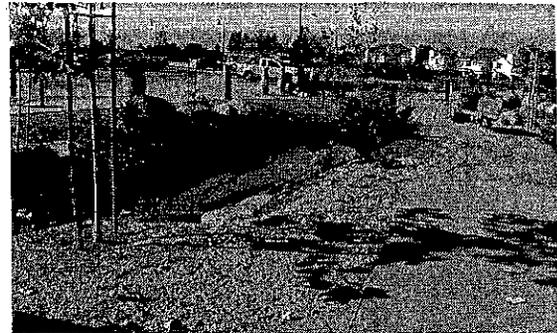
SIMILAR PROJECT EXPERIENCE

PROJECT: GRIJALVA PARK EXTENSION PROJECT

City of Orange
 Public Works Department
 300 E. Chapman Avenue
 Orange, CA 92866
 Mr. Majid Farhat, P.E.
Principal Civil Engineer

Project Completion Date: 2010 (Construction)
Project Cost: \$9,500,000
Project Manager: Bill Kabbara, P.E., P.L.S.
Project Engineer: Leah Kabbara, P.E.
Subconsultants: DMI

Kabbara Engineering performed the preliminary and final design and prepared construction documents for the civil engineering component of this "Green" LEED Project, as subconsultants to the lead architect, Rengel + Co., for the City of Orange. The project included a new concrete lift tilt up gymnasium, extension of the main access road and sidewalks through the park, new 8-inch VCP sewer main and service laterals from existing public street, storm drain, domestic water, street lighting, and fire services, a new 138 space parking lot, D.G. trail system, bio-swale design, water quality management plan preparation, grading, erosion control, aerial and field surveys, and construction support. All runoff from the proposed project was captured and treated in landscaped bio-swales surrounding the building and in parking lot medians which were incorporated into the overall project design. Existing catch basins were retrofitted with filters to achieve WQMP compliance decomposed granite, grasscrete, rubberized asphalt pavements, and native plant materials were all used to help achieve LEED certification.



1
 (6)

PROJECT: BOND AVENUE PAVEMENT REHABILITATION PROJECT SP-3535

City of Orange
300 E. Chapman Avenue
Orange, California 92866-1626
Public Works Department
Mr. Medel Llanes, P.E.
Associate Civil Engineer

Project Completion Date: 2006
Project Cost: \$434,058

Bond Avenue from Prospect Street to 400' East of Little Lane is a 4-lane local street that serves a combination of residential and park uses in the City of Orange. The existing roadway is asphalt pavement and portland cement concrete pavement (P.C.C.). Bond Avenue is fully improved with curb, gutter, sidewalks, driveways, street lights, drainage inlets, sewer manholes, water valves, and various other improvements. This project consisted of civil engineering design for the reduction in lane widths and **master plan bike path** within the project limits. The project also included preparation of plans, specifications and estimates for the reconstruction of Bond Avenue within the project limits. This project included preparation of a geotechnical report with pavement recommendations, striping and utility coordination.



PROJECT: SOUTH AVENIDA OLA VISTA ARRA & SR2S REHABILITATION PROJECT

City of San Clemente
910 Calle Negocio, Suite 100
San Clemente, California 92673
Department of Public Works
Mr. Ben Parker, P.E.
Senior Civil Engineer

Project Completion Date: 2010
Project Cost: \$3,800,000

This project consisted of the rehabilitation and repair of South Avenida Ola Vista, from Avenida Palizada to Avenida Calafia, (approx 2 miles) in the City of San Clemente, County of Orange, State of California. The project includes cold plane, ARHM overlay, and reconstruction of the existing roadway sections, redesign of existing cross sections as needed to improve drainage and driveability, new sidewalk and retaining wall construction, correction of surface drainage deficiencies by repair of damaged, lifted, or sagging sections of curb and/or gutter, cracked cross-gutters, driveways, sidewalks, and curb ramps, and traffic detector loop replacement. This project also includes construction of new sidewalk improvements to fill in existing gaps and to provide a continuous path of travel on the westerly side of South Avenida Ola Vista from Avenida Palizada to Avenida Santa Barbara (Southerly Intersection). This project included design and construction of traffic calming curb extensions at Trafalgar Intersection and the reconfiguration of the Santa Barbara Intersection to a 4-way stop with a protected south bound thru-way **bike lane**, traffic signing, striping, traffic control, staking and coordination. This project was constructed and funded in 2 phases by State SR2S and **Federal ARRA** funds.

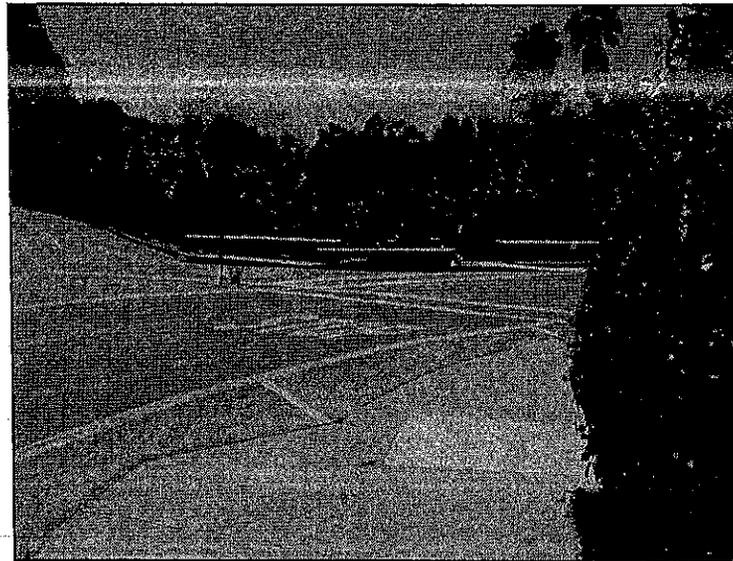


PROJECT: PARK AVENUE SR2S STREET & STORM DRAIN IMPROVEMENTS

City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA 92651
Mr. Mark Trestik, P.E.
Assistant City Engineer

Project Completion Date: 2006
Project Cost: \$1,800,000

This project consisted of new sidewalk and pedestrian improvements on the north side of the street, and storm drain construction on Park Avenue in the City of Laguna Beach. The project limits were Park Avenue from Wend Terrace to Hidden Valley Canyon Road. The proposed pedestrian improvements included approximately 3,000 lineal feet of new sidewalk, curb and gutter, retaining walls/curbs, utility adjustments and relocations, **landscape and irrigation improvements**, installation of street furniture (bench), roadway narrowing, traffic signing, traffic striping for a **new bike lane**, and the installation of approximately 1,000 lineal feet of new storm drain pipe and appurtenances. The new sidewalk improvements on the north side of the street were proposed to enhance pedestrian safety for school children from Thurston Middle School and Laguna Beach High School, in the project vicinity. This project also included a traffic count and speed study, and preparation of traffic signing and striping plans for Park Avenue within the project limits. Geotechnical recommendations, as required for storm drain, pavement, and wall construction, were provided by the City of Laguna Beach.

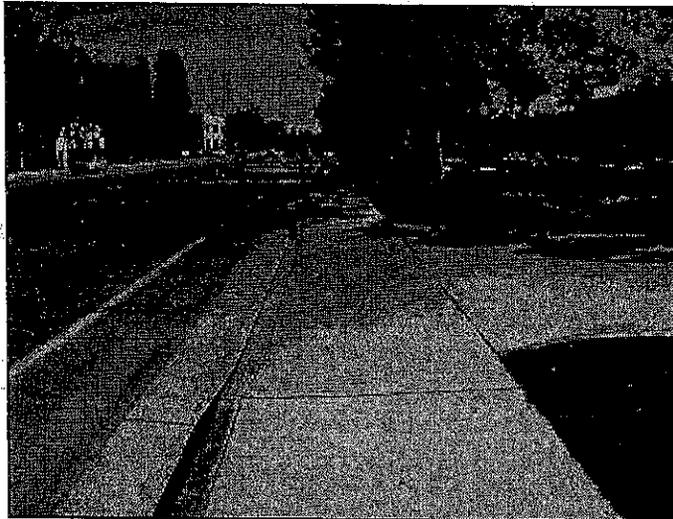


**PROJECT: HYLAND AVENUE & SOUTH COAST DRIVE AHRP
REHABILITATION PROJECT**

City of Costa Mesa
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628
Department of Public Services
Engineering Division
Ms. Fariba Fazeli, P.E.
Interim City Engineer

Project Completion Date: 2006
Project Cost: \$1,400,000

This project consisted of the federally funded (AHRP) rehabilitation and repair of a portion of Hyland Avenue and South Coast Drive in the City of Costa Mesa, County of Orange, State of California. The limits of this project are described as follows: Hyland Avenue, from South Coast Drive to MacArthur Boulevard; and South Coast Drive from 500' West of Harbor Boulevard to Hyland Avenue. The improvements for the subject streets within the project limits included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and driveability, and repair of damaged sections of curb and gutter, cross-gutters, driveways, sidewalks, and curb ramps. Alternate methods of pavement rehabilitation were analyzed using the results our Pavement Deflection Testing and Geotechnical Investigations for the project streets. This project also included traffic striping, loop replacement and traffic control plans for the proposed improvements. Kabbara Engineering prepared and processed the Caltrans funding, preliminary environmental study (PES) forms and the complete Request for Authorization (E-76) forms as required by District 12 for these two separately funded projects. Kabbara Engineering also expedited processing and obtained the Caltrans encroachment permit for South Coast Drive, for work near an I-405 Freeway on-ramp.



PROJECT: 4TH STREET & COLORADO AVENUE TRAFFIC CALMING PROJECTS

City of Santa Monica
 1437 4th Street, Suite 300
 Public Works Department
 Santa Monica, California 90401
 Mr. Bill Zein, P.E.
Principal Engineer

Project Completion Date: 2009
Project Cost: \$1,900,000

Kabbara Engineering was selected as the prime consultant for the design of conceptual and final construction plans for this traffic calming, landscape median and pavement rehabilitation project for 4th Street (from Pico Boulevard to the Southerly City Limits) (5,100 l.f.) and Colorado Avenue (from 20th St. To Centinela Avenue) (5,280 l.f.). Project included bulb-out and median improvements, special crosswalk paving, new access ramps per ADA requirements, City limits signage, pavement reconstruction and overlay, traffic signage and striping, landscape planting and irrigation improvements and electrical design for up-lighting of trees in several medians. Project also included the design of new traffic circle, mid-block cross walks with in-pavement flashers, new wide crosswalks and ramps at intersections, and a traffic signal modification for Colorado Avenue between 20th Street and Centinela Avenue. Kabbara Engineering also incorporated City designed water improvements into bid package on construction with this project.



BEFORE



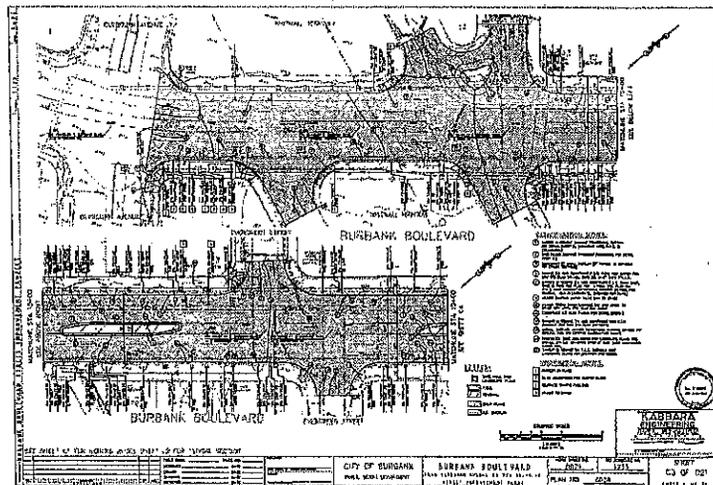
AFTER

PROJECT: BURBANK BOULEVARD STREET IMPROVEMENTS

City of Burbank
 Public Works Department
 150 N. Third Street
 Burbank, CA 91510
 Mr. Omar Moheize, P.E.
Principal Civil Engineer

Project Completion Date: 2009 (Construction)
Project Cost: \$1,200,000 (Civil) \$9,400,000 (total)
Project Manager: Leah Kabbara, P.E.
Project Engineer: Bill Kabbara, P.E., P.L.S.
Subconsultant: SCS&T Inc.

The City of Burbank selected Kabbara Engineering to be the lead design consultant for approximately 2.2 miles (11,700 l.f.) of street resurfacing with cold plane and overlay of existing pavements, selective localized concrete and pavement reconstruction, ADA pedestrian ramp upgrades, bus pads, and six (6) new raised medians (approximately 60 ft. long) for Burbank Boulevard from 350' West of Clybourn Avenue to 350' East of North Victory Boulevard. This project also included a geotechnical investigation and pavement recommendations, traffic signing and striping, and coordination with other consultants to the City, including landscape and irrigation consultant, traffic signal interconnect consultant and Burbank Water & Power, for new reclaimed water and street lighting design and construction. Kabbara Engineering also provided construction engineering support to the City's inspector throughout the duration of the project construction. Project was completed within budget and on-schedule, with no design or construction change orders.





CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 19, 2012

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK, 2525 PLACENTIA AVENUE, COSTA MESA, CALIFORNIA

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services to design bike trail improvements at Fairview Park in compliance with the Fairview Park Master Plan. The project consists of three primary components: I) Reconstruction of existing asphalt concrete trails; II) extension of bike trail between Pacific Avenue and Canyon Drive; and III) parking lot and playground design.

The anticipated schedule of events to complete the professional services for the project is as follows:

SCHEDULE OF EVENTS

DATE

1) RFP Issued	09/19/2012
2) Proposal Received by City	10/18/2012
3) Selection of Consultant	11/08/2012
4) Contract Award	12/04/2012
5) Kick-off Conference	12/05/2012
6) First Submittal of Construction Plans (70%)	02/07/2013
7) Second Submittal of Construction Plans (100%)	03/14/2013
8) Environmental Documents Completed	03/14/2013
9) Complete Final Design and PS&E's	04/11/2013
10) Obtain Project Authorization to Proceed with Construction (E-76)	07/08/2013

Enclosed is a Request for Proposal (RFP) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP.

City of Costa Mesa Contact Person

Baltazar Mejia, Senior Engineer, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

Required Copies of Request for Proposal on Due Date

Five (5) separate copies of proposals must be received by the City not later than 3:00 p.m. on Thursday, October 18, 2012. All proposals shall be delivered to:

Mr. Baltazar Mejia, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

Sincerely,



Fariba Fazeli, P.E.
Interim City Engineer

c: Ernesto Munoz, Public Services Director
Raja Sethuraman, Transportation Services Manager
Baltazar Mejia, Senior Engineer

**REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE
DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK, 2525 PLACENTIA
AVENUE, COSTA MESA, CALIFORNIA**

I. INTRODUCTION

Fairview Park consists of 208 acres of open space currently used for walking, biking, jogging, flying model airplanes, model railroading, quiet contemplation of the surrounding habitats, interpretation of the archeological and biological resources, and picnicking. The general focus of the park is for passive uses. The passive uses of the park are derived from the need to protect the unique archeological and biological resources, and the community's expressed desire for such a park. The Fairview Park Master Plan (Exhibit A) outlines improvements appropriate for Fairview Park and includes a network of trails that provide access to the major elements of the park.

The main focus of this project is the construction/reconstruction of eight (8) foot wide paved trails on the upper mesa of Fairview Park and down the slope to Talbert Nature Preserve. Exhibit A shows these trails in red. In addition, the selected consultant will be tasked with the design of the following improvements:

1. Entryway monument signs and improvements at Pacific Avenue, Canyon Drive, and Placentia Avenue. See Exhibit A, Note 1 for locations.
2. Correct drainage deficiencies at various locations (see Exhibit A, Note 2).
3. Conduct a geotechnical investigation of the slope and bike trail (see Exhibit A, Note 3) and design appropriate measures to stabilize the slope.
4. Design park elements (see Exhibit A, Note 4) within Planning Area F (Parking lot, play area (playground design, including surfacing by Landscape Structures) and pedestrian trail (shown in blue) connecting the play area to the trail and Canyon Drive) and incorporate previously designed elements (parking lot within Planning Area E).

Currently the City is in the process of designing storm drain improvements within area F and is evaluating the possibility of constructing a storm drain from Area F to the newly constructed wetland ponds. The selected consultant will be required to coordinate his/her work with the consultant designing the storm drain improvements. The City also has construction documents for the construction of improvements within Planning Areas D and E; geotechnical studies for the bluffs; and a topographic survey of the park. Electronic copies of these documents are available for review upon request.

The City has received funding for the construction of improvements described above and include a Congestion Mitigation and Air Quality (CMAQ) grant which is part of the Bicycle Corridor Improvement Program (BCIP) 2012 Program of Projects; and City funds.

The City of Costa Mesa is seeking a consultant with a strong background in bike trail and urban park design; and document preparation to comply with federal grants administered by the State of California Department of Transportation (Caltrans), including environmental documents and processing of an E-76 for construction.

A. General Goals:

The general goals for this project include the construction of a color concrete Class 1 bike trail within the limits described above designed to not only handle bicycle and pedestrian traffic but also maintenance and emergency vehicles. In addition, the City would like to construct additional elements of the Fairview Park Master Plan such as parking areas, pedestrian trails and entryway improvements.

B. Minimum Consultant Qualifications:

The key project staff furnished by the consultant and sub-consultants must have at least five years prior experience on similar types of projects. All consultants responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project and responsiveness to the needs and concerns of the City of Costa Mesa.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you feel are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will perform the work and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include project description, agency or client name, along with the person to contact, and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1. Cover letter stating the total lump sum fee.
 - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. 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.

3. In addition, the consultant is requested to include an amount of **\$10,000** in the fee schedule for the Design of Bike Trail Improvements at Fairview Park as a contingency to be used only as directed in writing by the City's PM.

Please submit five copies of the project proposal and one copy of the fee proposal.

III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager. The consultant Selection Committee will evaluate the consultant on their ability to:

- A. Produce a well-engineered set of PS&E that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including existing drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated the Consultants' 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.

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the City's standard Professional Services Agreement (PSA) is enclosed for reference (Exhibit B). The selected consultant is expected to comply with and meet all the requirements of the standard PSA. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services as stated in both the City's RFP and the consultant's submitted proposal will be allowed.

VI. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference (Exhibit C). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive,

worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff and other agencies involved during the progress of the design for appropriate guidance and coordination (assume six meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

The project limits include the areas shown in Exhibit A. Address planning, environmental, and design issues for the project and adjacent private properties.

Identify all project costs including but not limited to current and on-going research, planning, design, implementation, management, and maintenance for the project. It is anticipated that the project will be funded by a combination of grants and City funds.

The selected consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

B. Utility Investigation/Coordination:

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

The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance.

The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures," enclosed herein (Exhibit-D).

The consultant shall submit all utility correspondences to the City.

C. Design Survey:

Consultant may propose surveying services as an additive item for the City's consideration and the reasons for its recommendation. If added, it must comply with the following requirements:

The consultant shall plot the project design survey on Mylar at a horizontal scale of 1" = 40', and detailed design surveys at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The consultant shall provide the following minimum survey information:

1. Obtain permission from all the landowners where topographic surveying is needed.
2. Perform a topographic survey and prepare a 1" = 40' scale base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
3. Provide typical cross-sections with existing elevations.
4. Extend the survey to minimum 100 feet beyond the project limits.
5. Show property lines and address numbers (50% screened), including City and County boundaries.
6. Show contour lines within the limits of the work and to 100 feet (minimum) beyond the grading limits to establish existing drainage patterns.
7. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

In addition, the consultant shall establish existing Right-Of-Way (ROW), property lines, and precise locations of any and all utility poles and lines and easements, through the project limits. Notify the Project Manager at least five working days before performing survey work.

D. Geotechnical Investigation:

Consultant may propose geotechnical services as an additive item for the City's consideration and the reasons for its recommendation. Attached for reference (Exhibit E) are pictures of the trail that show some of the maintenance done to cover the cracks that in some areas opened to more than 3"

E. Electrical Engineering Services:

Consultant may propose electrical engineering services as an additive item for the City's consideration and the reasons for its recommendation.

F. Environmental Document Preparation and Handling:

The selected consultant must furnish qualified personnel with extensive experience in handling and processing environmental documents through Caltrans.

G. Plans:

1. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project. Scale for plan and profile drawings shall be as follows: Horizontal: 1" = 40'; Vertical: 1" = 2'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.
2. The consultant shall plot typical cross sections on Mylar illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information at the following scales: Horizontal: 1" = 10'; Vertical: 1" = 1'.
3. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
4. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

H. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

I. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity take off sheets shall be provided by the consultant to aid the City during construction.

J. Construction Documents:

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City on four mil thick, erasable Mylar sheets.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The consultant shall submit this file to the City in conjunction with the final submittal.

K. Project Document Submittal and Plan Information:

1. Project Initialization and General Requirements:
 - a. Develop Project Schedule and Staffing Requirements.
 - b. Locate utilities and initiate contact with the respective owners.
 - c. Submit Monthly Progress Reports to the City.
 - d. Participate in Periodic Meetings with City staff.
 - e. The City will provide all required City-issued permits free of charge for the design and construction of the project.
 - f. Any other permits required for the design of the project shall be obtained by the CONSULTANT.
 - g. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements. Protect designated environmentally-sensitive areas.
 - h. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City; however, it is recognized that early morning, late night or weekend work is envisioned by the project's scope. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
 - i. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
 - j. Ensure that standing/stagnant water is avoided due to vector concerns.
2. Preliminary Engineering – 70% Complete PS&E's:
 - a. Conduct all topographic and property surveys necessary for the creation of base maps and design of the improvements.
 - b. Conduct all approved geotechnical investigations necessary for the construction of the project.
 - c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
 - d. Prepare Base Maps and Rough Grading Plan.
 - e. Incorporate previously prepared plans by David Evans and Associates for the construction of the parking lot in Planning Area E (demolition, grading, details and construction) into the plans for this project. Add any missing instructions

- and/or details such as reconfiguration of the existing irrigation system and restoration of landscaped area.
- f. Submit draft environmental documents.
 - g. Submit draft Storm Water Pollution Prevention Plan (SWPPP) in compliance with local, state and federal requirements.
 - h. This submittal must include all the proposed improvements, construction notes and as many details as possible.
3. Preliminary Engineering – 100% Complete PS&E's:
 - a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
 - b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
 - c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
 - d. Submit Storm Water Pollution Prevention Plan (SWPPP) in compliance with local, state and federal requirements.
 - e. Submit environmental documents to the City and Caltrans.
 4. Preliminary Engineering – Final PS&E's:
 - a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
 - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
 - c. Submit final construction permits and SWPPP.
 - d. Complete processing environmental and construction documents through Caltrans to obtain an E-76 for the project.
 5. Deliverables:

The CONSULTANT shall provide the City with the following:

 - a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
 - b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
 - c. Approved permits and E-76.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing all available maps, existing hardcopy plans, reports, and records on file with the City.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of the contract.

X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. 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 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 which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

XI. SUMMARY

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. It is the intent of the City to select a consultant and award a contract. All insurance documents must be submitted and approved prior to the award of the contract.

EXHIBIT B
FEE SCHEDULE

6

K A B B A R A E N G I N E E R I N G

CIVIL ENGINEERS • LAND SURVEYORS

November 13, 2012

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

Attention: Mr. Baltazar Mejia, P.E.

Subject: Revised Fee Proposal to Provide Professional Engineering Services for the Design of Bike Trail Improvements at Fairview Park.

Attached herewith per your request is our revised fee proposal per the attached Man-Hour Fee Schedule for Professional Engineering & Design Services for the subject bike trail improvement project in Fairview Park, in the City of Costa Mesa. Our fee has been revised to include the additional structural, electrical and environmental services requested by the City and reflects available cost efficiencies achieved in conjunction with our existing storm drain contract. Our total revised not-to-exceed lump sum fee proposal, including subconsultant fees and the City requested design contingency, is as follows:

Description	Total Fee
FAIRVIEW PARK BIKE TRAIL IMPROVEMENTS	
Kabbara Engineering	\$ 82,385.00
Kabbara Engineering (Caltrans Compliance)	\$ 6,000.00
Southern California Soil & Testing Inc. (Geotechnical subconsultants)	\$ 17,117.00
Kobata Associates Inc. (Landscape & Irrigation subconsultants)	\$ 23,325.00
Kobata Associates Inc. (Structural subconsultants)	\$ 660.00
Digital Mapping Inc. (Aerial Topography subconsultants)	\$ 9,900.00
Michael Brandman Associates Inc. (Environmental subconsultants)	\$ 7,920.00
EDS Inc. (Electrical subconsultants)	\$ 3,080.00
Contingency	\$ 10,000.00
Total Lump Sum Fee Proposal	\$ 160,387.00

* Optional Environmental Services by MBA are available if required for an additional \$32,560.00

Please note that payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of Costa Mesa.

Thank you for the opportunity. We look forward to working with you on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING



Leah Kabbara, PE
PRINCIPAL ENGINEER

(E)

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer / Traffic Engineer	Civil Designer	CADD	Clerical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
A. PROJECT ANALYSIS & REVIEW								
1. ANALYZE THE PROJECT, RESEARCH & REVIEW EX. DOCUMENTS, & PERFORM FIELD REVIEW TO EVALUATE EX. CONDITIONS	4			4	4			\$1,660
2. PROGRESS MEETINGS (6), INCLUDING MINUTES	6			16				\$3,390
SUBTOTAL COST								\$5,050
B. UTILITY INVESTIGATION & COORDINATION								
1. UTILITY NOTIFICATIONS & COORDINATION				4			8	\$1,120
2. UTILITY NOTIFICATION LOG WITH COPIES OF ALL CORRESPONDENCE				2			4	\$560
SUBTOTAL COST								\$1,680
C. DESIGN SURVEY								
1. PERFORM FIELD SURVEY TO SET AERIAL TARGETS (11 EACH)		4	16					\$4,000
2. PERFORM FIELD SURVEY FOR SITE SPECIFIC DESIGN ELEVATIONS ALONG BIKE TRAIL ALIGNMENT, SLOPE AND JOIN LOCATIONS AT ADJACENT STREETS AND PROPERTIES, AS REQUIRED FOR DESIGN PURPOSES		8	56					\$13,040
3. TOPOGRAPHIC BASE MAP AT 20 SCALE		4			16	65		\$7,115
SUBTOTAL COST								\$24,155

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer / Traffic Engineer	Civil Designer	CADD	Clerical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
D. GEOTECHNICAL INVESTIGATION								
1. GEOTHECNICAL INVESTIGATION (BY SCS&T SUBCONSULTANTS)								
SUBTOTAL COST								\$0
E. ELECTRICAL ENGINEERING SERVICES								
1. OPTIONAL- ELECTRICAL ENGINEERING SERVICES (BY EDS INC. - SUBCONSULTANT)								
SUBTOTAL COST								\$0
F. ENVIRONMENTAL DOCUMENT PREPARATION & HANDLING								
1. ENVIRONMENTAL DOCUMENTATION (BY MICHAEL BRANDMAN ASSOCIATES INC. - SUBCONSULTANTS)								
2. CALTRANS FEDERAL FUNDING COMPLIANCE PROCESSING				40				\$6,000
SUBTOTAL COST								\$6,000

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer/ Traffic Engineer	Civil Designer	CADD	Clerical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
G. CONSTRUCTION PLANS, SPECIFICATIONS & ESTIMATES								
1. PRECISE GRADING, PAVING & DRAINAGE PLAN FOR BIKE & PED TRAILS, PARKING LOTS, TOT LOT, SLOPE STABILIZATION & LOCAL AREA DRAINAGE, INCLUDING TITLE SHEET, DETAILS, TYPICAL SECTIONS, SIGNING & STRIPING DETAILS (20 SCALE - PLAN VIEW ONLY)				60	80	120		\$26,000
2. PROJECT SPECIFICATIONS				8			16	\$2,240
3. COLORED QUANTITY CALCULATIONS & OPINION OF PROBABLE CONSTRUCTION COSTS				4	16			\$2,200
4. FINAL PRECISE GRADING, PAVING & DRAINAGE PLANS				24	16	32		\$7,600
5. FINAL PROJECT SPECIFICATIONS				4			8	\$1,120
6. FINAL OPINION OF PROBABLE CONSTRUCTION COSTS				2	4			\$700
7. FINALIZE PS&E ON MYLAR, WITH DIGITAL COPIES				4	4	8	4	\$1,860
8. PREPARE 2 COPIES OF RESIDENT ENGINEER FILE				2	4		8	\$1,220
SUBTOTAL COST								\$42,940

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
DESIGN OF BIKE TRAIL IMPROVEMENTS AT FAIRVIEW PARK**

TASK	Principal Engineer	Land Surveyor	2 Man Survey Crew	Project Engineer/ Traffic Engineer	Civil Designer	CADD	Clérical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
H. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)								
1. PREPARE ONE SWPPP PER CITY REQUIREMENTS				16	8	24	24	\$6,560
SUBTOTAL COST								\$6,560
REIMBURSABLE EXPENSES								
1. REIMBURSABLE /REPROGRAPHIC EXPENSE ALLOWANCE, INCLUDING DELIVERIES, CERTIFIED MAILINGS, & PRINTS (CONSTRUCTION BID SETS NOT INCLUDED)								\$2,000
SUBTOTAL COST								\$2,000
GRAND TOTAL								\$88,385

EXHIBIT C
PROJECT SCHEDULE

PROJECT MANAGER: BART MEJIA, P.E.

PROJECT SCHEDULE

for
CITY OF COSTA MESA
FAIRVIEW PARK BIKE TRAIL IMPROVEMENTS

ID	Task Name	Duration	Start	Finish	tr 4, 2012		Qtr 1, 2013			Qtr 2, 2013			Qtr 3, 2013		
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
1	KICKOFF MEETING	1 day	Wed 12/5/12	Wed 12/5/12		◆ 12/5									
2	RESEARCH & REVIEW	5 days	Thu 12/6/12	Wed 12/12/12		■									
3	UTILITY COORDINATION	40 days	Thu 12/13/12	Tue 2/12/13		■									
4	GEOTECHNICAL INVESTIGATION & REPORT	30 days	Thu 12/6/12	Tue 1/22/13		■									
5	FIELD SURVEY TO SET AERIAL TARGETS	3 days	Thu 12/13/12	Mon 12/17/12		■									
6	AERIAL TOPOGRAPHY	10 days	Tue 12/18/12	Fri 1/4/13		■									
7	FIELD SURVEY FOR DESIGN PURPOSES	5 days	Thu 12/13/12	Wed 12/19/12		■									
8	BASE MAPS	5 days	Mon 1/7/13	Fri 1/11/13											
9	70% PLANS, SPECIFICATIONS & ESTIMATES	18 days	Mon 1/14/13	Wed 2/6/13											
10	70% PS&E AND GEOTECHNICAL REPORT SUBMITTAL	1 day	Thu 2/7/13	Thu 2/7/13											
11	70% CITY REVIEW	5 days	Fri 2/8/13	Thu 2/14/13											
12	ENVIRONMENTAL DOCUMENTATION - PES	25 days	Thu 2/7/13	Wed 3/13/13											
13	100% PLANS, SPECIFICATIONS, ESTIMATE	19 days	Fri 2/15/13	Wed 3/13/13											
14	100% PS&E SUBMITTAL	1 day	Thu 3/14/13	Thu 3/14/13											
15	100% CITY REVIEW	10 days	Fri 3/15/13	Thu 3/28/13											
16	FINALIZE PS&E	10 days	Fri 3/29/13	Thu 4/11/13											
17	DELIVER FINAL PS&E TO CITY FOR APPROVAL	1 day	Fri 4/12/13	Fri 4/12/13											
18	FEDERAL FUNDING COMPLIANCE E-76	4 mons	Fri 3/15/13	Thu 7/4/13											

NAME/ACCOUNT/BUDGET
FAIRVIEW PARK BIKE TRAIL/CMAQS

Task		Rolled Up Task		External Tasks	
Critical Task		Rolled Up Critical Task		Project Summary	
Progress		Rolled Up Milestone		Group By Summary	
Milestone		Rolled Up Progress			
Summary		Split			

EXHIBIT D

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

EXHIBIT E
CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

I. Additional Insured by Contract, Agreement or Permit

Under **SECTION II – LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and 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,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

- (3) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

- (4) To any:

- (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional



services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
 - d. All other insuring agreements, exclusions, and conditions of the policy apply.
- II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

The following is added to SECTION III – COMMON POLICY CONDITIONS:

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - LIABILITY, Part C – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";



- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability.**

When this insurance is excess, we will have no duty under **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II – Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.



- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

- a. "Your project" means:
 - i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
 - ii. Does not include any location listed in the Declarations.

IV. Blanket Waiver of Subrogation

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization 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 hazard".