

# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

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FROM THE OFFICE OF THE CITY CLERK

July 30, 2014

Civil Source  
Attn: Amy Amirani, President  
9890 Irvine Center Drive  
Irvine, CA 92618

Dear Ms. Amirani:

RE: Professional Services Agreement

Enclosed, for your records, is a fully executed copy of the agreement between the City of Costa Mesa and Civil Source, Inc., to provide construction management and inspection services.

Sincerely,

A handwritten signature in cursive script that reads 'Brenda Green'.

Brenda Green  
City Clerk

Enclosure (1)

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

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of July, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVILSOURCE, INC., a California corporation ("Consultant").

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Twenty Thousand Three Hundred Sixty-Four Dollars (\$120,364.00).

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

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule set forth in Exhibit B. 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 three years, ending on July 15, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

City or in the possession of the Consultant.

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

## 5.0. INSURANCE

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

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

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

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

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

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

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

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

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

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire 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:

CivilSource, Inc.  
9890 Irvine Center Drive  
Irvine, CA 92618  
Tel: (949) 585-0477  
Fax: (949) 585-0433  
Attn: Amy Amirani

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5017  
Fax: (714) 754-5028  
Attn: David Cho

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

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

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

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

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors



providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA  
A municipal corporation

\_\_\_\_\_  
Mayor


Date: 7/17/14

\_\_\_\_\_  
Department Director

Date: 7.10.14

CONSULTANT

\_\_\_\_\_  
Signature

Amy Amirari, Principal  
Name and Title

Date: 6/30/14

20-5729456  
Social Security or Taxpayer ID Number

ATTEST:

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

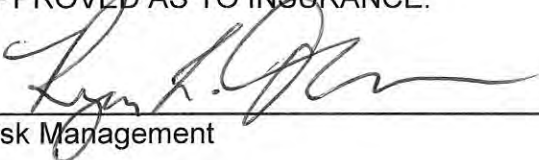


APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 06/30/14

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

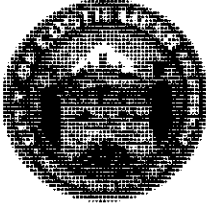
Date: 7/8/14

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 7-8-14

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

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FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

May 16, 2014

Interested Consultants

**SUBJECT: REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES**

Dear Consultant:

The City of Costa Mesa is requesting proposals to provide Construction Management and Inspection Support Services for the Harbor Boulevard Widening Project. Plans and specifications are available for download at the following link:

<http://ciplist.com/plan/?Costa%20Mesa/city/11556/plan/557>

**Project Schedule and Milestones**

The Project construction contract is schedule to be awarded to All American Asphalt on June 17, 2014. Construction work is expected to start in July 2014. It is expected that the Construction Management contract would be awarded on July 15, 2014. The Consultant is expected to initiate work soon after the award of the contract. The Consultant shall provide a detailed schedule for the implementation of the Project based on information received from the City, within seven (7) days of contract award. A Critical Path Method (CPM) network based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the completion of the Project.

**Content of Proposal**

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

- A. A brief review of the project and work plan containing any suggestions you might have to expedite the project or special concerns that the City should be advised of.
- B. A detailed schedule indicating stages of work and time frames.
- C. An organization chart and staffing plan including identifying personnel who will perform work on this project; and a brief resume on each individual (two pages max per person) and recent projects they have worked on of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
- D. A listing of similar improvement projects that your firm has completed within the last five

(5) years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.

- E. Comply with consultant agreement requirements.
- F. Submittal of **Five (5)** duplicate proposals.

**Fee Schedule**

The professional services contract will not be awarded based upon low fees. It is desired that fees be submitted separately. The fee schedule should show the hourly costs of personnel per task, with a not-to-exceed amount. The consultant's cost proposal for the prime and subcontractors must contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

Note: Ten percent (10%) of the total contract fee will be withheld until the Project is complete and accepted by the City.

**Evaluation Criteria**

- A. Qualification of the Firm – Technical experience in performing work of a closely similar nature, record of completing work on schedule; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors, if any; and assessment by client references.
- B. Management Approach – Qualification of key project staff, particularly the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions of changes in key personnel; and approach taken for quality and budget control.
- C. Work Plan – Depth of consultant's understanding of City requirements and overall quality of work plan; logic clarity and specificity of work plan and variances proposed to the work plan; and utility of technical or procedural innovations.
- D. Miscellaneous – Acceptability of exceptions and deviations, if any; completeness of response in accordance with RFP; and other relevant factors not considered elsewhere.

After review of the proposals received, the City will conduct interviews with short-listed firms. The selected firm will be recommended to City Council for formal approval.

**Contract Changes**

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

**Right to Reject all Proposals**

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and

documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in this project, please submit the proposal to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, **on or before 5:00 p.m., June 16, 2014.**

If additional information is required, please contact me at (714) 754-5032.

Sincerely,



RAJA SETHURAMAN, Manager  
Transportation Services

Attachments: Scope of Work  
City Standard Agreement

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



# **SCOPE OF SERVICES FOR HARBOR BOULEVARD WIDENING PROJECT CONSTRUCTION MANAGEMENT**

## **I. INTRODUCTION AND PURPOSE**

The City of Costa Mesa is seeking proposals and statements of qualifications for construction management services for the Harbor Boulevard Widening Project. These services generally include inspection, contract administration, soils and material testing, and other services as outlined in this scope of work. The selected engineering firm (Consultant) will designate an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. The Resident Engineer shall be responsible for all matters related to the Consultant's personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. The Consultant shall provide a certified laboratory for soil and material testing services. Additional inspection personnel shall be full time and/or on an as-needed basis and provide assistance to and work under the direction of the Resident Engineer.

## **II. PROJECT DESCRIPTION**

The project consists of constructing a fourth northbound through lane on Harbor Boulevard between Law Court and Sunflower Avenue. The estimated construction cost is \$990,000.

Project components include:

- ❖ addition of fourth northbound through lane;
- ❖ traffic signal modification at Harbor Boulevard and Law Court;
- ❖ traffic signal modification at Harbor Boulevard and Sunflower Avenue;
- ❖ construction of new sidewalk on east side of Harbor Boulevard;
- ❖ utility relocations;
- ❖ landscaping improvements on private property.

Funding for the Harbor Boulevard Widening Project is from Orange County Transportation Authority (OCTA) Regional Capacity Program (RCP) and other local sources.

## **III. SCOPE OF SERVICES**

Construction work is anticipated to begin in August 2014 and extend for 90 working days. Even though the management of the project is being performed by the consultant, the final number of personnel and exact duration of assignments may be adjusted by the City prior to executing the contract and the notice to proceed. Authorization of a Construction Management contract is exclusively at the discretion of the City and contingent on funding availability. Consultant personnel shall be available within two (2) days of written notification by City (notice to be issued in July 2014), and be available for up to a maximum of six (6) weeks after City's acceptance of the construction project.

It is imperative that the selected Consultant personnel have extensive roadway and streetscape engineering and construction management experience. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, quality assurance materials testing, drawing submittal review and approval coordination, project records, and preparing project close-out documents.

The Consultant shall provide complete technical and administrative services to ensure successful project completion on time and under budget, and provide coordination oversight for all activities taken by outside entities in connection with the project including utility companies, OCTA, and adjacent business owners. The Consultant shall maintain a close liaison with the City's Project Manager.

entities in connection with the project including utility companies, OCTA, and adjacent business owners. The Consultant shall maintain a close liaison with the City's Project Manager.

The minimum qualifications for the position of Resident Engineer shall be as follows:

- a) Four years of project management experience on similar public works construction projects.
- b) Licensed Civil Engineer in the State of California.
- c) Ability to use typical computer programs such as Microsoft WORD, EXCEL, and PROJECT.
- d) Accessible to the City at all times during working hours.
- e) In-depth experience in complying with State contract administration records and report requirements.

The minimum qualifications for the position of Construction Inspector shall be as follows:

- a) Four years of construction inspection experience on similar highway projects.
- b) Knowledge of construction practices, physical characteristics and properties of highway construction materials, and methods and equipment for physical testing of construction materials.
- c) Ability to work independently.
- d) Ability to use typical computer programs such as Microsoft Word and Excel.

The City's Project Manager will administer the Consultant contract and provide general direction to the Consultant. Resumes of personnel shall be submitted to City for review and approval prior to assignment to a task. The City and the Consultant will have the responsibility of determining the quality and quantity of work performed by the Consultant's employees. If, at any time, the level of performance is below expectations, the City may release the Consultant's personnel and request another person be assigned as needed.

When an employee is on leave or absent, the Consultant shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

The typical workday includes all hours worked by the construction contractor, generally between 9:00 p.m. and 6:00 a.m. weeknights; however, work may be performed during normal working hours between 8:30 AM and 3:30 PM where closure of only one lane is required. The hours worked may exceed 40 hours per week. If ordered by the City, overtime for the Consultant's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant services for inspection shall not be provided unless authorized by the Project Manager. The City's Project Manager will provide 8 hours advance notice if Consultant services are not required.

All personnel shall be knowledgeable of and comply with all applicable local regulations. The Consultant shall cooperate and consult with City officials during the course of the contract, and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. The Consultant's personnel shall keep records and document work in accordance with standard construction practices.

General duties provided by the Consultant shall include:

- Performing the duties of construction inspection and field engineering/testing including: grading, demolition, paving and subgrade inspection, electrical inspection, drainage, signing and striping inspection, landscaping inspection, quantity calculations, checking grade and alignment, construction traffic control, materials sampling and testing, and ensuring compliance with project plans and specifications.
- Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City. Analyze the plans and specifications for possible errors and deficiencies and report such findings to the City.
- Maintain an awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and project personnel.

- Maintain continuous communications with the field personnel, construction administration and City staff, and with project neighbors to resolve community project problems and to advise them of work conditions affecting businesses and the neighborhood.
- Prepare calculations, records, reports, and correspondence related to project activities. Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions, and preparation of "As-Built" plans.
- If the City determines that changes are necessary, the Consultant's personnel shall prepare Change Orders in accordance with City procedures.
- Perform required field tests and compliance testing such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests.
- Prepare claims reports and be available for any claims settlement meetings.
- Process monthly progress payment reimbursement requests for Federal portions of work.
- Review contractor's CPM schedule and construction staging plans, and issue comments. Recommend recovery schedules when needed.
- Oversee Contractor's Storm Water Pollution Prevention (SWPP) responsibilities.

Tasks to be provided by the Consultant shall include, but not be limited to:

A. Initial-Construction Phase

- Conduct a review of construction PS&E to become familiar with the project, and comment on potential constructability issues.
- Initiate project control system.
- Review project storm water control plans.
- Assist in implementing public relations outreach plan.
- Review and comment on Contractor's submitted Schedule of Work.
- Review Contractor's notifications to utilities and proposed scheduling with utilities.
- Review and coordinate analysis of Contractor's submittals with the Project Manager.
- Conduct pre-construction conference.

B. Construction Phase - Provide all construction management services including:

- Responsible for all compliance inspections.
- Provide inspectors for on-the-job continuous inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and ensure that provisions of the contract documents are being fulfilled:
  - Prepare daily inspection reports documenting observed construction activities.
  - Take and maintain digital photographs providing documentation of construction activities; bind, label, and date photographs.
  - Prepare field blue-line set of drawings to incorporate the Contractor record drawing markups.
  - Assist in monthly progress payment recommendations by making measurements of bid items.
- ~~Conduct weekly project meetings at the initial phase of construction that may be changed to bi-weekly meetings towards the end of the project; prepare minutes and distribute to designated parties.~~
- Monitor project budget, purchases, and payments.
- Review the updated construction schedules and maintain records.
- Establish and process job control documents including:
  - daily inspection diaries.
  - weekly and/or bi-weekly progress reports
  - monthly construction payments
  - requests for information
  - material receipts
  - weigh certificates
  - material submittals
  - weekly statements of working days
  - construction change orders
  - review of certified payroll records and labor compliance documents

- Review of schedule updates:
    - Compare work progress with planned schedule and notify the Construction Contractor of project slippage. Review the Contractor's plan to get back on schedule.
    - Obtain weekly updates from the Contractor on the construction schedule incorporating actual progress, weather delays, and change order impacts.
    - Analyze the schedule to determine the impact of weather, unforeseen conditions, and extra work.
    - Assist City's Project Manager to negotiate time extensions due to change orders or other delays.
    - At the end of each month, submit to Project Manager a progress report based on actual work accomplished consisting of a written narrative describing the overall progress, significant problems, proposed corrective action, and status of major changes. Progress payments shall be based on substantiated (earned value) reporting.
  - Assist City's Project Manager in negotiation of change orders:
    - Perform quantity and cost analysis as required for negotiation of change orders.
    - Analyze additional compensation claims that are submitted during the construction period and prepare responses.
    - Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.
  - Review, comment, and facilitate responses to Requests For Information:
    - Prepare responses to RFI-related construction issues.
    - Transmit product and design-related RFI's to the City's Project Manager for approval.
    - Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFI's.
  - Evaluate cost reduction incentive proposals and provide recommendations to the Project Manager for acceptance or denial.
  - Monitor and enforce Construction Contractor's compliance with water quality control plans.
  - Identify actual and potential problems associated with the construction project and consult with the Project Manager and the design engineer.
  - Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
  - Facilitate any necessary utility coordination with all utility companies and the Construction Contractor. Coordinate, schedule, implement, and monitor utility relocations.
  - Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor, and process payments through the Project Manager.
- C. Quality Assurance - The Consultant shall enforce the quality assurance plan, in conformance with the plans and specifications.
- Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents, including source inspections and materials acceptance.
  - CONSULTANT shall provide certified laboratory facilities to perform soils and materials testing services on an as needed basis. CONSULTANT shall provide appropriate material testing personnel with "Certificate of Proficiency in Construction Materials Testing." Under the direction of Resident Engineer, appropriate material testing personnel shall perform field-testing of materials to achieve compliance with the Contract Specifications.
  - Exhibit A lists the normal laboratory tests required for a typical project.
  - The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 30 miles from the project.
  - Testing shall be performed in accordance with the California Test Methods as specified in the Caltrans "Manual of Testing" and shall meet the latest requirements of ASTM.
  - Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards and must be Caltrans certified and approved.
  - The laboratory shall participate in the AASHTO Materials Reference Laboratory (AMRL) or Cement or Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to the City.

- The Laboratory shall participate in Caltrans' Reference Sample Program as appropriate.
- The Laboratory shall have a quality control plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory. A copy of the Quality Control Plan shall be provided to the City Project Manager.
- The Laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration, and tolerances). A copy of the initial inventory shall be provided to the City at the beginning of the project. Throughout the duration of the project, the laboratory shall make the updated inventory available for review by the City upon request.
- The Laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of reference material, standards, and test methods.
- The CONSULTANT and the Laboratory shall be responsible for all soils and materials testing performed for the project including source testing if required. Records and laboratory reports shall include all pertinent information and be presented legibly on City-approved forms.
- The CONSULTANT shall oversee the Contractor's compliance with Caltrans Materials Engineering and Testing Services (METS) procedures and certifications for traffic signal pole and sign manufacturing inspections.

D. Community Coordination - The Consultant shall be responsible for overseeing construction coordination with the business community in the project vicinity. It is imperative that the Consultant carefully coordinate all construction activities between the Contractor and businesses affected to eliminate any impacts to commercial centers. Community coordination work shall include:

- Serve as primary contact and authority on all construction activities to the adjacent business community.
- Compile a file on all queries and discussions with the business community, identifying the business and contact name, phone number, address, the nature and date of the discussion, and any action taken.
- Review Contractor's construction "Public Notices" relative to dates, times, and type of work proposed, to avoid business impacts. Assure Contractor releases notices to each building unit and property owner within and in proximity to the work area, and well in advance of work.
- Closely monitor daily construction activities and provisions to assure no business impacts occur.
- On work focused in specific areas, coordinate with the Contractor to release focused Public Notices as they pertain to each business.
- Assure safe and acceptable access provisions are maintained throughout the project during all open business hours, without exception.
- Notify the Project Manager immediately of any significant issue.

E. Traffic Control and Safety - As required to safely complete the required inspection or survey work, the Consultant shall review the Contractor's traffic control, including lane closures, in accordance with the approved traffic management plan and latest edition and revisions of the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones and requirements herein.

- The Consultant shall conform to State and Federal safety provisions including the Caltrans Construction and Survey Manuals. However, it is understood that the Contractor shall be solely responsible for all construction means, methods, techniques and procedures, and for the adequacy of all safety provisions associated with their work.
- The Consultant's personnel shall wear white hard hats, OSHA-approved vests, and rubber-soled shoes at all times while working in the field.
- The Consultant shall provide appropriate safety training for all their personnel required to work on and near highways.
- All safety equipment for the Consultant shall be furnished by the Consultant.

F. Post-Construction Phase

- Prepare initial punch list and consolidate comments into final punch list.
- Finalize the bid items, claims, change orders, punch list items, and correct shop drawings.

- Oversee completion of record drawings.
  - Prepare Report of Expenditures Checklist including all necessary attachments.
  - Transmit all project files and record drawings to Project Manager for archiving.
  - Support construction claims analysis and litigation.
  - Be available for any audits, including City internal audits.
- G. Miscellaneous Equipment, Vehicles, and Tools – The Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely, including:
- One vehicle (truck) for each inspector. Vehicles shall be equipped with internally controllable affixed and OSHA certified amber flashing lights, fire extinguishers, spare tires, and lockable toolboxes if they are parked on the roadway. Cars may be utilized if they are not parked within the roadway. All vehicles shall be maintained in good operating condition and appearance.
  - City-approved nuclear gauges for inspection personnel to perform soils relative compaction field tests.
  - Other field materials such as testing equipment and safety equipment for use by staff on the project.
  - All necessary safety equipment required to perform the work efficiently and safely.
  - Consultant personnel shall be provided with radios or cellular-equipped vehicles, digital cameras, and personal protective equipment suitable for the location and nature of work involved.

**EXHIBIT B  
CONSULTANT'S PROPOSAL**





## DETAILED WORK PLAN

### PROJECT UNDERSTANDING

The project consists of constructing a fourth northbound through lane on Harbor Boulevard between South Coast Drive and Sunflower Avenue. Project components include:

- ✓ addition of fourth northbound through lane;
- ✓ traffic signal modification at Harbor Boulevard and Law Court;
- ✓ traffic signal modification at Harbor Boulevard and Sunflower Avenue;
- ✓ construction of new sidewalk on east side of Harbor Boulevard;
- ✓ street light relocations;
- ✓ utility relocations;
- ✓ landscaping improvements on private property.

### CRITICAL ISSUES

We have performed a detailed review of the project plans to familiarize ourselves with the proposed improvements. ***Our detailed plan review is included in the Appendix.***

Based on our experience with similar projects, review of the Request for Proposal, review of the plans and specifications, and attendance at the pre-bid meeting, we have identified the following key issues to be addressed for this project.

- 1. Utility Coordination.** There are several existing utility facilities that must be relocated, adjusted or protected-in-place. This includes water facilities and facilities owned by Southern California Edison (SCE). During our field visit, we noticed a water meter within the landscaped driveway median on the east side of Harbor Boulevard south of Sunflower Avenue that was not marked on the plans. This water meter requires relocation and we will work with the Contractor and the utility company prior to construction start. In addition, our Inspector will coordinate with SCE the relocation of their air vaults, and ensure that they are encased in the SCE required concrete encasement mix.

We will continue to address the potential for conflicts with existing utilities. If required, CivilSource Inspectors can coordinate potholing for major utility conflicts. Locating utility facilities prior to the start of construction will allow for early coordination with utility agencies for relocation of their facilities. Initial information gathering will result in ease of construction and avoidance of impacting the schedule or budget with unnecessary change orders or stand-by time.







2. **Street Light Relocations.** The relocation of street lights can be a long lead item. Our team will ensure early coordination so that relocation of the street lights does not impact the progression of the work.
3. **Sensitivity to construction impacts to nearby residential neighborhoods, surrounding schools and businesses.** The CivilSource team is highly experienced in working with the public, City staff, and stakeholders and we possess the communication skills required to respond to public comments. We will take a proactive approach in working with the public to keep them constantly informed of construction activities; and we maintain consistent dialogue to ensure their concerns are immediately and appropriately addressed.
4. **Construction Notices.** Our construction inspectors will ensure that the Contractor provides notices to residences and businesses as required by the specifications. He will also ensure that resident notices, no parking notices and access to sidewalks and private property are provided as required by the specifications.
5. **Ensuring the implementation of traffic control in compliance with City and applicable standards and procedures.** Given that the work will be performed in a heavily traveled corridor, effective implementation of traffic control will be a key factor in successfully delivering the project. Proposed Resident Engineer Kurt Pegg is well-versed in both WATCH Manual and MUTCD requirements and is experienced in implementing the most complex traffic control plans.

He is unique in that he is able to implement dynamic traffic control, where he executes changes to the traffic control plan based on field conditions for maximum use of improvements and improved vehicular flow.

We also have an in-house traffic engineering design team which is available to work hand in hand with our construction support team to expedite approval of the Contractor's traffic control plan and to ensure complete compliance with the proposed phasing plan. Overall, our team will ensure that an approved traffic control plan is in place before the Contractor begins work.







## PROJECT APPROACH AND CONTROLS

CivilSource enforces the need to maintain an orderly and complete project file in conformance with the Caltrans Construction Manual, the basis for our standard filing procedures. The manual is also the basis for general communication and correspondence procedures. These procedures are applied to communication and correspondence with the entire project team. These expectations are well-known by our staff and routine contact provides verification of conformance.



### ***Schedule Control***

Our construction management and inspection team gives considerable attention to monitoring schedules. We will coordinate, review, and make recommendations for changes to the Critical Path Method schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be modified and updated schedules formulated. We will review the Contractor's schedule on a weekly basis. In addition, we will maintain an as-built/working schedule to reflect as-built conditions to date. The as-built/working schedule in turn serves as a powerful tool in analyzing time extension/delay claims.

### ***Cost Control & Reporting***

Cost Control is a key element of the project construction phase and must be thoroughly integrated with other control methods (scope change control, schedule control, and quality control) to ensure that the City receives proper value for all funds earmarked for the project.

Key elements of our cost control program include: establishment and maintenance of a project budget, value engineering and constructability reviews of project plans, sufficient vetting of owner requested or contractor generated changes, thorough review and evaluation of change order cost proposals, close monitoring of force account work, and regular maintenance of a Change Order Log. CivilSource can provide a monthly status report that will include work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.

### ***Quality Assurance/Quality Control (QA/QC)***

QA/QC is a top priority for CivilSource. To ensure contract compliance and avoid surprises, we will implement a comprehensive QA/QC program that will be monitored by Construction Manager Peter Salgado. Our process involves the following steps:

1. We will perform a thorough review of the contract document provisions, including submittal requirements. In addition, we will be thoroughly familiar with the City's administrative policies. This responsibility will include: a) checking plans and specifications against requirements with which problems have occurred on similar jobs; b) comparing elevations, grades, details, etc. shown on plans as existing, with those at the actual site; c) reporting all errors, omissions, deficiencies, etc. to the City; d) keeping a marked-up set of plans and specifications convenient for ready reference; and e)





anticipating the contractor's operations by reviewing the plans and specifications for each operation before it begins.

2. Before start of construction, we will discuss with the Contractor the definable features of work to ensure that documentation is complete, materials are on hand, and those who are to perform the work understand the scope of work.
3. At the onset of work, we will perform an initial inspection to determine whether or not the Contractor thoroughly understands and is capable of accomplishing the work as specified. Safety is also checked for proper implementation. The Construction Inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work which conforms to the contract requirements, City ordinances and Standard Specifications for Public Works. Unsatisfactory workmanship, materials, and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to ensure compliance with the contract documents.
4. We will conduct a monthly review of the as-built drawings and ensure that all items are considered in the changes of the Record Drawings including size, type, and location of existing and new utility lines; layout and schematic drawings of electrical circuits and piping; verification of alignment and cross sections; changes in location of equipment; etc.
5. Finally, we will review and approve the as-built drawings to complete the project turn-over and begin the warranty period.

### ***Best Management Practices***

The CivilSource team is well versed in NPDES requirements and is experienced in implementing best management practices.

We will monitor the establishment, maintenance and any requirement modification of the approved SWPPP/WQMP. Should the project specifications for developing the SWPPP be inadequate to support the project and meet current NPDES requirements, the CivilSource team can work closely with the design consultants to incorporate the required language into the project specifications to meet these goals.

### ***Customer Service***

Of critical importance to any project's successful completion is an effective and informative public outreach program that informs all affected residents, property owners, and motorists about construction impacts and possible traffic delays. CivilSource will pay close attention to serving the public and informing them of the City's improvement efforts. We have developed and successfully implemented a program to accomplish this task.

Additionally, CivilSource can establish a 24-hour toll-free construction hotline where residents or interested parties have the opportunity to ask questions or express their concerns about the project. When calling the hotline, the public will be connected to Amy Amirani, who spearheads our Public Outreach programs. We can also create a recorded message about project updates, as well as give callers the option to leave a message. Messages will be responded to within 24 hours. Finally, project information, updates and progress photos can be posted on the CivilSource website. In turn a link to the website can be posted on the City website. Following are examples of community notices and phone logs that we have prepared for the past projects.









### **Labor Compliance**

CivilSource stays up-to-date with changes in construction-related job classifications and associated wage rates. We offer clients expertise in working with contractors to resolve wage issues through problem solving consultations, show-cause meetings, or if necessary, the labor relations hearing process. Our ultimate goal is to resolve wage issues at the lowest level possible before it evolves into a significant project dispute; thereby protecting the City from any liability of wage restitution. The key labor standards objectives are:



- ✓ **Apply State and Davis-Bacon requirements properly.**

CivilSource will make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. We will also ensure that any exemptions or exceptions are identified.

- ✓ **Through education and advice, support contractor compliance with labor standards.** We will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance.
- ✓ **Monitor Contractor Performance.** CivilSource will perform reviews of certified payroll submission and other information to help ensure contractor compliance with State and Federal Davis-Bacon prevailing wage laws.
- ✓ **Investigate probable violations and complaints of underpayment.** CivilSource will thoroughly explore any evidence of violations, especially allegations of underpayment.
- ✓ **Pursue debarment and other available sanctions against repeat labor standards violators.** CivilSource will carry-out a no-tolerance policy toward contractors who violate prevailing wage laws.

Other project objectives include:

- ✓ Assisting project managers in meeting compliance goals on time and on budget.
- ✓ Conduct on-site inspections and communicate directly with construction workers.
- ✓ Facilitate wage corrections caused by misclassifications, underreporting of man-hours, incorrect apprentice ratios, and other labor compliance errors.
- ✓ Prepare labor compliance audits for hearings in violation disputes, and submit annual reports to all appropriate federal, state and local agencies.





## **SCOPE OF WORK**

CivilSource views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

### ***I. Project Start-Up, Coordination & Orientation Phase***

This phase is essential to establishing communications, setting protocols, and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, the engineering design team, the contractor, utility companies, and other interested parties, to the resolution of construction issues. Our Pre-Construction services can include:

- Review funding with the City to affirm the special requirements affecting the work, and identify accounting and reporting requirements that will be followed.
- Develop a project specific management plan that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the project. Ensure buy-in from all project members prior to the start of construction.
- Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, police and fire departments, home owner associations, and special districts.
- We will prepare a master project schedule and will follow up with contractor on a regular basis to make sure completion is within the scheduled time.
- Ensure that each member of our project team will have access to a mobile office which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.

### ***II. Construction Phase***

CivilSource will focus on the daily tasks that are required to ensure the contractor is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our Construction Phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics.

CivilSource will provide opportunities to have the contractor's questions answered and will collect all of the required submittal items at that time. Meeting agendas and minutes will be prepared and distributed to all attendees.





## Construction Management for Harbor Boulevard Widening Project

- Coordinate weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination shall also include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor and City staff for comments within three days and the final and approved minutes within two working days of receipt of comments.
- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Provide project coordination for project control during the construction period by monitoring the contractor's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents. Coordination will include ensuring that City activities (such as bus routes, street sweeping and trash pick-up) and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.
- Require the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates shall incorporate modifications and changes from all sources such as submittals, RFIs, field orders, etc.
- Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, Engineer, other agencies). Response to RFIs shall take no longer than 7 calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Ensure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. CivilSource will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process, and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- Review and recommend for approval the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.
- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers, and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance.





Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.

- Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs, differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All CivilSource personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.
- Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting, the daily construction reports as generated by the contractor(s). This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.
- Review and forward for approval the contractor Payment Applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted SOV and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- Enforce Labor Compliance requirements, including completion of federal Labor Compliance Pre-job checklist. CivilSource will ensure all certified payroll reports are submitted each month with the payment applications. We will use our in-house experts to review these reports, verify payroll amounts against wage reports, and then submit to City for filing. CivilSource will work with the contractor to correct any and all labor compliance violations.
- Ensure compliance with funding requirements set forth in pre-construction phase and assist City as necessary with reimbursement procedures.

### **Inspection**

Detailed and accurate quality control inspection of the contractor's work is required for successful project competition. Our Inspector will discuss any appropriate revisions to the contractor's methods and coordinate with the City's project manager and inspector at all times that work is progressing. Our Inspection services can include:





- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements; present any concerns during pre-construction meeting. Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain correspondence file and copy all contractor communications to City.
- Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual, and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and any major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be immediately delivered to the contractor for any and all deviations.
- Perform weekly progress photos and a video survey at project initiation. We will perform and will require the contractor to perform, and will review for completeness and quality, the essential photographic logging as required in this project. Documentation will be used for monthly reporting to City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey will also ensure that the site is returned to its original condition at the end of the construction period.
- We will maintain a digital photos library of significant construction activities. We will take additional photos to document differing site conditions, change orders and claim items. We will incorporate the photos taken by others in the overall photo documentation record of the project.
- Monitor utility coordination as set forth in pre-construction meeting reporting conflicts to City and recommending course of action.
- Ensure compliance to coordination plan set forth in project start-up to mitigate construction impacts to business and residents, altering and revising coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience, reporting problems to City.
- Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
- Ensure compliance with funding requirements set forth in pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to City. Ensure labor and hours reported by contracts match the daily dairy. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.





- Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract as well as times of dispute and notification, and action taken.
- Compile detailed punch-lists with City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with contractor for item completion. All punch-lists generated will include schedules for completion.
- Upon project completion, conduct final inspection, close-out permits including encroachment and construction/excavation, and prepare and submit as-built plans to City.

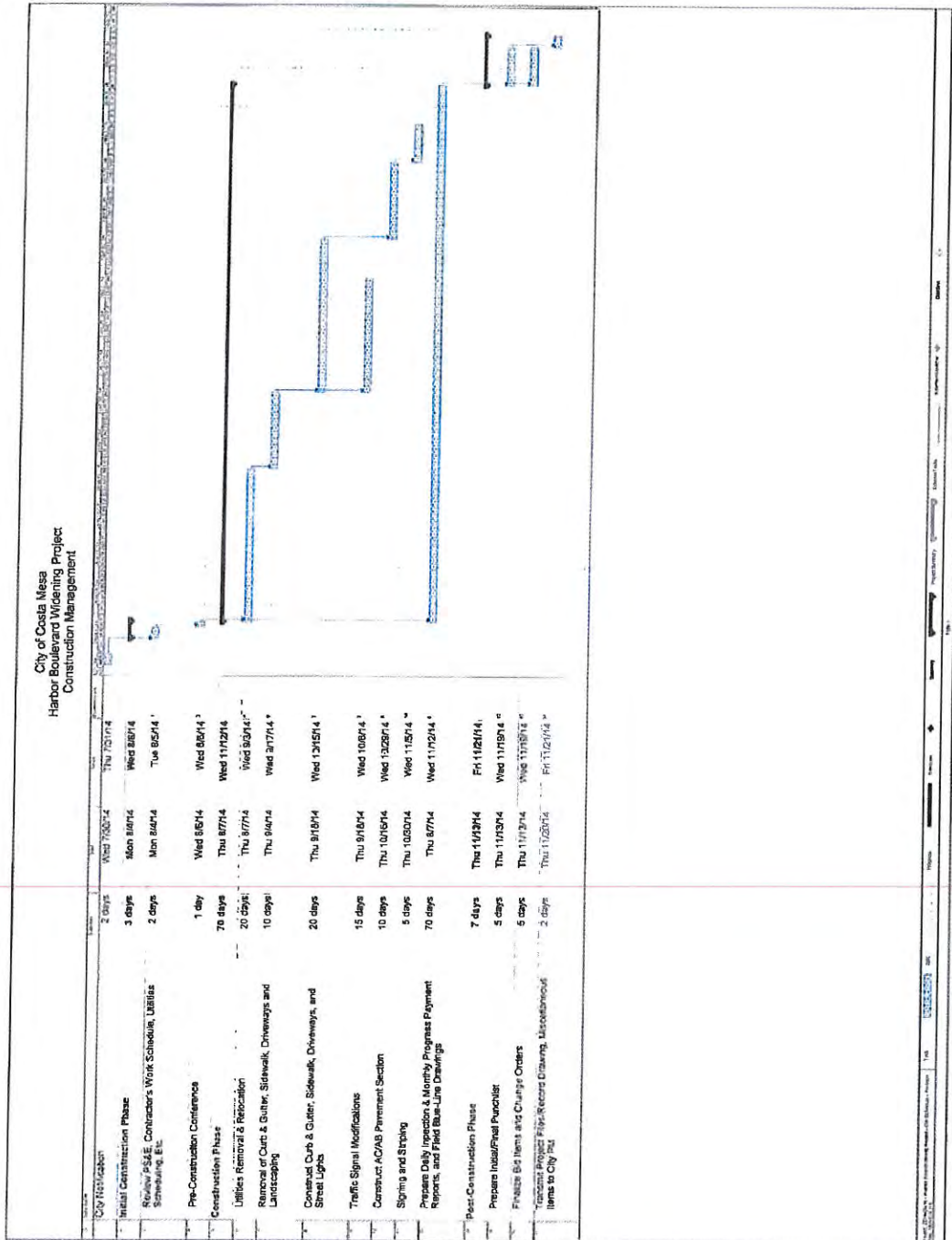
### **III. Post-Construction Phase**

CivilSource is committed to executing an expedient close-out schedule. We have had considerable success in outlining the requirements during the initial start of construction and monitoring progress on a monthly basis with milestones. Our philosophy on such projects is "Close-Out starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project close-out deliverables. Financial close-out is a critical activity and it is best to have the contractor negotiate final contract amounts once their subcontractors' scope of work is complete. Our Pre-Construction Phase services can include:

- Document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- Compile detailed punch-lists with City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, the Project Manager will conduct a punch-list walk-through with the Consultants to generate a second punch-list, if required. After completion of the consultant's punch list items, the Project Manager will conduct the official punch-list walk-through with City staff and the Engineer (and all subs if necessary) to generate the official and final punch list. All punch-lists generated will include schedules for completion.
- In the event contractor claims arise, act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in-house expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. Monitor the collection and completeness of the close-out packages for all components, and then turn in the final project records and documents to the City.
- Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City's Project Manager.
- Advise the City when it is appropriate to file the Notice to Completion based on all expired time and other conditions required.
- Review the contractor's Final Application for Payment for completeness and forward to City for approval.
- Maintain all relevant records for a minimum 3 years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.



# PROJECT SCHEDULE



**EXHIBIT C**  
**FEE SCHEDULE**



# FEE PROPOSAL - ESTIMATE

CITY OF COSTA MESA

Harbor Boulevard Widening project (90 working days)

Construction Management, Inspection & Labor Compliance Services

Task No.	TASK DESCRIPTION	TASK			Total Hrs. By Task	Total Fee
		CM/RE	INS	ADMIN		
	Hourly Bill Rate	\$120	\$98	\$65		
<b>1.0</b>	<b>Pre-Construction Phase</b>					
	Pre-Construction Meeting/Coordination	4	2	1	7	\$741
	Review of PSE/Field Review	4	4		8	\$872
	Control Documents/Field File	2		1	3	\$305
	<b>Subtotal Pre-Construction Phase</b>	<b>\$1,200</b>	<b>\$588</b>	<b>\$130</b>		<b>\$1,918</b>
<b>2.0</b>	<b>Inspection Services</b>					
	Provide on site inspection services		720		720	\$70,560
	<b>Subtotal Inspection Services</b>	<b>0</b>	<b>\$70,560</b>	<b>\$0</b>		<b>\$70,560</b>
<b>3.0</b>	<b>Construction Management</b>					
	Quality Control	40			40	\$4,800
	Progress meetings	36			36	\$4,320
	Coordinate and Prepare RFI	24			24	\$2,880
	Contractors Submittal Review	24			24	\$2,880
	Coordinate, review, and recommend for approval the contractor's CPM schedule	24			24	\$2,880
	Monitor contractor's maintenance of copies of all contracts, drawings, addenda, change orders, and other documents on site	24			24	\$2,880
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention	16			16	\$1,920
	Review and evaluate change orders, negotiate on behalf of the City	24			24	\$2,880
	Labor Compliance			30	30	\$1,950
	Review Contractor's progress payment and recommend for approval	16			16	\$1,920
	Coordinate Testing	8			8	\$960
	<b>Subtotal Construction Management</b>	<b>\$28,320</b>	<b>\$0</b>	<b>\$1,950</b>		<b>\$30,270</b>
<b>4.0</b>	<b>Close Out</b>					
	Compile Detail Punch List Items	4	4		8	\$872
	Coordinate Close Out Procedures	4	4	8	16	\$1,392
	Monitor completion of project records and as-built	2			2	\$240
	Oversee completion of the punch list items and final clean up before contractors demobilization	2	4		6	\$632
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification	2			2	\$240
	Final Progress Payment	2			2	\$240
	<b>Subtotal Close Out</b>	<b>\$1,920</b>	<b>\$1,176</b>	<b>\$520</b>		<b>\$3,616</b>
	<b>Total Hours</b>					
		262	738	40	1,040	
	<b>TOTAL FEE CONSTRUCTION MANAGEMENT</b>	<b>\$31,440</b>	<b>\$72,324</b>	<b>\$2,600</b>		<b>\$106,364</b>
<b>5.0</b>	<b>Construction Support Services</b>					
	Construction Support Services (CNC Engineering)					
	<b>TOTAL CONSTRUCTION SUPPORT SERVICES</b>					<b>\$14,000</b>

**LEGEND**

CM/RE = Construction Manager/Resident Engineer

INS = Inspector

Admin = Admin/Labor Compliance Officer

\*Optional Services

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE**



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

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**EXHIBIT E**  
**CITY COUNCIL POLICY 100-5**

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

**BACKGROUND**

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

**PURPOSE**

It is the purpose of this Policy to:

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

**POLICY**

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

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

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

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

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

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