

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

THIS AGREEMENT is made and entered into this 14th day of September, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a sole proprietor ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform professional engineering services to conduct field survey for several alleys in the City, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty Thousand Nine Hundred and Eighty Dollars (\$40,980.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) months, ending on October 31, 2014, 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 "F" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

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

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

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

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

[Redacted]

Chief Executive Officer

Date: 9/16/14

[Redacted]

Department Director

Date: 9.9.14

CONSULTANT

[Redacted]

Signature

Date: September 2, 2014

Leah Kabbara

Name and Title

[Redacted]

Social Security or Taxpayer ID Number

ATTEST:

[Redacted]

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



APPROVED AS TO FORM:

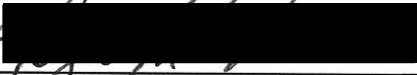


City Attorney

Date:

08/26/14

APPROVED AS TO INSURANCE:




Risk Management

Date:

9/3/14

APPROVED AS TO CONTENT:



Project Manager

Date:

9/8/14

EXHIBIT A
REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
TO CONDUCT FIELD SURVEY FOR
SEVERAL ALLEYS**

1. INTRODUCTION

The services required for the subject project consist of conducting field surveying and preparation of base maps for the following alleys:

- 1)Broadway Alley (Alley No. 88) located between Magnolia St. and Broadway from Raymond Ave. to Tustin Ave.
- 2)Broadway Alley (Alley No. 89) located between Magnolia St. and Broadway from Tustin Ave. to Irvine Blvd.
- 3)Magnolia St. Alley (Alley No. 94) located between 18th St. and Magnolia St. from Tustin Ave. to Irvine Blvd.
- 4)Flower St. Alley (Alley No. 81) located between Broadway and Flower St. from Tustin Ave. to Irvine Blvd.
- 5)Flower St. Alley (Alley No.77) located between Broadway and Flower St. from Orange Ave. to W'ly End.
- 6)Flower St. Alley (Alley No.78) located between Broadway and Flower St. from Orange Ave. to Westminster Ave.
- 7)Flower St. Alley (Alley No.79) located between Broadway and Flower St. from Westminster Ave. to Santa Ana Ave.
- 8)19th St. Alley (Alley No. 70) located between 19th St. and Flower St. from Orange Ave. to Westminster Ave.
- 9)19th St. Alley (Alley No. 71) located between 19th St. and Flower St. from Westminster Ave. to Santa Ana Ave.
- 10)Newport Blvd. Alley (Alley No. 42) located between Newport Blvd and Harbor Blvd from 19th St. to Harbor Blvd.
- 11)Fair Drive Alley (Alley No. 46) located between Fair Dr. and Clearbrook Lane from Vanguard Way to W'ly End.

The consultant's key project staff must have at least five (5) years prior experience in the ALTA field survey and preparation of base maps for similar types of projects. All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

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

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

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

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

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

4. FEE PROPOSAL

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used for each alley. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increased during the contract duration.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

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

6. PROFESSIONAL SERVICES AGREEMENT

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

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

7. INSURANCE REQUIREMENTS

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

Additional and primary Insurance endorsements shall include City of Costa Mesa

8. SCOPE OF CONSULTANT SERVICES

A. Design Survey

The consultant shall provide the following minimum survey information:

The Consultant shall collect field survey data necessary for the design of the proposed improvements along the alleyways which shall include the preparation of topographic base mapping through field survey methods. The field survey data shall be compiled to develop a topographic base map of the project area.

Provide detailed cross sections (minimum at 25 foot-intervals) to extend to the alleyways right-of-way or beyond if need be. All cross-sections will acquire data at major grade break lines and features such as edge of right-of-way, walls, buildings, sidewalks, curbs, edge of pavement, and will also acquire all utility appurtenant devices, manholes, power poles and hand holes as well as street signage.

The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The consultant shall survey 20 feet beyond right-of-way (on private property) behind WCRs.

The consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5' intervals.

Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.

Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.

The consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.

The consultant shall extend the limits of survey 100' (both directions) onto the cross streets (the entire width of the street) including curb & gutters, cross gutters, edge of the gutter, finish surface at the centerline and lane line, etc.

Field survey information shall also include all features within and around the project area, and the existing alleyways profile and pavement limits. The consultants shall perform detailed surveying work, including the tie-out of any and all existing survey centerline and property corner monuments that could be disturbed and affected by the proposed work.

B. Final Deliverable Project Documents

Base maps shall be prepared at a scale of 1"=20', contour interval of 0.5'. The survey topography shall be submitted in ASC II and AutoCAD Civil 3D dwg format on CD-ROM and a hard copy plot provided using AutoCAD Civil 3D showing existing finished survey. Survey points with coordinates, elevations, and description key shall be AutoCAD Civil 3D Standard Survey Descriptions only, no other survey description will be allowed.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

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

11. SUMMARY

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

**EXHIBIT B
CONSULTANT'S PROPOSAL**

PROJECT UNDERSTANDING

Kabbara Engineering's comprehensive understanding of the key design issues for this project is based on a diligent review of the City's RFP, a thorough understanding of the City of Costa Mesa's survey and design standards and requirements, review of existing as-built improvement plans, and a field review and reconnaissance of existing project site conditions. This foundation of knowledge coupled with the Kabbara Engineering Team's over 25-years of multi-disciplinary experience completing similar street and alley projects for Costa Mesa since 1995, and other local agencies in Los Angeles and Orange Counties, and our in-house technical expertise, will ensure that this project is efficiently executed within the required time frame.

PROJECT LOCATION AND BACKGROUND

This project consists of field surveying and base map preparation for the future design of rehabilitation improvements for eleven (11) various public Alleys located in the City of Costa Mesa, County of Orange, State of California.

This project limits are described as follows:

PROJECT DESCRIPTION					
<i>No.</i>	<i>ALLEY NO.</i>	<i>ALLEY NAME</i>	<i>APPROXIMATE LENGTH</i>	<i>LIMITS FROM</i>	<i>LIMITS TO</i>
1	88	Broadway Alley (between Magnolia St. and Broadway)	640 l.f.	Raymond Avenue	Tustin Avenue
2	89	Broadway Alley (between Magnolia St. and Broadway)	1,300 l.f.	Tustin Avenue	Irvine Boulevard
3	94	Magnolia Street Alley (between 18 th St. and Magnolia St.)	1,300 l.f.	Tustin Avenue	Irvine Boulevard
4	81	Flower Street Alley (between Broadway and Flower St.)	1,300 l.f.	Tustin Avenue	Irvine Boulevard
5	77	Flower Street Alley (between Broadway and Flower St.)	600 l.f.	Orange Avenue	Westerly End
6	78	Flower Street Alley (between Broadway and Flower St.)	675 l.f.	Orange Avenue	Westminster Avenue

7	79	Flower Street Alley (between Broadway and Flower St.)	650 l.f.	Westminster Avenue	Santa Ana Avenue
8	70	19 th Street Alley (between 19 th St. and Flower St.)	650 l.f.	Orange Avenue	Westminster Avenue
9	71	19 th Street Alley (between 19 th St. and Flower St.)	700 l.f.	Westminster Avenue	Santa Ana Avenue
10	42	Newport Boulevard Alley (between Newport Blvd. and Harbor Blvd.)	700 l.f.	19 th Street	Harbor Boulevard
11	46	Fair Drive Alley (between Fair Dr. and Clearbrook Ln.)	530 l.f.	Vanguard Way	Westerly End
		TOTAL	9,045 l.f.		

OUR PROVEN APPROACH

Kabbara Engineering’s approach to successfully executing the proposed services is based on a proactive management approach that allows our team to serve as a direct extension of the City staff. Our strong commitment to total quality assurance follows a proven path of work elements and tasks which are anchored in our knowledge and experience with capital improvement survey, design, construction principles, funding compliance, and jurisdictional agency requirements.

This project includes professional engineering and surveying services for field surveying and base map preparation, as required for the future design of pavement rehabilitation improvements for several alleys as a part of the City’s alley improvement program.

Kabbara Engineering is committed to meeting our client’s project schedules. Our excellent record of project schedule and cost compliance is based on the following three-point plan:

Project Planning

We feel that project planning is a vital first step to reach our goal “project completion on-time”. In planning a project, we will thoroughly define the mutually agreed upon project goals and requirements and break down the project into the tasks. Utilizing the Critical Path Method we rank each task, determine the resource requirements to accomplish each task, review any time constraint and allocate the necessary resources for maximum efficiency. Project tasks, responsibilities and goals will be clearly communicated and understood at all staff levels, as required to collaboratively develop the design for the project with the Client. Good planning is only the first step to accomplish our goal of ensuring schedule and budget compliance.

Project Tracking

We are constantly striving to meet all of the project time constraints through constant monitoring and tracking. To help us with this task, we use computers with the latest in project scheduling and tracking software to adhere to the project schedule. These tools allow us to manage our resources efficiently and adjust our planned course of action to meet the project schedule.

Communication

Clear communication between our design team our client is of the vital importance for all projects. We strive to keep our clients informed of the project schedule and design progress through our "STATUS REPORTS" which are provided in hard copy and will regularly be available and updated for the City's Project Manager on our secured access web site. These reports will identify any potential problems early on and help secure solutions. Status reports are prepared on a monthly or bi-weekly time frame depending on the client's needs and the project requirements.

The Kabbara Engineering team has prepared field surveys, base maps and alley improvement design for the City of Costa Mesa, since 1995. Our extensive design experience allows us to deliver a professional engineering and surveying product that provides all technical details necessary for the design and construction of these future alley improvements. The goal is to improve the alley surface and drainage conditions, and mitigate any existing flooding problems within each alley R/W.

The proposed improvements for the project Alleys include clearing, grubbing and removal of existing vegetation, dirt, gravel, asphalt, aggregate base materials, P.C.C. gutters, and miscellaneous concrete pavement within the project limits. New improvements are anticipated to include construction of new Portland Cement Concrete or Asphalt concrete pavement, with new concrete V-gutters as required for drainage purposes, and the removal and reconstruction of alley intersections, sidewalks, curb ramps and miscellaneous concrete improvements where required for ADA access, and if necessary as required to achieve positive drainage on private properties.

Special consideration will be given to the location and identification of existing surface utilities and join conditions on adjacent private properties as required to design and maintain access, which will be important factors in selection of the pavement section and materials for the subject improvements.

Design Survey and Base Map Preparation

Kabbara Engineering professional staff of surveyors and chainmen, will perform all surveys required for the future design of these alley rehabilitation projects. Our survey team will establish control as prescribed by the City of Costa Mesa, per professional land surveying standards, utilizing the horizontal and vertical control available in the immediate area:

- Horizontal Control: NAD 83 California Coordinate System, Zone VI, Orange County Surveyor (OCS) Adjustment with ground values, rotated to a bearing as shown on the latest record Tract Map, Parcel Map or Record of Survey in the project area. We anticipate that OCS horizontal control point numbers 6234, 6235, 6203, 6204, 6148 and 6155 will be utilized for this survey project.
- Vertical Control: NAVD88 based on OCS Adjustment. We anticipate that OCS Benchmark Numbers CM-31-81, 1F-120-69 and CM-48-89.

We will perform records research through the County of Orange, Caltrans and the City of Costa Mesa, for existing record land boundary maps and centerline monuments, including center line tie notes for each alley and the adjoining streets. We will compile a record boundary map for each alley, including rights-of-way, property lines, addresses, and assessor parcel numbers to be used as the base for the topographic field survey data and information.

Due to the proximity of established horizontal and vertical control points, by OCS, we do not anticipate that temporary control points will be required for this project. Temporary control points, if requested by the City, may be established in areas that will survive the construction process and will be durable in nature, suitable for usage when construction begins.

A field review will be conducted as necessary to ensure the accuracy of the topographic base maps, prior to submittal of the final deliverables to the City.

Due to the typical narrow widths of these alleys, we have included base map preparation at 10 scale, instead of 20 scale, which has typically been required by the City on all past projects, in order to more clearly identify and indicate the limits and details of existing improvements and proposed construction.

Our review of the following as-built reference plans indicates the condition of each alley:

EXISTING CONDITIONS					
<i>No.</i>	<i>ALLEY NO.</i>	<i>ALLEY NAME</i>	<i>CITY AS-BUILT PLAN NO.</i>	<i>R/W WIDTH</i>	<i>EX. STRUCTURAL SECTION</i>
1	88	Broadway Alley (between Magnolia St. and Broadway)	61-30.1 (1961)	20'	2" AC / 4" AB
2	89	Broadway Alley (between Magnolia St. and Broadway)	67-4.3 (1967)	20'	2" AC / 4" AB
3	94	Magnolia Street Alley (between 18 th St. and Magnolia St.)	67-4.2 (1967)	20'	2" AC / 4" AB
4	81	Flower Street Alley (between Broadway and Flower St.)	67-4.4 (1967)	20'	2" AC / 4" AB
5	77	Flower Street Alley (between Broadway and Flower St.)	79-19.1 (1979)	17.5'	3" AC / 6" AB
6	78	Flower Street Alley (between Broadway and Flower St.)	62-46.1 (1962)	15'	2" AC / 4" AB
7	79	Flower Street Alley (between Broadway and Flower St.)	62-45.1 (1962)	15'	2" AC / 4" AB
8	70	19 th Street Alley (between 19 th St. and Flower St.)	62-48.1 (1962)	15'	2" AC / 4" AB
9	71	19 th Street Alley (between 19 th St. and Flower St.)	62-47.1 (1962)	15'	2" AC / 4" AB
10	42	Newport Boulevard Alley (between Newport Blvd. and Harbor Blvd.)	64-30.1 (1964)	Varies 16.81'-20'	2" AC / 4" AB
11	46	Fair Drive Alley (between Fair Dr. and Clearbrook Ln.)	64-7.2 (1963)	20'	2" AC / 4" AB

We performed a preliminary field review of all the project alleys to evaluate existing conditions and to reassess the drainage, ingress and egress issues, and the anticipated limits of construction. Our review of our brief field visit indicates the following:

All of the Project alleys are fully improved with asphalt concrete pavement and a P.C.C. ribbon gutter located at approximately the center of each alley right-of-way.



Alley No. 94



Alley No. 78

The existing pavement and improvements are generally in moderate to poor condition, and exhibit moderate to severe alligating, longitudinal and lateral cracking, pumping, areas of standing water, trenching, patching and rutting, and some potholes.

Field Survey for Ingress/Egress Issues:

There are many existing garages, carports, trash enclosures, gates, parking lots, and driveways which maintain access to both sides of each project alley. Therefore, our field survey includes locating and elevating join conditions at the right-of-way, as well as join conditions beyond the R/W on private properties where ingress and egress needs to be maintained during construction. Maintaining access to the all existing garages and driveways on each side of this Alley, and protecting the stability of the existing block wall, building walls and fences each side will be critical to the final design of any proposed improvements.

With the exception of Alley No. 10, which serves a combination of commercial and retail uses, all of the alleys serve primarily single family and multi-family residential and apartment neighborhoods. Alley No. 11 also borders Civic Center Park.



Alley No. 10

Field Survey for Drainage Issues:

It appears that the majority of the drainage in each alley surface flows in the easterly direction with very flat longitudinal slopes. Our field survey will confirm existing drainage patterns and provide cross sections with flowline elevations 25-foot intervals as required for design purposes.

Field Survey for ADA Compliance Issues:

Special consideration will be given to the condition of alley entrances and existing and proposed sidewalk path of travel, and curb ramp locations. Field survey will be provided as required to ensure ADA compliance of existing improvements, and/or elevations necessary for the design and construction of ADA compliant sidewalks, including a flat area (2%) at the back of the approach for sidewalk path of travel requirements, and curb ramps.

Field Survey of Surface Utilities

Our research and field review indicated and there was visible evidence of various existing surface and underground utilities within each project alley, including existing power poles, guy wires, and overhead lines, sewer manholes and sewer laterals, pullboxes, water mains, water meters and services, water valves, and other miscellaneous facilities. Our field survey will provide for the identification, location and elevation of all surface utilities within each alley limits. Research and coordination for the location of existing underground utilities, is not included herewith, but is available as an optional service, if required by the City.

Monumentation

Our field review found evidence of some existing survey monuments within the project limits. We anticipate that the Contractor will be able to protect the existing monuments in place, and that requirements for the Contractor to establish new centerline ties after construction will be included in the project specifications and bid schedule for the projects, as part of the future design phase of this project.

Quality Assurance

Kabbara Engineering is committed to Quality Assurance on every project we undertake. We understand that an effective Quality Assurance Plan has a direct and positive effect on the success of a project.

Our attention to details and standard Quality Assurance practices ensure that the project survey and base mapping deliverables are thoroughly checked for conformance to the City requirements and professional mapping standards, at each project milestone.

This plan, along with a highly qualified technical staff who are experienced in alley survey, design and improvement projects, and are committed to excellent client service, will assure the success of your project.

SCOPE OF WORK

In an effort to expedite and maintain the City's schedule, we have developed a work plan outlining the following required steps necessary to complete this project:

A. Design Survey

1. Analyze the project and research, compile and review all available documents provided by the City of Costa Mesa, obtain and review all necessary documents and maps (as required) from the County of Orange and Caltrans.
2. Perform field survey to identify existing topographic features and improvements, and to provide cross sections at 25 foot intervals including elevations of join lines, top of curb, gutter flowline, lip of gutter, finished surface at centerline, EG, EP, driveways including TX and BX, cross gutters, curb returns, ramps and all angle points and grade breaks as required for design purposes. Cross sections shall extend 20 feet beyond the right-of-way at 5 foot intervals as required to provide adequate join elevations at driveways and alley entrances, and 20 feet beyond the right-of-way at wheel chair ramps. Also includes 25 foot cross sections on cross streets to 100 feet beyond the curb returns in both directions. Locate and identify horizontal and vertical control used (Orange County benchmark).
3. Prepare Base Plans using computer aided drafting, and the field topographic survey data (AutoCAD). Plot existing utilities, right-of-ways, property lines, addresses, and site specific surface topographic features required for design at (H) 1"=10', (V) 1"=1' scale, plan and profile for the project alleys, on City of Costa Mesa Standard Title Block Sheets.
4. **Submit Base Maps to City, on 22"x34" Bond and in digital format on a flash drive using AutoCAD Civil 3D, including survey data in ASCII format, for final approval.**

OPTIONAL SERVICES:

1. *Notify Utility Companies to obtain record documents, and Plot Existing Underground Utilities on Base Maps.*
2. *Prepare preliminary cross sections at 25 foot intervals for each Alley at 1"=10'(H), 1"=1'(V) scale showing existing improvements, elevations and cross-fall gradients.*

EXHIBIT C
FEE SCHEDULE

K A B B A R A E N G I N E E R I N G
CIVIL ENGINEERING • LAND SURVEYING

August 1, 2014

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

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

Subject: Fee Proposal to Provide Professional Engineering Services to Conduct Field Survey for Several Alleys

Dear Ms. Fazeli,

Attached herewith for your review and consideration is our fee proposal per the attached scope of work and Man-Hour Fee Schedule for Professional Engineering & Design Services for the subject Alley survey and base mapping projects in the City of Costa Mesa. Our total lump sum fee proposal for the subject project is as follows:

Description	Total Fee
Field Survey for Several Alleys	
Kabbara Engineering	\$ 40,980.00
TOTAL LUMP SUM FEE	\$ 40,980.00

Please note that payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of Costa Mesa. Thank you for the opportunity to be of service. We look forward to working with you on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING



Leah Kabbara, P.E.
PRINCIPAL ENGINEER

EXHIBIT D
PROJECT SCHEDULE

PROJECT SCHEDULE

for CITY OF COSTA MESA PROFESSIONAL ENGINEERING SERVICES TO CONDUCT FIELD SURVEYING FOR SEVERAL ALLEYS

ID	Task Name	Duration	Start	Finish	Qtr 3, 2014			Qtr 4, 2014	
					Aug	Sep	Oct	Nov	
1	KICKOFF MEETING	1 day	Wed 9/17/14	Wed 9/17/14	◆ 9/17				
2	RESEARCH & REVIEW	3 days	Thu 9/18/14	Mon 9/22/14					
3	FIELD SURVEY	12 days	Tue 9/23/14	Wed 10/8/14					
4	BASE MAPS & CROSS SECTIONS	16 days	Thu 10/9/14	Thu 10/30/14					
5	DELIVER FINAL BASE MAPS AND CROSS SECTIONS WITH DIGITAL FILES TO CITY FOR APPROVAL	1 day	Fri 10/31/14	Fri 10/31/14					◆ 10/31

Task

Critical Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

NAME/ACCOUNT/BUDGET
Field Survey for Several Alleys/ \$

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.

**EXHIBIT F
CERTIFICATES OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company	
	PHONE (A/C, No, Ext): 949-242-9240	FAX (A/C, No):
www.risk-strategies.com	E-MAIL ADDRESS: syoung@risk-strategies.com	
CA DOI License No. 0F06675	INSURER(S) AFFORDING COVERAGE	
INSURED Kabbara Engineering 121 N. Harwood St. Orange CA 92866-1628	INSURER A : Citizens Insurance Co. of America	NAIC # 31534
	INSURER B : Hanover American Insurance Co.	36064
	INSURER C : Travelers Casualty & Surety Company of America	31194
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 21148777

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	OB39087287	6/1/2014	6/1/2015	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OB39087287	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WZ39117321	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability		79AE002105131	8/3/2014	8/3/2016	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Professional Engineering Services to Conduct Field Survey for Several Alleys. The City of Costa Mesa, its elected and appointed boards, officers, agents and employees are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Costa Mesa
Public Services/Engineering
Attn: Fariba Fazeli, P.E., City Engineer
P.O. Box 1200
Costa Mesa CA 92628-1200

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(BSTN) Mike Christian

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

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured.

We will not seek contribution from any other insurance available to the Additional Insured except:

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

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability.**

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

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

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

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

c. Method Of Sharing

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

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

III. Aggregate Limit of Insurance (Per Project)

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

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

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

- a. "Your project" means:

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

IV. Blanket Waiver of Subrogation

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

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".