

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH AKAL CONSULTANTS**

THIS AGREEMENT is made and entered into this 8th day of May, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AKAL CONSULTANTS dba AAHK, INC, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform Caltrans Environmental Study E76 Preparation, 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. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

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

- (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 Twenty-Seven Thousand, Thirty Dollars (\$27,030.00).

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 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 13 months, ending on June 30, 2016, 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 "E" 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 CEO 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:

AKAL Consultants
34 Monserrat Place
Foothill Ranch, CA 92610
Tel: (949) 586-1006
Fax: N/A
Attn: Kanwal Singh

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5303
Fax: (714) 754-5028
Attn: Robert Staples

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 "F" 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


Chief Executive Officer

Date: 5/12/15

CONSULTANT


Signature

Date: 5-5-2015

KANWAL J. SINGH, PRINCIPAL ENGINEER
Name and Title


Social Security or Taxpayer ID Number

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Date: 04/29/15

APPROVED AS TO INSURANCE:



Risk Management

Date: 5/4/15

APPROVED AS TO CONTENT:



Robert Staples, Project Manager

Date: 4/22/15

DEPARTMENTAL APPROVAL



Ernesto Munoz, Director of Public Services

Date: 5.8.15

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

February 3, 2015

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES TO PREPARE A CALTRANS PRELIMINARY ENVIRONMENTAL STUDY AND APPROPRIATE NEPA DOCUMENTS FOR THE BEAR STREET AND BRISTOL STREET ARTERIAL PAVEMENT MANAGEMENT GRANT FUNDED PROJECTS

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the preparation of a Caltrans Preliminary Environmental Study (PES) and appropriate National Environmental Policy Act (NEPA) documents for the Bear Street and Bristol Street pavement overlay projects.

I. INTRODUCTION

The City of Costa Mesa's Public Services Department has received two Arterial Pavement Management (APM) grants from the Orange County Transportation Authority (OCTA). The grants will partially fund the overlay of 4.27 lane miles on Bristol Street from the 405 Freeway to Randolph Avenue and 3.1 lane miles on Bear Street from the 405 Freeway to Wakeham Place. The Arterial Pavement Management (APM) Program has been developed to address pavement maintenance in Orange County. Specifically, the APM Program is designed to fund pavement preservation, rehabilitation, and/or reconstruction projects for federally eligible projects on the Master Plan of Arterial Highway (MPAH).

The selected consultant will be required to prepare all documents required for the APM funded projects for submittal to Caltrans to obtain NEPA and E-76 approval prior to November 1, 2015. Authorization to proceed (E-76 request) must be submitted to Caltrans District 12 and copied to OCTA prior to any construction activities. The E-76 will cover both projects which will then be bid as one construction project.

A. General Goals:

The City of Costa Mesa is seeking a consultant with a strong background in preparing and coordinating approval of E-76 fund obligation packages and NEPA documents to Caltrans.

B. Minimum Consultant Qualifications:

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

II. CONTENT OF PROPOSAL

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

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work that you feel are necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
 1. Cover letter stating the total lump sum fee.
 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks and number of hours assigned for specific personnel, along with their fully-burdened hourly rates. The fully-burdened hourly rates shall include direct salary costs, employee benefits, overhead and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

Please submit three copies of the project proposal and one copy of the fee proposal by February 26, 2015, 5:00 p.m. to:

**Robert Staples, Contract Administrator
City of Costa Mesa
Public Services Department
77 Fair Drive
Costa Mesa, CA 92628**

Contact 714.754.5303 or robert.staples@costamesaca.gov for questions regarding this RFP.

III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of at least four members who have acted in the capacity of Project Manager.

IV. ESTABLISHMENT OF FEES

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

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the required Professional Services Agreement is enclosed for your information (Exhibit A). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

VI. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference (Exhibit B). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF WORK

A. Project Analysis and Review

Analyze the project, research existing plans and records, and meet with City staff to define the detailed project scope and objectives. Meet periodically with City staff and other agencies involved, during the progress of the project for appropriate guidance and coordination.

B. Deliverables

- 1. Preparation of Preliminary Environmental Study (PES) Form for NEPA approval.
- 2. Prepare CTC Vote Allocation package for approval from OCTA, Caltrans, and CTC.
- 3. Prepare E76 fund obligation package for approval from Caltrans.
- 4. Obtain approval of obligation of grant funds from Caltrans.

VIII. CITY RESPONSIBILITIES

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

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

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

X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information, and/or any aspect of a proposal, prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

XI. SUMMARY

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

Attachments: Exhibit A – Professional Services Agreement

This Agreement template is for informational purposes only and is intended for use as an example to vendors showing the City's requirements. When making a request, please submit only the Request form, above, and supporting documents.

**PROFESSIONAL SERVICES AGREEMENT
FOR**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to have Consultant perform _____ as described herein below; 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 specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. 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. 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.

1.4. 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 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.

1.6. 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.

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 compensation shall in no case exceed _____ Dollars (\$_____.00).

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

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. 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 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 ___ (X) year, ending on _____, 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 as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to,

finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. 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 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:

Tel:
Fax:
Attn:

IF TO CITY:

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

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 "C" 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 shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

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

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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 of the City of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

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

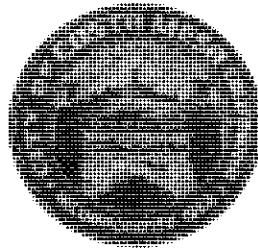
- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made 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 B
CONSULTANT'S PROPOSAL**

**Proposal to Provide “Professional Services to
Prepare a Caltrans Preliminary Environmental Study and
E76 Fund Obligation Documents for the Bear Street and
Bristol Street Arterial Pavement Management Grant
Funded Projects”**

Prepared for:

CITY OF COSTA MESA



77 Fair Drive
Costa Mesa, California 92628

Prepared by:

AKAL Consultants
34 Monserrat Place
Foothill Ranch, CA 92610-1906
(949) 586-1006

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AKAL Proposal for “Prepare Documents for Bear Street and Bristol Street APM Rehabilitation Projects”

PROPOSAL

1. COMPANY PROFILE (Background and Experience):

AKAL Consultants provides wide-variety of quality professional engineering services to public agencies for their streets and roads improvement projects including project planning, preparation of grant applications, preliminary environmental study (PES) forms for National Environmental Protection Act (NEPA) documentation, federal-aid E76 funds obligation packages, California Transportation Commission (CTC) vote allocation packages, contract award submittals, reimbursement invoices, project closing and civil design of roadway improvement and rehabilitation projects. Majority of the projects range from under \$1 million to over several million dollars. Kanwal J. Singh, Principal, is a registered professional civil engineer in the State of California and has 30 years of broad-based experience in the Civil Engineering field working both with private organizations and public agencies.

AKAL Consultants has been in business since 2007 and is a dba of AAHK, Inc a California Corporation established in 2003. Prior to establishing AKAL Consultants Mr. Singh worked with OCTA, Caltrans and private design and consulting companies. AKAL Consultants is located in the City of Lake Forest (Foothill Ranch area), Orange County and in addition to the company staff utilizes services of experienced qualified independent sub consultants to provide support on as needed basis.

Project Services (Brief list of AKAL Services)

AKAL Consultants provides services to Public Agencies and Private Sector in project planning; project management; civil and structural design of public works projects and commercial developments; construction management; and project closing.

Given below is a partial list of professional services offered to the Public Agencies and Private Industry.

- Prepare federal-aid E76 fund obligation packages for Local Agencies and coordinate approval process with Caltrans and FHWA
- Prepare environmental "PES" forms for federal-aid projects for NEPA Environmental documentation and coordinate approval process with Caltrans and FHWA
- Design of public works roadway improvements and rehabilitation projects
- Prepare CTC Vote Allocation Packages for federal-aid transportation enhancements (TE) Projects
- Prepare Initial Site Assessment (ISA) and Site Investigation (SI) reports
- Prepare “Contract Award Packages” for Federal-aid and State-aid projects
- Prepare Final reports and/or progress payment requests for Federal-aid, State and Local Measure M funded projects
- Coordinate permit process with Caltrans and other regulating agencies
- Assist Agencies with project audits
- Prepare project funding applications for Federal-aid, State and Measure M funds

AKAL Proposal for “Prepare Documents for Bear Street and Bristol Street APM Rehabilitation Projects”

- Project management and coordination services for planning, design, right-of-way and construction phases
- Prepare final reports and/or initial payment reimbursement requests for Measure M allocations
- Construction management and project closing

Financial Condition:

AKAL Consultants is in good financial condition and generates positive cash flow from on-going operations. There are no liens or pending litigation against the company. Company has no long term or short term debt or unpaid tax obligations. Company overhead is reasonable.

2. PROJECT UNDERSTANDING and WORK PLAN:

Project Understanding

We have carefully reviewed the Bear Street and Bristol Street Rehabilitation projects RFP, proposed project improvements and supporting information provided by the City. City intends to implement the roadway rehabilitation within the project limits (existing City Street right of way) utilizing federal-aid Arterial Pavement Management (APM) and local city funds.

To utilize federal-aid funds on this project, City will need to follow the Federal funding guidelines for these proposed projects including obtaining approval of environmental PES Forms (NEPA documentation), right-of-way certification and E76 fund obligation packages from Caltrans; preparation of complete Plans, Specification and Estimate (PS&E) and contract documents to comply with federal funding guidelines. City can advertise the projects for construction work only after obtaining approval of the E76 from Caltrans and FHWA for the construction phase. Project specifications will be developed to meet City’s requirement to advertise both projects together as one project or as individual stand-alone projects. CTC Allocation vote for these APM funded projects is not required. Caltrans encroachment permits for implementation of temporary traffic control measures may be required for both of these projects.

AKAL Consultants specializing in assisting the cities in Orange County in preparing and coordinating approval of PES Forms for NEPA documentation, Right-of-way certifications, E76 fund obligation packages including design of roadway projects and CTC Vote allocation packages for these types of roadway rehabilitation projects.

Work Plan/ Scope of Work

The following tasks will need to be performed for approval of the E76 fund obligation packages for the Bear Street and Bristol Street Rehabilitation projects:

- Preparation of Preliminary Environmental Study (PES) Form for NEPA approval
- According to the current APM funding guidelines CTC Vote Allocation package is **not** required
- Prepare PS&E packages in compliance with Federal funding and Caltrans guidelines including developing project specific Disadvantaged Business Enterprise (DBE) goals
- Prepare Right-of-Way Certification including Project Engineer’s Utility Certification
- Prepare E76 fund obligation package for approval from Caltrans and FHWA

AKAL Proposal for “Prepare Documents for Bear Street and Bristol Street APM Rehabilitation Projects”

The following additional tasks may need to be completed for E76 fund obligation packages:

- Obtain Caltrans encroachment permits for implementation of temporary traffic control measures within the Caltrans Right-of-way during construction phase.

AKAL Consultants proposes to perform the following tasks for **each** proposed rehabilitation project:

Task 1 - Preliminary Environmental Study (PES) Form:

- Review project file including approved project grant application.
- Perform visual field survey of the project site.
- Review databases in regulatory agencies websites for leaky underground storage tanks (LUST), historical properties/landmarks within and immediately adjacent to the project construction area.
- Prepare Preliminary Environmental Studies (PES) Form for NEPA documentation.
- Coordinate review and approval of PES form with Caltrans Local Assistance and Environmental Units.
- Provide draft correspondence letters for requesting information from resource agencies, if needed.
- Conduct field survey of the project site with Caltrans Environmental unit.
- Provide responses to review comments, if any, from Caltrans Local Assistance and Environmental units.

Based on the current scope of work for this project, we do not anticipate any elaborate technical studies for these projects. However, Caltrans staff will make a final determination of the level of the environmental documentation and the need, if any, for any technical studies. Preparation of technical studies, if required, is **not included** in the current scope of work.

Task 2 - PS&E Package and Project Specific DBE Goal

- Conduct project development team meetings with the City staff and obtain available project data.
- Perform field survey to establish horizontal and vertical alignments for base maps.
- Collect existing utility data and provide utility information in the project engineer’s certification sheet within the project limits.
- Develop street rehabilitation plans, cross sections, details for improvements to existing roadway; curb & gutter; traffic striping plans; and construction/reconstruction/modifications to curb ramps for compliance with ADA guidelines, as needed within the project limits.
- Prepare project technical specifications; incorporate technical specifications and federal provisions in the City’s standard provisions.
- Prepare Engineer’s estimate based on detailed quantity take-offs from the final project plans and current market unit prices.
- Prepare project specific DBE goal per Caltrans LAPM guidelines.

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Task 3 – Right-of-way Certification

- Prepare Right-of-Way Certification as per Caltrans LAPM guidelines for approval from Caltrans.
- Prepare Project Engineer’s Utility Certification.
- Coordinate submittal and approval process with Caltrans.
- Respond to Caltrans review comments, if any.

Task 4 – E76 Fund Obligation Package:

- Review project file including approved grant application for project funding information.
- Prepare E76 fund obligation package as per project funding guidelines and in accordance with Caltrans’ LAPM including right of way certification.
- Complete PS&E package, project specific DBE goal calculations and Right-of-Way Certification need to be submitted to Caltrans along with the E76 paperwork for obligation of funds.
- Review completed PS&E package contract language for compliance with project federal-aid APM funding guidelines.
- Explain the E76 package details to the City personnel as requested.
- Coordinate review and approval of obligation of project grant funds with Caltrans Local Assistance Unit as required.
- Provide responses to Caltrans review comments, if any.

Task 5 – Caltrans Encroachment Permit [Optional Task, if Needed]

- Prepare Caltrans encroachment permit application.
- Attend meetings with Caltrans permits unit and the City staff on an as needed basis.
- Coordinate review and approval process with Caltrans Permits Unit.
- Provide responses to Caltrans reviewer’s comments, if any.
- Provide a copy of the encroachment permit to Caltrans Local Assistance Unit.

Task 6 - CTC Allocation Package [Not needed per current APM funding guidelines]

**AKAL Proposal for "Prepare Documents for Bear Street
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3. PROJECT MANAGER and STAFFING:

Project Manager - Kanwal J. Singh, M.S., P.E.

Kanwal J. Singh, P.E., Principal Engineer of AKAL Consultants will act as Project Manager and will be responsible for all deliverables under this proposal contract. Mr. Singh has 30 years of broad-based experience in the Civil Engineering field working with private consulting companies and public agencies (Caltrans and OCTA). He is well versed in Caltrans and FHWA procedures and guidelines for State and Federal-aid funded projects. He has served as project manager and project engineer for several projects from less than \$1 million to over several million dollars. Mr. Singh has extensive experience in delivery and tracking of local agency transportation improvement projects funded with Federal-aid, State or local sales tax Measure funds. He has developed and/or implemented funding guidelines for local measure and federal-aid programs for transportation improvement projects.

Senior Planner – Rina Leung

Ms. Leung has over 15 years of experience working with various public agencies in project planning and professional environmental services. She has managed environmental programs, prepared general plan amendments and provided planning oversight for various public works projects and private developments. She has extensive experience in working on projects with multiple federal, state and local funding sources. She has extensive experience in preparing and coordinating approval of PES Forms for NEPA environmental documentation from Caltrans for Federal-aid projects for various cities in Orange County. She managed planning department's environmental program for the City of Rancho Cucamonga.

Detailed information of proposed Project Manager and Senior Planner's experience and educational background is included in staff resume in Appendix "B".

**AKAL Proposal for “Prepare Documents for Bear Street
and Bristol Street APM Rehabilitation Projects”**

4. RELATED EXPERIENCE and REFERENCES:

The following is a brief list of projects where similar work was performed.

Orange County Transportation Authority (OCTA)

- Prepared and coordinated approval from Caltrans of Preliminary Environmental Study (PES) forms and/or fund obligation (E76) packages for various cities (Tustin, Rancho Santa Margarita, Cypress, Aliso Viejo, Lake Forest, Rancho Santa Margarita, Brea, Placentia and Costa Mesa) under OCTA contract for American Recovery and Reinvestment Act (ARRA) Street rehabilitation projects.

City of La Palma

- Prepared and coordinated approval from Caltrans Preliminary Environmental Study (PES) form, Initial Site Assessment Report (ISA) and fund obligation (E76) package for the Orangethorpe Avenue rehabilitation project. Prepared Plans, specifications and estimates (PS&E) for the Orangethorpe Avenue rehabilitation project for the City of La Palma.
- Prepared and coordinated approval from Caltrans for a Preliminary Environmental Study (PES) form, CTC Vote allocation package and fund obligation (E76) package for the federal-aid La Palma Avenue TEA project in the City of La Palma.
- Prepared Plans, specifications and estimates (PS&E) for the La Palma Avenue rehabilitation project funded with State-Local partnership Program (SLPP) funds for the City of La Palma.
- Prepared contract award and final reimbursement reports for federal-aid and State-aid pavement rehabilitation projects along La Palma Avenue and Orangethorpe Avenue in the City of La Palma.

City of Seal Beach

- Prepared Preliminary Environmental Study (PES) forms, CTC Vote allocation packages and E76 fund obligation packages for approval from Caltrans for the City’s two federal-aid Transportation Enhancement (TE) program landscape projects along Seal Beach Boulevard and Lampson Avenue in the City of Seal Beach.
- Prepared contract award packages and final reimbursement invoices for the Landscaping TE and ARRA rehabilitation projects along Seal Beach Boulevard in the City of Seal Beach.

City of Brea

- Prepared Preliminary Environmental Study (PES) forms, CTC Vote allocation packages and E76 fund obligation packages for approval from Caltrans for the City’s two federal-aid Transportation Enhancement (TE) program streetscape projects along Birch Street in the City of Brea.
- Prepared and coordinated approval from Caltrans of Preliminary Environmental Study (PES) form for the federal-aid Highway Safety Improvement Program (HSIP) project on Carbon Canyon (SR-142) for the City of Brea. Prepared CO Qualitative Analysis technical report for NEPA documentation. Prepared fund obligation (E76) package and Caltrans encroachment permit applications and coordinated approval from Caltrans.

**AKAL Proposal for "Prepare Documents for Bear Street
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City of Costa Mesa

- Prepared Preliminary Environmental Study (PES) form, CTC Vote allocation package, Right-of-way Certification and E76 fund obligation package for approval from Caltrans for the City's Harbor Boulevard TE Beautification project.

Professional References for Related Experience:

- **Mr. Harry W. Thomas, P.E., Project Manager – Local Programs, OCTA**
550 South Main Street, Orange, CA 92863-1584 Phone: (714) 560-5617
- **Mr. Michael S Belknap, Community Services Director, City of La Palma**
Mr. Larry Baldwin, City of La Palma
7822 Walker Street, La Palma, CA 90623-1771; Phone: (714) 690-3310
- **Mr. Sean Crumby, P.E., Assistant City Manager/Director of Public Works, City of Seal Beach**
211 Eighth Street, Seal Beach, California 90740; Phone: (562) 431-2527 ext. 1318
- **Mr. Raul Lising, P.E., Principal Civil Engineer, City of Brea**
Number One Civic Center Circle, Brea, CA 92821; Phone: (714) 671-4450
- **Mr. Baltazar Mejia, P.E., Senior Engineer, City of Costa Mesa**
77 Fair Drive, Costa Mesa, CA 92628; Phone: (714) 754-5291

5. CONTACT INFORMATION:

The following is the contact information for AKAL Consultants Project Manager for this Proposal:

Name: Kanwal J. Singh, Principal Engineer
Address: **AKAL Consultants**
 34 Monserrat Place
 Foothill Ranch, CA 92610

 Phone: (949) 586-1006
 Cell: (949) 293-1487
 Email: kanwal.singh@cox.net

6. FIRM's LEGAL NAME:

AKAL Consultants (dba of AAHK, Inc - a California Corporation)

**AKAL Proposal for “Prepare Documents for Bear Street
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7. QUALITY OF DELIVERABLES:

All deliverables under this contract will be thoroughly reviewed by Project Manager, Kanwal Singh, prior to submittal to ensure completeness, accuracy and compliance with applicable guidelines. AKAL Consultants takes pride in delivering quality products in a timely manner and strives to meet or exceed our client’s expectations.

8. PROJECT SCHEDULE AND COST:

AKAL Consultants will prepare all documents for all tasks assigned under this RFP contract in a timely manner for submittal to Caltrans and respond to Caltrans review comments, if any, within 3 working days. A general outline of the proposed schedule to meet City’s timeline for approval by November 1st is included in Appendix “A” of this proposal. AKAL Consultant Project Manager will be responsible for adhering to the agreed upon project schedule and no schedule delays are anticipated on our part. However, if any delays are occurring due to any reason including factors beyond our control such as longer review times taken by Caltrans, AKAL Consultant will expedite future submittals.

AKAL Consultants has a very good track record of providing these services in a timely and efficient manner. City will be invoiced at our normal agreed upon hourly rate with “not-to-exceed” contract amount or agreed upon lump-sum fee. Our cost proposal is being submitted in a separate envelope along with this proposal.

9. FIRM’S STRENGTHS:

AKAL Consultants is a small and efficient company. Our staff has provided these services to various public agencies in Orange County including the City of Costa Mesa. Our staff has extensive experience in transportation improvement project planning, administration, environmental documentation, preparation of project reports etc. We maintain a good professional working relationship with reviewing and grant agencies by maintaining quality of our submittals and professionalism of our staff and qualified independent sub-consultants. Our staff possesses extensive knowledge of Caltrans policies and procedures related to transportation improvement projects.

**AKAL Proposal for “Prepare Documents for Bear Street
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APPENDIX “A”

Proposed Project Schedule

**AKAL Proposal for “Prepare Documents for Bear Street
and Bristol Street APM Rehabilitation Projects”**

APPENDIX “B”

Key Staff Resume

AKAL Proposal for “Prepare Documents for Bear Street and Bristol Street APM Rehabilitation Projects”

Staff Resume

Kanwal J. Singh, M.S., P.E.

Experience:

AKAL Consultants, Principal Engineer, May 2007-Cont...

Prepared federal-aid fund obligation packages (E76) and coordinated approval from Caltrans for Local Agencies transportation improvement projects. Prepared “PES” forms for federal-aid projects for NEPA environmental approval from Caltrans. Prepared PS&E packages for pavement rehabilitation projects for local agencies. Prepared DBE packages for approval from Caltrans for the Cities. Prepared Final invoices/close-out reports for federal-aid and Measure M local streets and roads projects. Prepared Measure M eligibility packages for the Cities for compliance with OCTA’s funding guidelines including coordination of PMP package preparation. Provided project management services to the agencies on an as needed basis.

Orange County Transportation Authority (OCTA), 2005-2007, Section Manger – II

Developed funding guidelines and procedures to improve project delivery. Managed employees and consultants assisting in delivery of public works projects and studies. Developed and reviewed employee performance plans, provided and recommended training for employees. Prepared budget needs and managed Section’s budget. Prepared request for proposals (RFP’s) for consultant selection for professional services. Administered consultant contracts including billings and final work product to ensure compliance with contract requirements.

Prepared staff reports for presentation to the Technical committees and the Board in a concise and timely manner. Provided guidance and support to local agencies in complying with federal regulations, requirements and in securing obligation of federal-aid funds through Caltrans for their projects. Maintained effective and good working relationship with local agencies, Caltrans and FHWA. Conducted review of OCTA funded local agency projects. Reviewed and processed agency requests for project scope and schedule changes. Responsibilities included approval of project final close out reports to ensure compliance with funding guidelines, utilize consultant services for assistance. Kept senior management informed of the anticipated critical issues affecting the delivery of projects and recommended corrective actions.

California Department of Transportation (Caltrans) 1998-2005 Transportation/Civil Engineer

Office of Local Assistance:

Reviewed and processed plans, specifications and estimate (PS&E) packages and related documents for federal-aid transportation projects administered by Local Agencies for completeness and accuracy. Reviewed and screened NEPA and CEQA environmental documents and coordinated approval with the Environmental group. Provided guidance to Local Agencies and consultants in preparation of documentation for compliance with federal and state requirements for transportation projects. Reviewed and processed contract award documentation for compliance with federal funding guidelines. Reviewed

AKAL Proposal for “Prepare Documents for Bear Street and Bristol Street APM Rehabilitation Projects”

and approved final and progress payment invoices from Local Agencies. Conducted project meetings with local agencies. Prepared project status reports to monitor progress and to be used by senior staff.

Project Delivery/Office of Design:

Prepared engineering plans, specifications and estimates for transportation projects to comply with Caltrans Project Development and Procedures Manual (PDPM). Prepared project reports for transportation projects. Made presentations in project development team (PDT) meetings. Handled permit approvals with regulating agencies. Coordinated projects work with other functional units and local entities. Provided support to resident engineers during construction phase for field and project scope changes. Reviewed and concurred with construction contract change orders.

Department of Transportation (Caltrans) District 7, Los Angeles, 1991-1998 Transportation/Civil Engineer

Environmental Engineering:

Prepared District 7's NPDES permit application and coordinated permit process with the Regional Water Quality Control Board (RWQCB). Responsibilities included preparation of hazardous waste site investigation reports utilizing professional consultant services for freeway improvement projects, excess land and right-of-way acquisitions. Administered professional consultant contracts. Coordinated and supervised field activities, reviewed and approved site investigation reports prepared by consultants. Reviewed PS&E packages to ensure compliance with environmental report recommendations. Represented Caltrans at public hearing meetings. Coordinated work with other regulating agencies. Supervised engineering analysis work for sound wall projects for noise mitigation. Managed correspondence in response to noise complaints from public officials and private citizens.

Construction Division:

Field supervision of highway improvement projects including drainage RCP (reinforced concrete pipe) installation, seismic retrofit of bridges, sound wall construction and HOV lanes project on freeway 405 for compliance with project plans and specifications. Negotiated, prepared and approved contract change orders. Prepared project status reports and contract pay estimates. Reviewed and approved contractor's submittals such as mix designs, schedules, claims and change orders. Coordinated field constructibility problems with design engineers.

EDUCATION

Stanford University - M.S. Civil Engineering, January 1984.

Thapar Institute of Engineering & Technology, India - B.S. Civil Engineering, July 1981.

PROFESSIONAL REGISTRATION

California: Civil Engineer, License # C43764.

**AKAL Proposal for “Prepare Documents for Bear Street
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Staff Resume Cont...

Rina Leung, Senior Planner

Experience:

Ms. Leung has over 15 years of experience working with various public agencies in planning and environmental planning. She has managed environmental programs, prepared general plan amendments and provided planning oversight for various public works projects and private developments. She has extensive experience in working on projects with multiple federal, state and local funding sources.

AKAL Consultants, Senior Planner, 09/08-Cont...

Prepared “PES” forms for federal-aid projects for NEPA environmental approval from Caltrans for various Orange County Cities and assisted in preparation of fund obligation packages (E76) for federal-aid projects. Detailed work for PES forms and E76’s included review of regulatory agencies databases for pertinent project information, performed visual field surveys, review agency general plans, review project plans, collected information from resource agencies and coordinated work approval with Caltrans.

City of Rancho Cucamonga (Senior Planner), 03/07-09/08

Managed planning department’s environmental program. Prepared and presented staff reports, resolutions, ordinances, general plan amendments, zoning changes, and other planning entitlements. Responsibilities included the management of budget functions, housing element update, and the community development block grant program. Co-prepared and managed consultant services in the preparation of the general plan update. Worked with developers and stakeholders on environmental and land use issues, attended public hearings and Council meetings. Supervised and managed advance planning unit staff, prepared staff performance reports.

City of La Palma (Associate Planner), 2/03-03/07

Prepared and presented staff reports, resolutions, special studies, specific plans, and ordinances. Responsible for processing and managing precise plans, conditional use permits, variances, tentative/final maps, master sign programs, code amendments, general plan amendments, general plan annual report, resolutions, and ordinances. Reviewed construction and landscape/irrigation plans for transportation enhancement, commercial, industrial, and residential projects. Prepared and reviewed environmental documents for planning entitlements and Public Works projects, including Initial Studies (IS)/Mitigated Negative Declarations, and Preliminary Environmental Studies (PES). Managed and mentored the community development Interns.

City of El Monte (Assistant Planner), 6/01-2/03

Prepared staff reports, resolutions, special studies, surveys, and statistical tabulations. Prepared and presented planning entitlements, code amendments, resolutions, and ordinances to the City’s Planning Commission. Reviewed development and landscape/irrigation plans. Prepared environmental documents for planning entitlements, redevelopment projects and grants.

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City of Irwindale (Planning Assistant), 8/00-6/01

Prepared staff reports for various conditional use permits, tentative maps, development reviews, and variances. Created PowerPoint presentations for various planning entitlements and presented them at the Planning Commission hearings. Conducted field inspections and assisted the public with planning inquiries. Prepared and evaluated environmental documents. Managed and scheduled planning projects to ensure compliance with the Permit Streamlining Act, Subdivision Map Act, CEQA, and the Irwindale Municipal Code.

City of El Monte (Planning Intern), 12/99-8/00

Assisted the public on various planning inquiries and requests, including the procedures for design review, modification, and conditional use permit. Reviewed development plans. Prepared and presented staff reports to the City’s Planning Commission.

Education:

California State University Fullerton, Geographic Information System Certificate, May 2006
California State University, Fullerton, M.S. Environmental Studies (Planning & Policy), Summer 2000
University of California, Irvine, B.A. Psychology and Social Behavior, March, 1998

Computer & Other Skills: Knowledge of ArcGIS, MS Office (e.g., Word, Excel, PowerPoint)

EXHIBIT C
FEE SCHEDULE

Professional Services for Bristol Street and Bear Street Rehabilitation Projects

Fee Proposal Details

DESCRIPTION	HOURS						EXP	Total Hrs.	FEE	Rev. Fee 3.31.2015 See Note 3
	PM	EP	PE	CAD	WP	2-Man Survey Crew				
<i>Hourly Rate</i>	\$150	\$120	\$120	\$80	\$50	\$150		By Task		
Required Tasks										
Project Kick Off Meeting, finalize scope and schedule	2							2	\$300	\$300
Bristol Street Rehabilitation Project										\$0
Preliminary Environmental Study (PES) Form - Prepare and coordinate approval with Caltrans [See Note 1 Below]	16	36						52	\$6,720	\$6,720
Prepare Project Specific DBE Goal	2		4					6	\$780	\$780
ROW Certification - Prepare and coordinate approval with Caltrans including coordinate preparation of Project Engineer's Utility Certification with the Design Engineer	2		6						\$1,020	\$1,020
E76 Fund Obligation Package - Prepare and coordinate approval with Caltrans [PS&E package required - See Note 2 Below]	32		16						\$6,720	\$6,720
										\$0
Bear Street Rehabilitation Project										\$0
Preliminary Environmental Study (PES) Form - Prepare and coordinate approval with Caltrans [See Note 1 Below]	16	36						52	\$6,720	\$6,720
Prepare Project Specific DBE Goal	2		4					6	\$780	\$390
ROW Certification - Prepare and coordinate approval with Caltrans including coordinate preparation of Project Engineer's Utility Certification with the Design Engineer	2		6					8	\$1,020	\$1,020
E76 Fund Obligation Package - Prepare and coordinate approval with Caltrans [PS&E package required - See Note 2 Below]	32		16					48	\$6,720	\$3,360
										\$0
Sub-total [PES Forms, DBE Goal, ROW Certification and E76 Fund Obligation Packages]									\$30,780	\$27,030
Optional Tasks										
Caltrans Encroachment Permit - Bristol Street Project	6		16				\$180	22	\$3,000	\$3,000
Caltrans Encroachment Permit - Bear Street Project	6		16				\$180	22	\$3,000	\$3,000
Sub-total [Optional Tasks]									\$6,000	\$6,000

LEGEND

PM= Project Manager
 EP=Senior Planner/Environmental Planner
 PE = Project Engineer
 CAD = CAD Designer
 WP = Administrative Assistant
 EXP = Expenses

Exclusions:

Note 1: Technical studies, if required, for NEPA approval are not included in this price
Note 2: Complete PS&E package to be prepared by others, not included in this price
Note 3: 3.31.2015 Rev pricing applicable for combined one E76 for both projects

EXHIBIT D
PROJECT SCHEDULE

PROPOSED PROJECT SCHEDULE

Bear Street and Bristol Street APM Rehabilitation Projects

Task No.	Description of Services	2015																							
		May				June				July				August				September				October			
		W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
1	Project kick-off meeting ★																								
2	PES Form [NEPA Documentation]																								
3	PS&E by the City or Others*																								
4	DBE Goal																								
5	Right-of-Way Certification and Project Engineer's Utility Certification																								
6	E76 Fund Obligation Package**																								
7	Caltrans Encroachment permit [if needed]																								

Notes: * - PS&E by the City or Others - Final PS&E to start after NEPA Approval per Federal funding guidelines

** - Review of E76 Fund Obligation package by Caltrans anticipated after 10.01.2015 start of FFY 2015-16 (Project programming year)

DECLARATION OF EXEMPTION FROM WORKER'S COMPENSATION

I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 07-24-2012

Signature:



(Print Name): Kanwal J. Singh, P.E.

Principal
Title

AAHK, Inc dba AKAL Consultants
Name of Business or Company

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

EXHIBIT F
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.