

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
STANTEC CONSULTING SERVICES INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of June, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES INC., a New York corporation registered to do business in California ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to update the City's Bicycle Master Plan, 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 Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. 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 completesatisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Thirty-Five Thousand Dollars (\$35,000.00).

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 satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in accordance with a mutually agreed upon schedule and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on May 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. The termination of this Agreement shall be deemed effective thirty (30) days after receipt of the notice of termination. If City elects to terminate the Agreement, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities, unless directed otherwise by the City. Notwithstanding, if either party fails to perform its obligations pursuant to this Agreement, the non-defaulting party may provide the defaulting party with written notice of such default. If the defaulting party fails to cure the default or provide a plan to cure the default within seven (7) days of receipt of the notice of default, the non-defaulting party may immediately terminate this Agreement.

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 "B" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals,

directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

Stantec Consulting Services, Inc.
38 Technology Drive, Suite 100
Irvine, CA 92618
Tel: (949) 923-6021
Attn: Rock Miller

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5032
Attn: Raja Sethuraman

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "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 agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall

indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other 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.

CONSULTANT

Melissa Dugan
Signature

Date: 6/17/17

Melissa Dugan, Project Manager / Senior associate
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas Hatch
Thomas Hatch
City Manager

Date: 6/23/17

ATTEST:

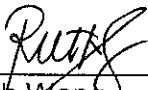
Brenda Green
Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
Thomas Duarte
City Attorney

Date: 06/23/17


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/22/17


APPROVED AS TO CONTENT:



Raja Sethuraman
Project Manager

Date: 6-22-17

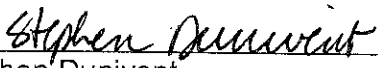
DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 6-22-17

APPROVED AS TO PURCHASING:



Stephen Dunivent
Interim Finance Director

Date: 6.22.17

EXHIBIT A
CONSULTANT'S PROPOSAL



Cover Letter

March 28, 2017

Attention: Mr. Raja Sethuraman
City of Costa Mesa
77 Fair Drive,
Costa Mesa, CA 92626

Dear Mr. Sethurman,

Reference: Bicycle Master Plan Update and Finalization

Stantec Consultant Services Inc. is pleased to submit this proposal to provide additional services for the Bicycle Master Plan. As you are aware, we had an ongoing contract under the General Plan to prepare an update to the Bicycle Master Plan (BMP). Community outreach activities for that plan were completed in 2013, coordination meetings with the bikeway and walkability committee were held in 2015/2016 and upon closeout of that contract the services on the BMP were concluded.

This proposal is intended to supplement the previous effort by providing additional services to move your bicycle infrastructure forward. This includes additional community engagement, modifications to the BMP, and environmental documentation necessary for the BMP and presentations to City Council.

Our team provides a full set of skills and resources to help meet your needs for moving to the next steps and completing the Bicycle Master Plan.

Thank you for considering us as part of your team for this project. We look forward to having an opportunity to work with you on this exciting assignment.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Rock Miller".

Rock Miller, PE, PTOE
Principal-in-Charge
(949) 923-6021
Rock.miller@stantec.com

A handwritten signature in black ink, appearing to read "Melissa Dugan".

Melissa Dugan, AICP, PTP, ENV SP
Project Manager
(949) 923-6216
Melissa.dugan@stantec.com

A. Project Understanding

We previously served as a sub-consultant to work on an update to your BMP as a component of the General Plan Mobility Element. This approach was scoped several years ago to be minimal in effort, primarily sufficient to confirm eligibility for funding through the State's Bicycle Transportation Account (BTA). The BTA program has since been folded into a larger program and the eligibility requirements for the larger Active Transportation Programs are not set at this time.

You are now considering providing additional community engagement, revising the BMP to meet current needs, and preparing updated environmental documents to move forward with a more comprehensive BMP. Under this approach, we will work with the community at large, the Bikeway & Walkability committee and your staff to make sure the plan is reflective of the community's needs now and into the future, and that the plan can be implemented.

B. Scope of work

Our detailed approach to the scope of work is illustrated by the following tasks.

Task 1: Bikeway & Walkability Committee Meetings

We will provide attendance and leadership at up to three meetings of the bikeway and walkability committee meetings, and will include discussions with you to discuss appropriate response/modifications. These are assumed to consist of two before and one after the community meetings. Rock Miller, Melissa Dugan, or Surabhi Bahbhaya will represent Stantec based on scheduling and availability, and the committee's current needs. Rock and Melissa have both worked with and presented to the committee before, and will likely be available for each of the meetings. Surabhi has worked on and is familiar with the current Master Plan, and will be available if necessary.

We will assemble and document committee proceedings for preservation. This includes activities such as photographs and scans of committee produced drawings. We will then discuss any findings with your staff and revise the BMP as appropriate.

Exclusions: We do not anticipate preparation of meeting minutes or concept plans. Our understanding is that the outcome of these activities would be incorporated into revisions to the existing BMP, as deemed appropriate by your staff.

Task 2: Community Engagement Meetings

One of the keys to a successful BMP is strong public consultation, and making the process meaningful for participants. We will hold two community meetings to discuss the finalized BMP. While we cannot resolve all community issues we will make an effort to understand needs and desires and make sure they are reflected in the final plan. Various methods of member communication of the public and stakeholders will be put in place to fit their varying communication styles and level of involvement desired, for example some people want to speak one-on-one, others prefer to make their opinions known publicly, and others prefer to submit written comments. We will work with you to determine the appropriate combination of methods for the two meetings. After the meetings we will again discuss any potential revisions to the BMP with your staff. We will also summarize the attendees' comments into a formal spreadsheet for City staff review.

Exclusions: We do not anticipate preparation of meeting minutes or concept plans. Our understanding is that the outcome of these two meetings and public input would be incorporated into revisions to the existing BMP, as deemed appropriate by your staff.



Task 3: Revision to and Presentation of the BMP

We will work to update the BMP to reflect the current desires of the community and Committee. This includes updating the BMP to meet the current needs. Any potential revisions will be presented to your staff and revisions will be made to the report to produce a complete document. The current report is created using In-design software. Based on discussion with the City we can either present the changes in the track changes mode in the in-design file or indicate changes in a PDF document by highlighting changed area.

Exclusions: Changes to the text and maps are expected. Additional analysis of new routes is not expected.

Task 4: CEQA Checklist

We will prepare a CEQA checklist for the BMP as a whole. This will likely indicate that further study will be necessary when any projects changing the physical characteristics (including Class 1, 2 and 4 bikeways) move forward in the future. We will also reference the CEQA document created for the General Plan.

Exclusions: If some minor potentially significant impacts are revealed that could be mitigated, we can prepare the IS and Mitigated Negative Declaration (MND). The IS/MND would also be based on the General Plan EIR. However, it would include additional mitigation measures. The IS/MND would require distribution and Circulation. The additional work of the MBD can be determined based on the scope of the project. If the BMP changes substantially, it may also require a supplemental EIR. The cost for this is not included in this proposal, and would be negotiated based on the work required.

Task 5: City Council Attendance

We will also present our Updated BMP, along with all findings, to the City Council. We will provide a presentation of the project and update the Council members on the project status with graphics and illustrations to show recommendations where possible. A copy of the presentation will be available to your staff for review a week in advance of the meeting.

C. Project Personnel

We have assembled a resourceful and highly qualified team to meet the needs of the project. All have previously worked on the master plan and have a strong history and understanding of the project. We also have extensive experience relevant to the project needs.

Rock Miller, PE, PTOE, Principal-In-Charge—Rock is a registered Civil Engineer and Traffic Engineer in the State of California and has more than 35 years of transportation planning, design, and operations experience. Rock is a national expert in the traffic design and safety for walking and urban bicycling infrastructure. He has frequently been an invited speaker to regional and national conferences and committees on many topics, including pedestrian circulation, innovative bikeway design, traffic calming, and transportation policy.

Rock has completed a wide variety of unique transportation projects, including unique active transportation projects locally for Long Beach, Redondo Beach, Baldwin Park, and Santa Monica. He has led or contributed to our Active Transportation projects throughout the US and Canada. He has also prepared many transportation policy plans and completed controversial and complex transportation studies, including neighborhood traffic calming projects, complete streets, pedestrian and bicycle studies, projects anticipating litigation by another public agency, and projects with intense public opposition. Rock also has extensive skills in facilitation, consensus building, and presenting and explaining technical information to general audiences.



Melissa Dugan, AICP, PTP, ENV SP, Project Manager—Melissa has professional credentials and extensive experience in planning and preliminary analysis of Active Transportation Plans and Improvements. She has managed a wide range of planning projects involving walking, bicycling, and traffic management. She managed the work on the Mobility Element of the Costa Mesa General Plan, and the current BMP. She recently completed the Orange County Loop Feasibility study for the Southern California Association of Governments and OC Parks and preparing ATP Grants for 28 jurisdictions in Los Angeles County. She is also finishing a Master Plan for a Class I trail in Northern California.

Surabhi Barbhaya, AICP, LEED AP, Assistant Project Manager—Surabhi also worked on the Costa Mesa Mobility Element and the current BMP. She has worked on numerous projects involving walking and bicycling. She is currently serving as Assistant PM on a trail Master Plan and an Opportunities Analysis for the PE Trail has years of experience with similar projects.

Full resumes can be provided upon request.

D. Relevant Experience

A list of representative projects will be provided upon request.

E. Fee

The estimated costs for the proposed work effort are summarized in Table 1. As shown, the update to the BMP should cost \$35,000, based on the anticipated scope of work described above. The cost estimate is based on our experience with projects of this type. Should the agreed upon scope of work differ substantially from the outline presented here; a revised cost estimate may be necessary.

| Work Tasks and Hours | PIC \$272/hr | Proj. Mgr. \$174/hr | Senior Planner \$150/hr | Assistant Planner \$113/hr | Expenses | Cost |
|---|-----------------|------------------------|----------------------------|-------------------------------|--------------|-----------------|
| Task 0: Project Management | 2 | 4 | 4 | 0 | 0 | \$1,840 |
| Task 1: Attendance at Committee Meetings | 4 | 12 | 8 | 0 | \$100 | \$4,476 |
| Task 2: Community Engagement | 4 | 16 | 16 | 16 | \$200 | \$8,280 |
| Task 3: Revision to BMP and Presentation of Modifications | 2 | 16 | 30 | 44 | \$166 | \$12,966 |
| Task 4: CEQA Checklist | 2 | 6 | 20 | 16 | \$100 | \$6,496 |
| Task 5: City Council | 2 | 2 | | | \$50 | \$942 |
| Total | 16 | 56 | 78 | 76 | \$616 | \$35,000 |

F. Conclusion

We look forward to working with you on this important project. The project fits well with our company goals for "Design with Community in Mind" that supports active transportation, sustainability, and innovative applications. This proposal is valid for 90 days.