

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RK ENGINEERING GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RK ENGINEERING GROUP, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct an engineering and traffic study, 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 complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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 Thousand Dollars (\$30,000.00).

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 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 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. Unless otherwise agreed to in writing by the parties, 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 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 one (1) year, ending on June 27, 2019, 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 "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:

RK Engineering Group, Inc.
4000 Westerly Place, Suite 280
Newport Beach, CA 92660
Tel: (949) 474-0809
Attn: Rogier Goedecke

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

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, and 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. 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.

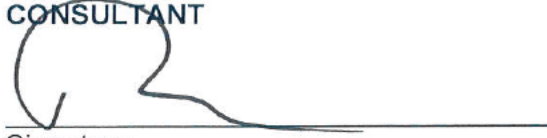
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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.

[Signatures appear on following page.]

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



Signature

Roger Gooden, President
[Name and Title]

Date: 6/29/18


Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Thomas Hatch
City Manager

Date: 7/5/18

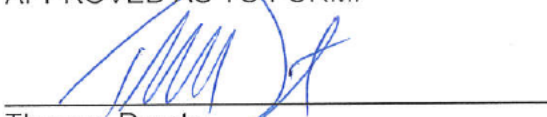
ATTEST:



Brenda Green
City Clerk



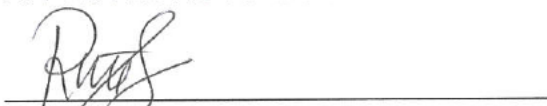
APPROVED AS TO FORM:



Thomas Duarte
City Attorney

Date: 07/05/18

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 7/2/18

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 7/2/18

DEPARTMENTAL APPROVAL:

Raja Sethuraman

Raja Sethuraman
Public Services Director

Date: 7-2-18

APPROVED AS TO PURCHASING:

Kelly Telford for

Kelly Telford
Finance Director

Date: 7/3/18

EXHIBIT A
CONSULTANT'S PROPOSAL



April 16, 2018

Mr. Elliot Huang, PE
Assistant Engineer
City of Costa Mesa – Transportation Services
77 Fair Drive
Costa Mesa, CA 92626

**Subject: Request for Proposal – Summary Engineering and Traffic Study for
Speed Limits, City of Costa Mesa**

Dear Mr. Huang:

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this proposal to the City of Costa Mesa for a Summary Engineering and Traffic Study for Speed Limits. In short, RK will provide an updated Engineering and Traffic Survey for 99 roadway segments utilizing current radar speed surveys, obtaining current ADT counts (during one typical week day), field reviewing each roadway segment, and reviewing accident data. Throughout the process, RK will continue to team closely with City Staff for progress updates and feedback. RK appreciates the opportunity to team with the City of Costa Mesa.

Based on information provided by the City of Costa Mesa, 99 out of 141 roadway segments within the City are due to expire in the near future. As a result, RK will conduct the engineering and traffic surveys for those 99 locations first. The remaining 42 locations can be completed at a later date prior to their expiration.

RK has direct experience in radar survey analysis and engineering traffic studies and has prepared engineering and traffic survey reports for the following cities:

1. City of La Habra
2. City of La Habra Heights
3. City of Aliso Viejo
4. City of Upland
5. City of Perris
6. City of Glendora

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Assistant Engineer
City of Costa Mesa – Transportation Services
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7. City of Seal Beach
8. City of San Jacinto

RK will obtain, review and make recommendations with respect to speed limits for 99 roadway segments within the City. We will make a physical inventory of all 99 roadway segments and review the accident history at each location. Speed limits will be recommended based upon the appropriate provisions of the California Vehicle Code and the Manual on Uniform Traffic Control Devices (MUTCD).

The final report style format will be consistent with previous Engineering and Traffic Surveys the City has completed. If needed, RK will utilize Crossroads Software to create the data summary sheets from the radar speed surveys.

SCOPE OF WORK

TASK 1 Kick-Off Meeting with City Staff

RK will meet with the City of Costa Mesa representatives to discuss the project and refine the scope of work as necessary. The following will be verified:

1. Review Report Style and Format for Consistency
2. Confirm Roadway Segments
3. Obtain Accident Data from City (Crossroads)
4. Review Scope of Work and Time Frames

TASK 2 Field Inspection of Street Segments (99)

RK ENGINEERING GROUP, INC. will conduct a field review of each of the 99 roadway segments to be surveyed. The review will include an evaluation of the overall surface roadway conditions including number of through travel lanes by direction, existing speed limits, roadway curvature, shoulder conditions, intersection spacing, frequency of driveway access locations, on-street parking, sidewalk availability and pedestrian activity (i.e., crosswalks). RK ENGINEERING GROUP, INC. will provide sufficient information to satisfy the conditions of CVC Section 627. RK will evaluate the documented roadway conditions and assess any potential speed reductions due to those conditions. All relevant

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Assistant Engineer
City of Costa Mesa – Transportation Services
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information will be clearly stated on the speed survey forms and in the final report.

TASK 3 Review Accident Data

RK ENGINEERING GROUP, INC. will review the City's most recent accident records available through the Crossroads Database file and PDF format for each of the identified street segments.

The accident record analysis will be used to compare collision rates of each study segment to the average expected collision rate for similar roadways documented and published by Caltrans. The collision rate analysis will include the total accident rate per million vehicles miles (MVM).

TASK 4 Analysis of Radar Speed Measurements

RK ENGINEERING GROUP, INC. will review each of the radar speed surveys to determine the 85th percentile speed for each roadway segment. All traffic speed surveys will be conducted during typical weekdays (Tuesday, Wednesday or Thursday) and will avoid holidays in accordance with MUTCD guidelines for preparation of engineering and traffic surveys. In addition, the first five mile per hour increment below the 85th percentile speed will also be highlighted as the speed limit normally established for City and County highways. The following data will be reported from the speed surveys:

1. Existing speed limit.
2. 50th (median) percentile speed.
3. 85th percentile speed.
4. 10 mile per hour pace speed, with number and percentage of vehicles within the pace.
5. Mean speed.
6. Tabular summation frequency of the speeds observed.
7. Cumulative speed distribution curve.

Mr. Elliot Huang, PE
Assistant Engineer
City of Costa Mesa – Transportation Services
April 16, 2018

8. Date, time started, time ended, weather, direction road surface condition, observation.

TASK 5 Develop Recommendations

RK ENGINEERING GROUP, INC. will develop recommendations for speed limits for each of the 99 roadway segments based on: Task 2 - Field Inspection of All Street Segments, Task 3 – Review Accident Data, and Task 4 – Analysis of Radar Speed Measurements.

An appropriate speed limit will be recommended based on all of the important factors listed above. The recommended speed limits will be established at or near the 85 percentile speed unless specific roadway conditions or accident data indicate a lower speed limit would be warranted. RK will follow CALTRANS Traffic Operations Policy Directive 09-04 in recommending the speed limits. RK will document any justification for reducing the speed limit by 5 mph in compliance with CVC Sections 627 and 22358.5.

TASK 6 Document Recommendations

RK will document all speed survey recommendations and submit them to the City Traffic Engineer for review and approval.

TASK 7 Draft Report

RK will provide a draft report to City Staff for review and comments. An illustrative map and roadway segment tables will be prepared summarizing the recommended speed limits. The survey will conform to the California Vehicle Code Section 627, MUTCD and 22358.5.

Task 8 Response to Comments / Final Report

RK will incorporate comments received from the City and produce a final report. RK will provide three (3) copies of the engineering and speed survey report to the CITY OF COSTA MESA. These separately bound copies will include the traffic count data, speed zone survey sheets, field data and final reports. Data files will be also provided and will be submitted to the City along with the reports.

Mr. Elliot Huang, PE
Assistant Engineer
City of Costa Mesa – Transportation Services
April 16, 2018

RK ENGINEERING GROUP, INC. is pleased to provide this cost proposal for engineering traffic surveys for the CITY OF COSTA MESA. **The total cost for the engineering and traffic survey study is as follows:**

1. **Scope of Work Items 1-8** **\$19,900**

RK will provide a separate budget and invoice for the ADT traffic volumes:

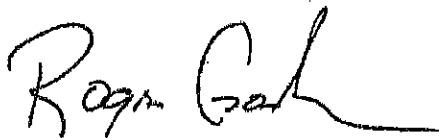
2. **ADT Average Daily Traffic Counts** **\$ 5,940**
(99 Roadways Segments)

This budget assumes the City will provide all of the accident data.

Based on the scope of work provided by the City, it is estimated that the updated study could be completed within 45 working days from the authorization to proceed. The objective is to complete the analysis during typical traffic patterns while this school term is in session.

RK would again like to thank you for this opportunity to propose on this very important project.

Sincerely,
RK ENGINEERING GROUP, INC.



Rogier Goedecke
President
RK Engineering Group, Inc.

Table 1
RK ENGINEERING GROUP, INC.

Detailed Fee Proposal
Summary Engineering and Traffic Study for Speed Limits

City of Costa Mesa

Task	Task Description	Robert Kahn P.E.	Alex Tabrizi P.E.	Rogier Goedecke	Alex Vu	Jethro Nardiso	Elia Kim	Total Hours	Subtotal	Running Total
		Principal	Associate Principal	President	Engineer II	Engineer II	Executive Assistant			
1	Project Kickoff Meeting & Coordination	\$165	1	1				2	\$300	\$300
2	Field Inspection of Street Segments (99)		1		15	15		31	\$3,000	\$3,300
3	Review Accident Data	1	3	1		8		13	\$1,525	\$4,825
4	Analysis of Radar Speed Measurements	2	2	1		6		11	\$1,350	\$6,175
5	Develop Recommendations	2	8			4		14	\$1,910	\$8,085
6	Document Recommendations	2	2	2		4		10	\$1,310	\$9,395
7	Draft Report		8	1		6	2	17	\$2,010	\$11,405
8	Response to City Comments / Final Report	1	4			2	1	8	\$1,000	\$12,405
	Total Hours	8	29		15	45	3	106	\$12,405	\$12,405
	ADT (24 Hour Counts 99 Locations / \$60 per location)								\$5,940	\$18,345
	Radar Speed Surveys (99 Locations / \$75 per location)								\$7,495	\$25,840
	GRAND TOTAL									\$ 25,840

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2018

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

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

PRODUCER Dealey, Renton & Associates 790 E Colorado Blvd, #460 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626 844-3070 FAX (A/C, No): E-MAIL ADDRESS: mswaney@dealeyrenton.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co. of Connecticut</td> <td>25882</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of Ameri</td> <td>25874</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Connecticut	25882	INSURER B: Travelers Property Casualty Co of Ameri	25874	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														

INSURED RK engineering group, inc. 4000 Westerly Place, Suite: 280 Newport Beach, CA 92660 949 474-0809	RKENGINEER
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COVERAGES

CERTIFICATE NUMBER: 327831841

REVISION NUMBER:

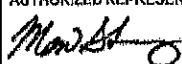
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XOU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		8807H177885	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA6420L603	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/>	UB9J123977	1/1/2010	1/1/2010	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		DPR0920866	1/1/2018	1/1/2018	\$1,000,000 \$2,000,000 Per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Insured's Professional Liability policy for E&O Liability. AM Best's Rating for all policies is A/XII or greater.
Re: All operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION 30 day Notice

City of Costa Mesa Transportation Services 77 Fair Drive Costa Mesa CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

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

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

RK Engineering Group, Inc.
Policy Number: BA5429L603

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB5276Y466

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
ALL PERSONS OR ORGANIZATIONS THAT REQUIRES YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE		THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.

DATE OF ISSUE: 8/14/2017

ST ASSIGN: CA

017106

POLICY NUMBER: BA5429L603

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RK engineering group, inc.

Endorsement Effective Date: 10/14/2016

SCHEDULE

Name Of Person(s) Or Organization(s): Re: On-call Traffic Engineering Services, City of Costa Mesa - The City of Costa Mesa and its elected and appointed boards, officers, agents and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

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.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
RK ENGINEERING GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RK ENGINEERING GROUP, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide traffic engineering consulting services on an as-needed basis, 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" 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, on an as-needed basis, provide traffic engineering consulting services relating to traffic signal timing, traffic signal modifications, and related design services. The Scope of Services is further 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 complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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.

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, 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 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. Unless otherwise agreed upon in writing by the parties, 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 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 through June 30, 2018, 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 "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:

RK Engineering Group, Inc.
4000 Westerly Place, Suite 280
Newport Beach, CA 92660
Tel: (949) 474-0809
Attn: Robert Kahn

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

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 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



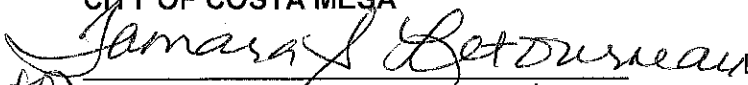
Signature

Date: 1/23/18

Rogie Goodenue, President
[Name and Title]

33-0940774
Social Security or Taxpayer ID Number

CITY OF COSTA MESA



for Thomas Hatch
City Manager

Date: 1/29/18

ACM

ATTEST:

Brenda Green 1-30-18
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 01/29/19

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 1/26/18

APPROVED AS TO CONTENT:

[Signature]
Jennifer Rosales
Project Manager

Date: 1/25/18

DEPARTMENTAL APPROVAL:

[Signature]
Raja Sethuraman
Public Services Director

Date: 1-25-18

APPROVED AS TO PURCHASING:

[Signature]
Stacy Daugherty
Finance Director

Date: 1/26/18

EXHIBIT A
CONSULTANT'S PROPOSAL



**engineering
group, inc.**

STATEMENT OF QUALIFICATIONS

To Provide Traffic Engineering Services to the

CITY OF COSTA MESA



August 18, 2017

4000 Westerly Place, Suite 280, Newport Beach, CA 92660
Tel. 949.474.0809 • Fax 949.474.0902 • www.rkengineer.com

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August 18, 2017

Mr. Raja Sethuraman
Transportation Services Manager
CITY OF COSTA MESA
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

Subject: Statement of Qualifications to Provide Traffic Engineering Services to the City of Costa Mesa

Dear Mr. Sethuraman:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this Statement of Qualifications (SOQ) to the City of Costa Mesa. It is our understanding that the City of Costa Mesa is seeking the services of professional engineering consultants to provide **Traffic Engineering Services** to the City of Costa Mesa. In this manner, the City of Costa Mesa will be able to efficiently address on-going traffic design services in a timely manner. By working with consultants that are familiar with the City of Costa Mesa and the region, and are easily available to staff, the consultants will be able to act as an extension of the City staff to quickly provide traffic engineering services to the City.

With decades of regional experience and located just 5 miles from the City of Costa Mesa Civic Center, RK is an ideal candidate to augment the City's traffic engineering services. RK has successfully completed hundreds of traffic engineering projects throughout Orange County, including the City of Costa Mesa. RK would provide the City with quality traffic engineering services and ensure that they meet the City's standards using an innovative, on-time, and on-budget approach to completing the necessary tasks that the City requires.

RK has familiarity and experience with City Staff, City engineering standards, regional regulatory agencies (Caltrans, Coastal Commission, adjacent cities, OCTA etc.), as well as the City's land uses and roadway network.

RK has extensive experience in providing **traffic engineering services** to the City of Costa Mesa in the following capacity:

- Design, preparation, or review of traffic signal plans.
- Design, preparation, or review of traffic control plans for work zones.
- Design, preparation, or review of signing and striping plans.
- Preparation and review of engineering and traffic surveys for establishment of speed limits.
- Preparation or review of traffic impact studies.
- Preparation of traffic safety studies.
- Preparation and review of Safe Routes to School studies
- Preparation and review of neighborhood traffic calming analysis
- Preparation or review of parking utilization analysis

Key & Local Staffing List

Mr. Robert Kahn, P.E., T.E., Founding Principal of RK Engineering Group, Inc. will be the principal in charge for the On-Call Professional Engineering Services. On a project or task level, key staff members will support Mr. Kahn on the project. Mr. Kahn would be assisted by **Mr. Alex Tabrizi, P.E., T.E.**, **Mr. Rogier Goedecke**, **Mr. Steve Zevallos**, **Mr. Bryan Estrada, PTP**, and other support staff on an as-needed basis. Typically, both Mr. Kahn and Mr. Goedecke have played an active role with every project and will continue to perform the same role with this contract and the City of Costa Mesa. Appendix A contains the firm's Qualifications Package and detailed resumes of key staff.

Teaming with the City of Costa Mesa:

The RK team has the availability and flexibility required to take on projects on short notice and deliver on expedited schedules.

RK will provide a detailed scope of work, time frame and budget to City staff in the form of a letter proposal prior to initiating the scope of work. The letter proposal will include a list of all services to be provided, a list of RK team members that will be active on the project and the estimated number of hours for each task. A total budget will also be provided. RK will **always** assign Mr. Robert Kahn, P.E., T.E. and/or Mr. Alex Tabrizi, P.E., T.E. to be the primary contact and lead for any City of Costa Mesa projects.

When a new project is assigned, RK will immediately initiate the work effort. All projects assigned by the City of Costa Mesa will be a priority. Budgets, time frames and scopes of work will be followed closely. RK will attend a kickoff meeting with City staff if needed. During the work effort, RK will continue to interface with the City on a weekly basis in order to provide updates, preliminary results, etc. RK will provide the City with results and recommendations that are in the form of text, tables, exhibits, graphs, etc. When required, Mr. Robert Kahn, P.E., T.E. and/or Mr. Alex Tabrizi, P.E., T.E., will attend staff meetings,

public hearings, workshops, community meetings, etc. in order to share essential data for the assigned project.

List of Public Agency Work Performed in the Last Five Years

The RK team has provided consulting and engineering services for a large number of public agencies. The following is a list of some of the public agencies that RK has provided consulting and engineering services for in the past five years:

- City of Aliso Viejo
- City of Newport Beach
- City of Laguna Hills
- City of Irvine
- City of La Habra
- City of Mission Viejo
- City of Upland
- City of Garden Grove
- City of Perris
- City of San Jacinto
- City of Thousand Oaks
- City of Temecula
- City of Rancho Cucamonga
- City of Pico Rivera

A summary of RK Engineering Group, Inc. Public Agency Representative Projects is provided in Attachment A to this proposal. The section contains a brief summary of sample projects recently completed by the firm for public agencies.

Professional References

A summary of RK Engineering Group, Inc. Professional References is provided as Attachment B to this proposal.

RK Engineering Group, Inc. Fee Schedule

The most current billing rates for RK Engineering Group Inc. staff is contained in Attachment C.

Compliance with Professional Services Agreement (PSA)

RK has reviewed and approved the Professional Services Agreement provided by the City of Costa Mesa. RK will authorize the document and provide the City with a Certificate of Insurance upon commencement.

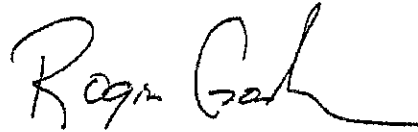
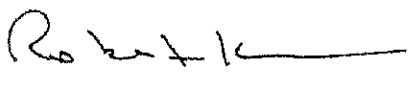
Conclusion Statement

RK's location within the City of Costa Mesa, decades of experience, and local expertise will be an asset to the City of Costa Mesa. RK will provide exceptional engineering services on a short notice. All projects assigned by the City will be a priority and handled with urgency by senior staff (Mr. Robert Kahn P.E., T.E., and/or Mr. Alex Tabrizi, P.E., T.E.). RK will team closely with City staff on assigned projects.

If you have any questions regarding our firm, or if you would like to arrange an interview, please do not hesitate to call us at (949) 474-0809.

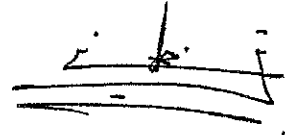
Thank you for your consideration.

Respectfully submitted,
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E., T.E.
Founding Principal

Rogier Goedecke.
President, Operations



Alex Tabrizi, P.E., T.E.
Associate Principal

Attachment A

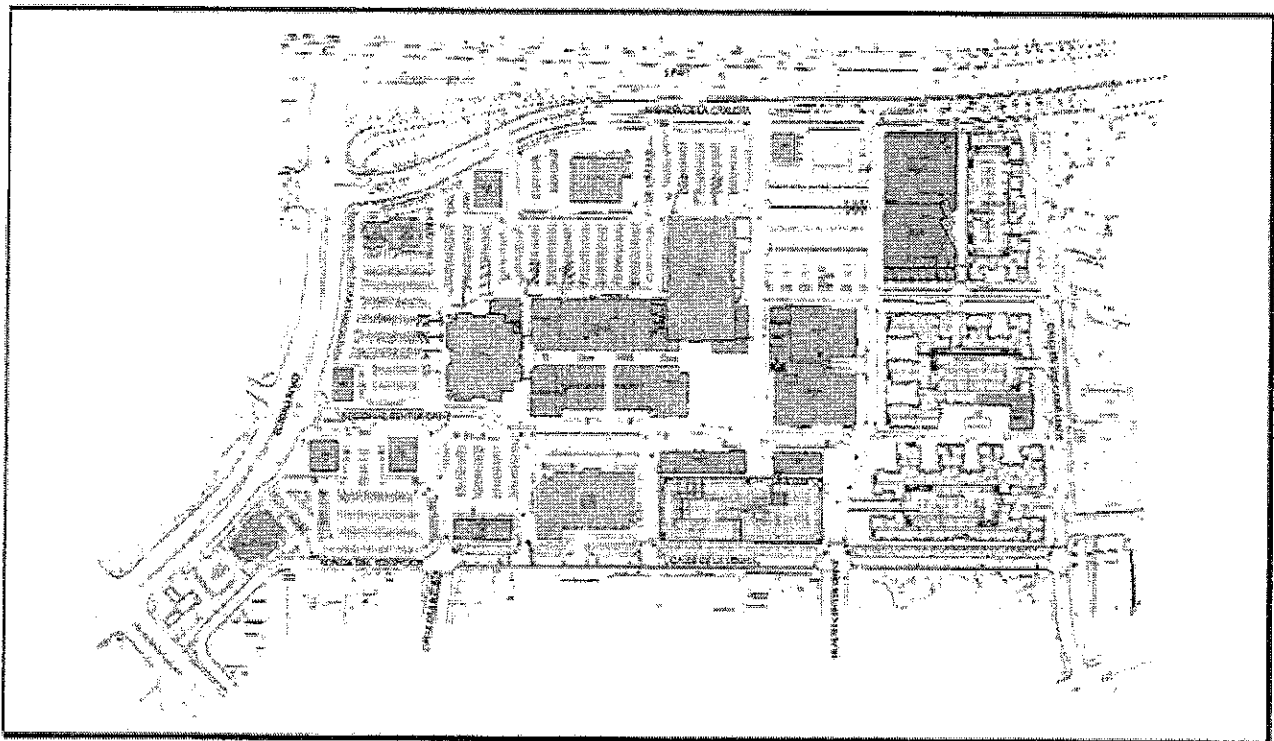
RK Engineering Group, Inc.

Representative Projects



Laguna Hills Mall Expansion (Five Lagnas) Traffic Peer Review, City of Laguna Hills

- a. Year: 2016
- b. Status: Approved
- c. Project Budget: \$8,000
- d. Contact: Mr. Ken Rosenfield, City of Laguna Hills, Director of Public Works
Phone (949) 707-2655

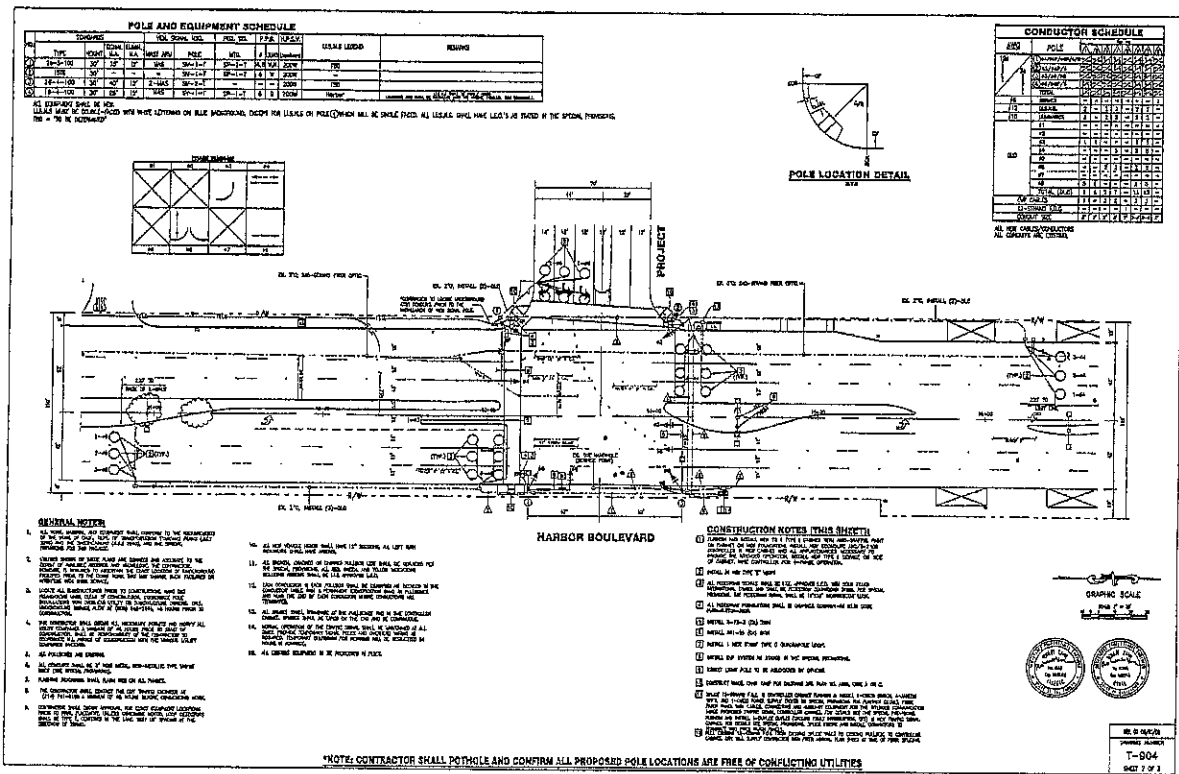


Summary: RK provides On-Call Professional Traffic Engineering Services for the City of Laguna Hills. RK's task was to peer review the traffic impact analysis and the shared parking calculation for the Laguna Hills Mall expansion project. RK worked with the City Traffic Engineer and Planning Staff to obtain project goals and objectives, RK provided comments via a technical memorandum and attended a city council hearing to assist staff and council members for any technical related comments regarding the traffic and parking analysis. Project was completed ahead of schedule and on budget.



Great Wolf Lodge, City of Garden Grove

- Ongoing
- Status: Approved
- Project Budget \$59,150
- Contact: Mr. Dan Candelaria, City of Garden Grove, City Traffic Engineer
Phone (714) 714-5100



Summary: RK provides on going traffic engineering services to the City of Garden Grove. RK was selected to complete technical studies for the Great Wolf Lodge. The project consists of 605 hotel rooms, 10,000 square feet of conference space, 8,000 feet of restaurant and a waterpark. RK completed a traffic impact study, parking analysis, environmental studies and a signal design plan to accommodate the project. RK worked closely with staff and the project applicant in order to provide accurate and concise technical reports. Project was completed ahead of schedule and on budget.

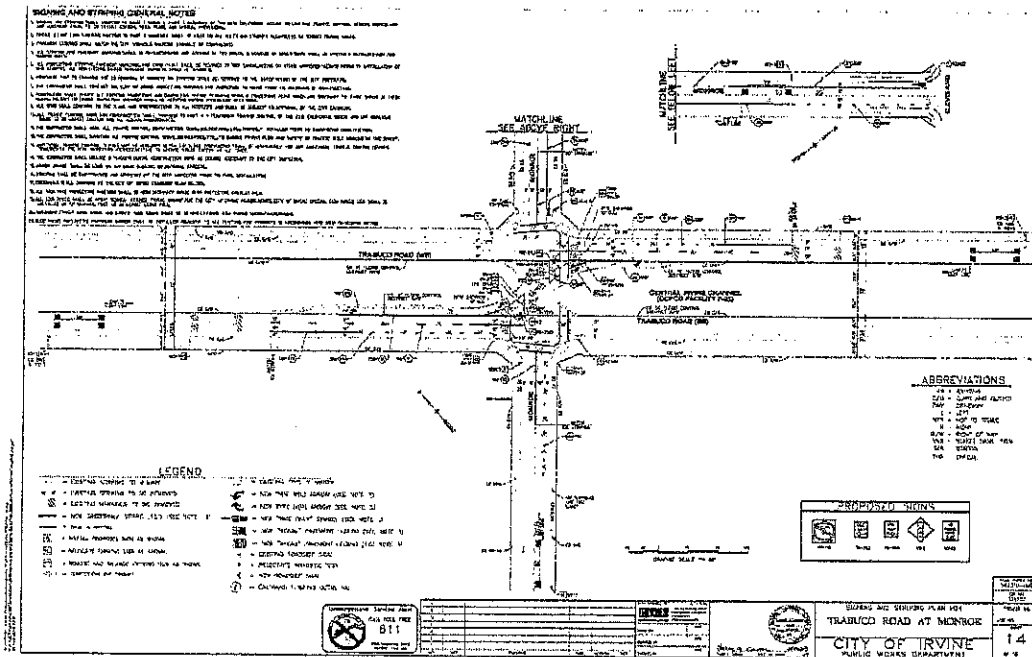


Trabuco Road Corridor Study, City of Irvine

- a. Year: 2015
- b. Status: Approved
- c. Project Budget \$38,502
- d. Contact: Ms. Katie Berg Curtis, City of Irvine Project Development Administrator Phone (949) 724-7347

Trabuco Road at Monroe Intersection Signing and Striping Plans

Exhibit E



800-201-4411 (toll-free)
TRABUCO ROAD CORRIDOR STUDY (COLLECTOR DRIVE TO JEFFREY ROAD) City of Irvine 2/26/15



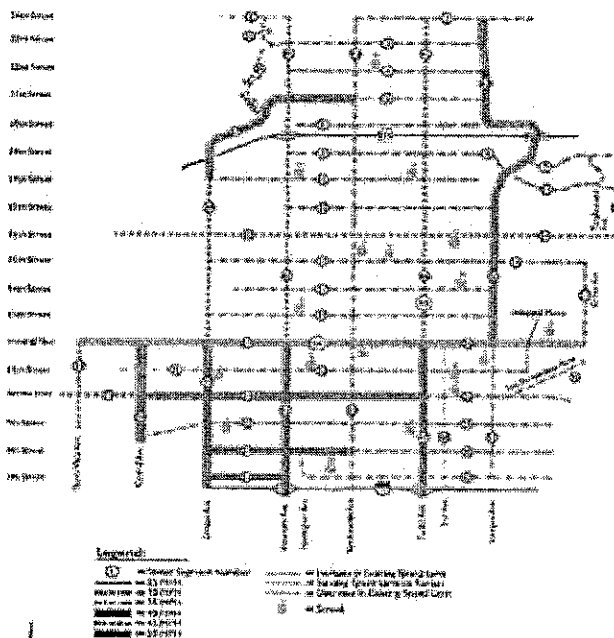
Summary: RK was selected by the City of Irvine to provide a study and develop multiple alternatives to enhance circulation and safety along Trabuco Road between Culver Drive and Jeffrey Road. A detailed site visit and observations were conducted, sight distance was measured, collision reports were reviewed, and traffic volume data was collected. RK prepared a detailed Synchro traffic network model of the corridor for existing and future conditions and qualitatively and quantitatively evaluated various improvement options including cost estimates for each alternative and its elements. During the course of the project, RK worked closely with City Staff on a weekly basis to provide on-going updates and data. RK drafted findings and recommendation based on the data collected and feedback by City staff. The project was completed ahead of schedule and on budget.



City-Wide Professional Traffic Engineering Services, City of Upland

- a. Year 2015-2016
- b. Status: On-Going
- c. Project Budget: \$67,707
- d. Contact: Mr. Ponce Yambot, City of La Habra Principal Engineer Phone (909) 931-4235

Exhibit E
Recommended Speed Zones



RK engineering
group, Inc.

Summary: RK was selected to perform the following:

(1) Citywide Speed Surveys: Generally consisting of preparation of a Traffic and Engineering Speed Survey at 58 roadway segments in accordance with the guidelines established by the California Vehicle Code (CVC) and the CAMUTCD;

(2) Traffic Signal Equipment Review: Generally consisting of field review of existing equipment and inventory of the existing 83 traffic signals maintained by the City; and

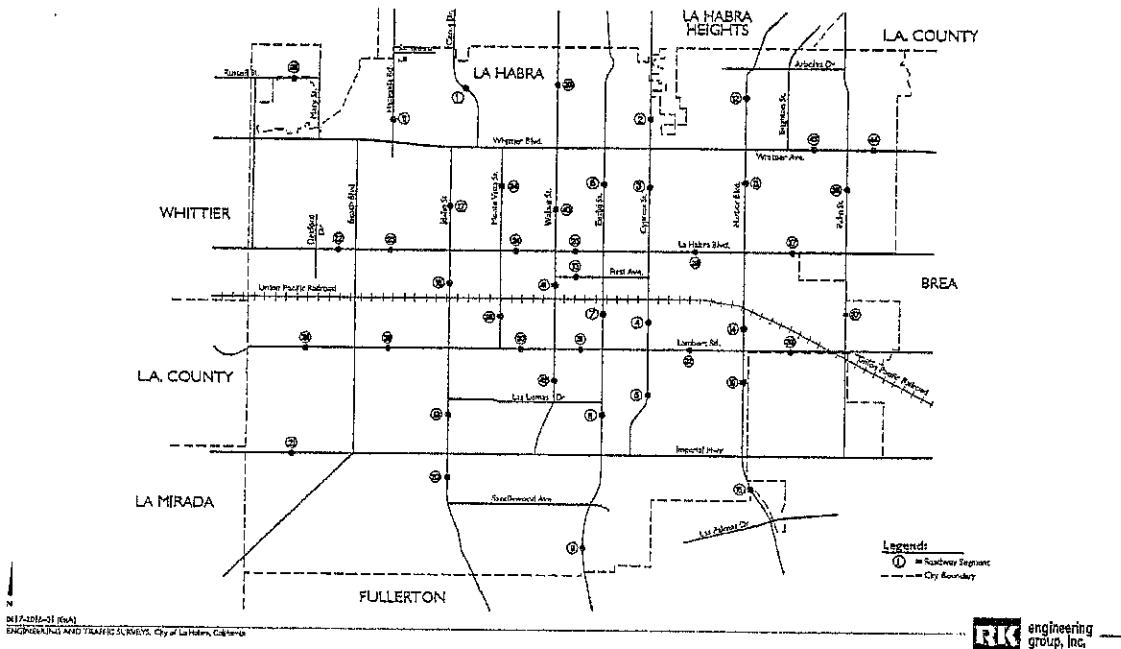
(3) Local Signal Timing Update: Generally consisting of review of the timing charts in each traffic signal control assembly and verification against existing equipment and timing. Additionally, as part of this task, the City requested review of minimum yellow times and pedestrian clearance times to account for the new MUTCD pedestrian walk time of 3.5 feet per second. This is an ongoing project that is currently on time and within the approved budget.



Engineering and Traffic Speed Surveys, City of La Habra

- a. Year 2016
- b. Status: Approved
- c. Project Budget \$11,500
- d. Contact: Mr. Nelson Wong, Director of Public Works Phone (714) 992-2990

Exhibit A
Location Map

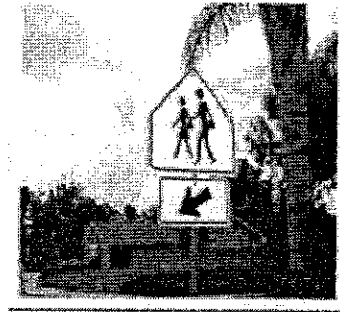


Summary: RK was selected to conduct updated radar speed surveys at eighteen (18) roadway segments within the City. RK attended a kick off meeting with City staff, conducted a field review, obtained radar speed surveys, obtained ADT counts, reviewed accident data and set speed limits for all roadway segments analyzed. RK followed the CAMUTCD when making recommendations for the report. The analysis is currently being reviewed by City staff. The project was completed on-time and on-budget.



Viejo Elementary School Safe Routes to School Program, City of Mission Viejo

- a. Year 2012
- b. Status: Approved
- c. Project Budget: \$20,900
- d. Contact: Mr. Phillip Nitollama, Traffic Engineer Public Works (949) 470-3068

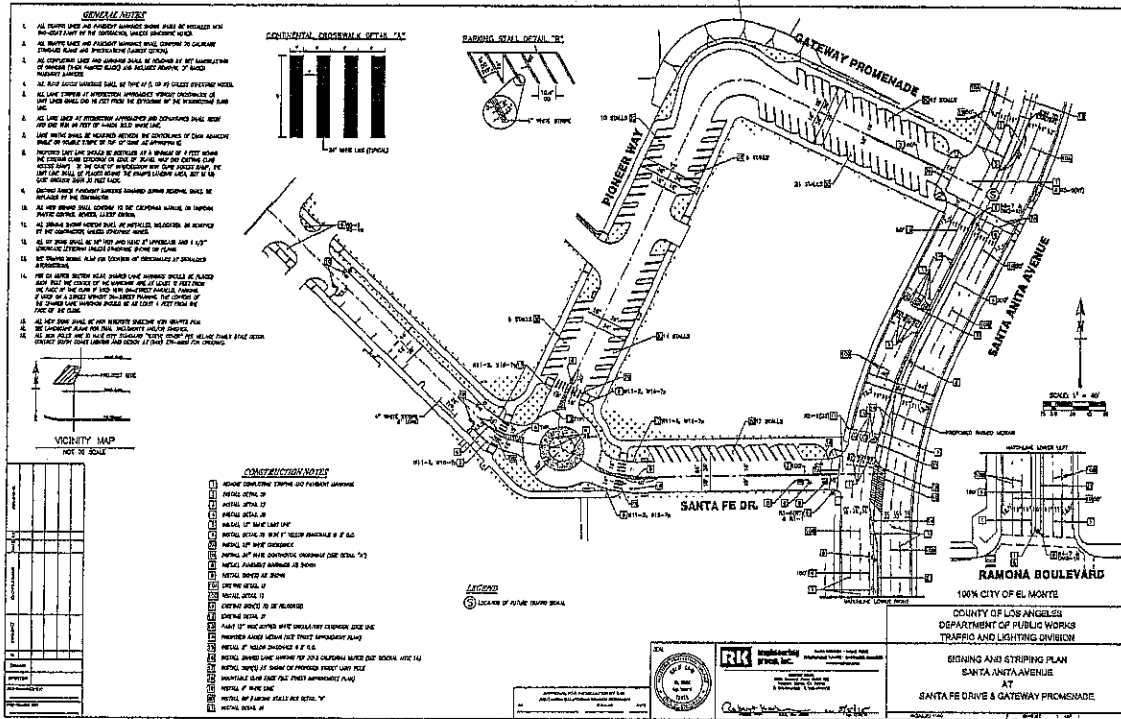


Summary: RK was selected to team with the City of Mission Viejo to develop a safe routes to school program for the Vista Elementary School. RK attended a city workshop meeting with city staff and law enforcement, presented at the school's PTA meeting, conducted a field review, and obtained traffic, pedestrian, bus and bicycle data from the surrounding roadway network. RK drafted findings and recommendations to improve safety and multi-modal traffic flow to and from the campus. RK drafted recommendations that included crossing guards, roadway striping, signs, speed cushions, bicycle racks, pick-up and drop-off improvements, etc. The project was completed on time and on budget.



Gateway Roundabout Design, City of El Monte

- a. Year: 2014-2015
- b. Status: Project Approved
- c. Project Budget: \$25,000
- d. Contact: Mr. Miguel Vasquez, Project Manager

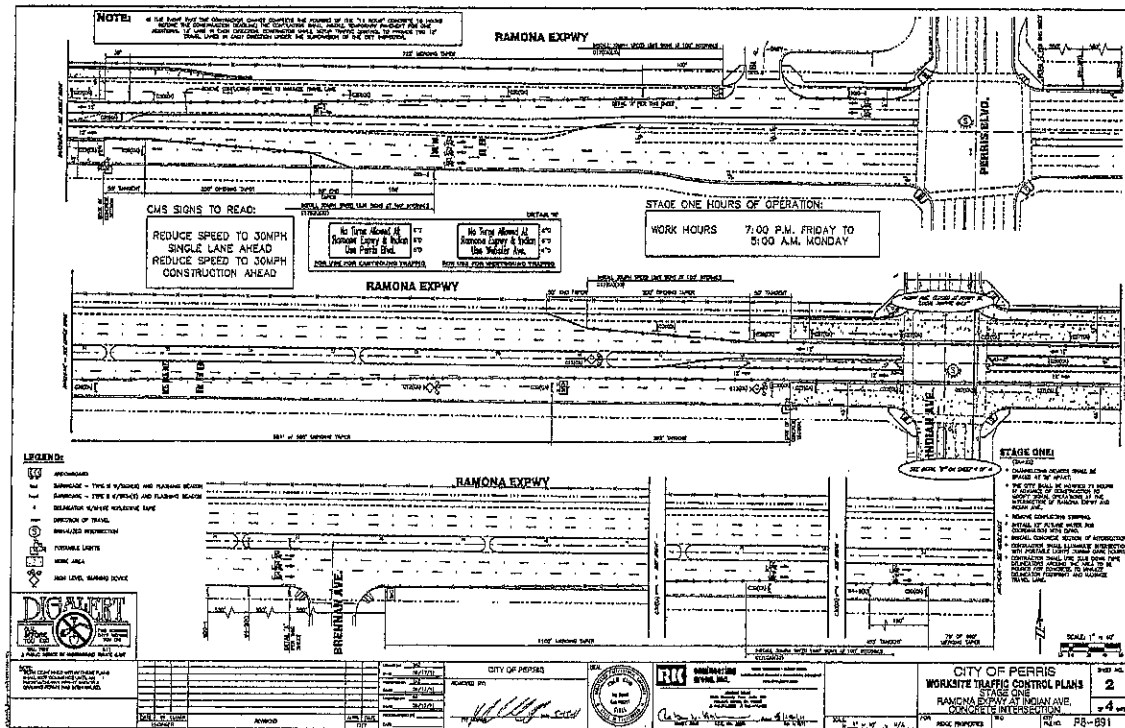


Summary: RK drafted a basic street design with respect to the City of El Monte as related to traffic design requirements. This included the design of the roundabout. The traffic signal design included a title sheet, one (1) traffic signal design plan, plans showing the modifications to the existing signing and striping along Santa Anita Avenue and laying out the proposed signing and striping on streets "A", "B", and "C". An engineer's estimate of probable cost was provided. The design was prepared pursuant to City of El Monte standards. It was reviewed and approved by City staff. Project was completed on time and on budget.



Indian Avenue at Ramona Expressway Worksite Traffic Control Plan

- a. Year: 2011
- b. Status: Project Approved
- c. Project Budget: \$9,250
- d. Contact: Mr. Dennis Rice, Project Manager



Summary: RK completed worksite traffic control plans (WTCP) for the installation and construction of a 12-inch water line for future use and concrete paving at the intersection of Indian Avenue at Ramona Expressway. The project segment is approximately 4,600 feet in length and is located in the City of Perris.

The traffic control plans were designed in phases to detour and route traffic as well as to provide a practical method to facilitate project construction. Plans were created to accommodate the proposed storm drain and concrete paved intersections, as well as the segment closure of Indian Avenue. RK prepared a detour plan routing traffic around this road/travel-way closure.

The traffic control plan set was designed so that the construction of the project may be completed in minimal time. The plans included typical cross-sections, signing and striping, and traffic control details applicable to the design. RK drafted a title sheet showing the detour plan and approximately ten (10) plan sheets were needed for this effort.



Attachment B

RK Engineering Group, Inc.

Professional References

PROFESSIONAL REFERENCES

RK offers the following professional/project references:

LADOT (Los Angeles Department of Transportation)
221 N. Figueroa Street, Suite 500
Los Angeles, CA 90012
(213) 972-8482
Mr. Wes Pringle

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
(949) 425-2506
Mr. Shaun Pelletier

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2655
Mr. Kenneth Rosenfield

City of Mission Viejo
25909 Pala, Suite 150
Industry, CA 92691
(949) 470-3000
Mr. Philip Nitollama

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
(949) 644-3309
Mr. Brad Sommers

City of Irvine
One Civic Center Plaza
Irvine, CA 92606
(949) 724-7347
Ms. Katie Berg-Curtis

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4332
Ms. Christina Gallagher

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92642
(714) 741-5578
Mr. Dan Candelaria

City of Dana Point
33828 Golden Lantern
Dana Point, CA 92629
(949) 248-3588
Ms. Erica Demkowicz

Attachment C

RK Engineering Group, Inc.

Fee Schedule

Exhibit A

Billing Rates for RK ENGINEERING GROUP, INC.

Compensation for Services

The Consultants Billing rates for services are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$165.00
Associate Principal	\$150.00
Senior Associate	\$140.00
Associate	\$130.00
Principal Engineer/Principal Planner/Principal Designer	\$120.00
Senior Engineer/Senior Planner/Senior Designer	\$110.00
Engineer/Planner III	\$105.00
Engineer/Planner II	\$ 95.00
Engineer/Planner I	\$ 90.00
Assistant Engineer/Planner	\$ 80.00
Transportation Analyst	\$ 65.00
Senior Engineering Technician	\$ 75.00
Engineering Technician III	\$ 70.00
Engineering Technician II	\$ 60.00
Engineering Technician I	\$ 50.00
Engineering Aide	\$ 45.00
Executive Assistant	\$ 65.00
Administrative Assistant	\$ 50.00
Administrative Aide	\$ 40.00
Clerical Aide	\$ 35.00

General

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

Appendix A

RK Engineering Group, Inc.

Quality Transportation Solutions

Qualifications Statement

Personnel Résumés

CA Small Business Certification

Documentation of Licensed Professional

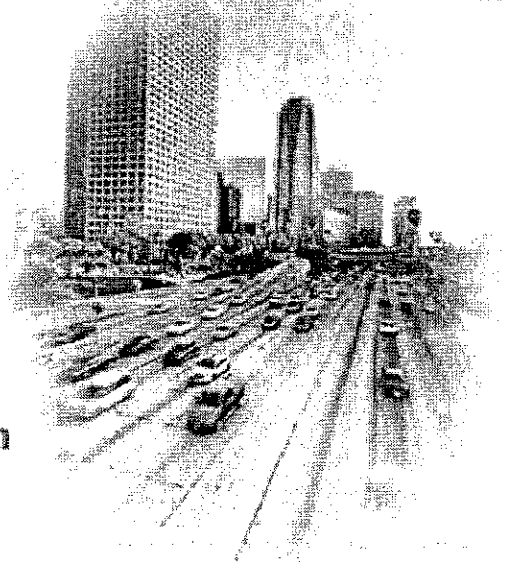
Certificate of Insurance



**engineering
group, inc.**

Quality Transportation Solutions

**Innovation
Experience
Reputation
Expertise
Creativity
Client Satisfaction**



Transportation Planning

Traffic Impact Studies
Transportation Planning
Transportation Demand Management
Homeowner Association Traffic Review
Parking Demand Studies
Engineering and Speed Surveys
Traffic Calming



Traffic Engineering & Design

Traffic Signal & Signing/ Striping Plans
Traffic Control Plans
Traffic Engineering Studies
Parking Lot Layouts
Traffic Calming Design
Traffic Signal Coordination Analysis
Routes to School



Environmental Engineering

Noise and Air Quality Studies
Sound Barrier Analysis
General Plan Noise
& Air Quality Elements
Noise Ordinance Compliance
Room to Room Acoustical Analysis
Noise and Air Monitoring/ Analysis

Robert Kahn, P.E.
Founding Principal
Rogier Goedecke
President

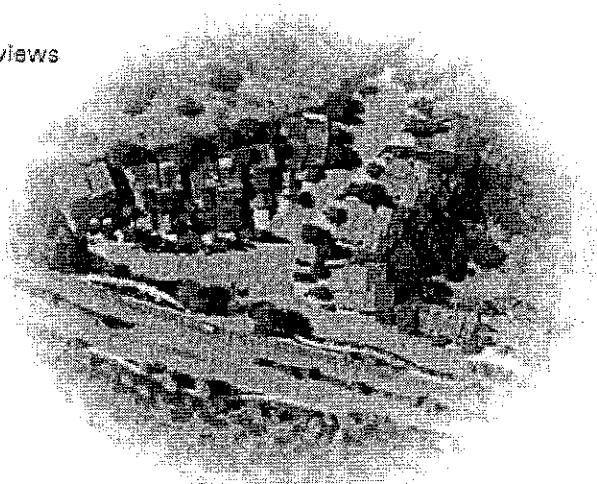
4000 Westerly Place
Suite #280
Newport Beach, CA 92660
Ph. - 949.474.0809
Fax - 949.474.0902
E-mail - info@rkengineer.com
<http://www.rkengineer.com>



Quality Transportation Solutions

Besides its power to improve the livability of a neighborhood, the beauty of traffic calming is that it can be applied economically and flexibly to meet the individual needs of a community. The goal of traffic calming is to make our streets safer and more comfortable for all users and residents.

Homeowner Association Reviews
Traffic Control Review
Speed Limit Review
Traffic Calming
Planning/ Design
Community Parking Studies
Pedestrian Facilities
Sight Distance Review
Signing and Striping Design



Traffic Calming is a system of design and management strategies that aim to balance traffic on streets with other uses. It is founded on the idea that people should be able to walk, meet, play, shop and even work alongside cars - but not dominated by them.

**RK Can Utilize These
Tools to Create a
Custom Solution to
Maximize Effectiveness
Within a Community**

- Road Humps, Speed Tables, and Traffic Cushions
- Striping to narrow the perceived width of the street.
- Diagonal/Parallel Parking
- Widening Sidewalks/Narrowing Streets and Traffic Lanes
- Bulbs - Chokers - Neckdowns
- Chicanes
- Roundabouts /Traffic Circles
- Raised Medians
- Tight Corner Curbs
- Diverters
- Pavement Textures (Pavers or Stamped Concrete/Asphalt)
- Changing One-Way Streets to Two-Way
- Road Closures

Robert Kahn, P.E.
Founding Principal

Rogier Goedecks
President

4000 Westerly Place
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Quality Transportation Solutions

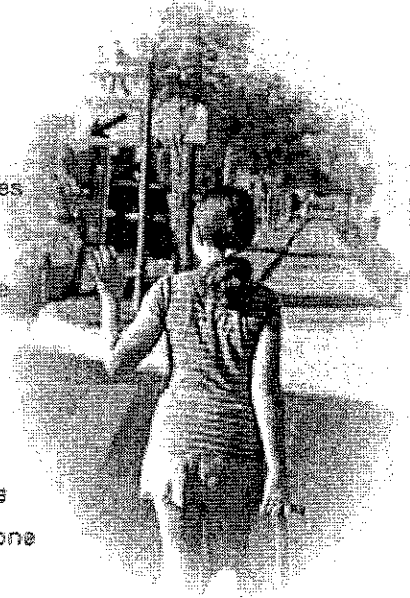
Safe Routes to School is designed to encourage children to walk and bike to school through education, encouragement, and engineering. From promoting the initiative at schools and completing the grant application to traffic engineering and infrastructure improvements, RK along with its affiliates can help school districts facilitate the process of bringing a Safe Routes to School Program to their community. Having been successfully implemented in hundreds of communities throughout California and the United States, Safe Routes to School has decreased traffic and pollution and increased the health and safety of children and the community.

RK Offers these Services to Get Your Children To and From School Safely and Efficiently

- Safe Route to School Plans
- Crosswalk Studies
- Internal Traffic Circulation Review
- Traffic Calming
- Parking studies
- Stop Warrant Analysis
- Traffic Signal Warrant Analysis
- In-Pavement Crosswalk Lighting
- Intersection Reviews for those with high accident rates.

Solutions for:

- Designated safe routes to school plans
- Speeding/reckless driving in school zone
- Unsafe parking and drop-off/pick-up practices
- Long traffic queuing and backup during drop-off/pick-up times
- School bus loading zone conflicts and double parking
- Unclear school area signs and crosswalks with low visual impact and recognition
- Poorly maintained/faded crosswalks and signs
- Improving children's safety to enable more bicycling and walking



In 1994, 806 children ages fifteen and younger were killed and 30,000 were injured as pedestrians. That equals an average of 86 children killed or injured each day.

Children aged five through fifteen represent only 16 percent of the U.S. population. Yet they accounted for 30 percent of all pedestrian injuries in 1994.

— Federal Highway Association

Robert Kahn, R.E.
Founding Principal
Roger Goedecke
President

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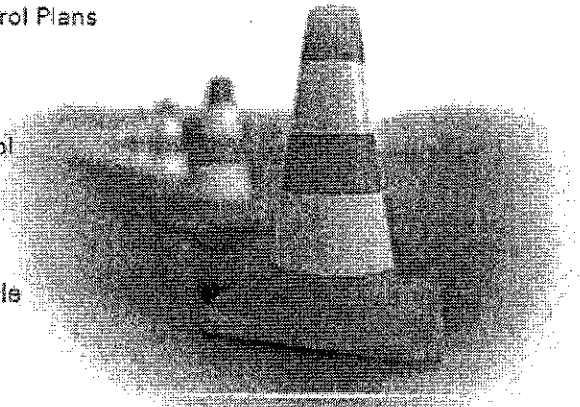


Quality Transportation Solutions

Worksite traffic control plans are designed to direct vehicular and pedestrian traffic around a construction zone, accident or other road disruption, thus ensuring the safety of emergency response teams, construction workers and the general public.

Worksite Traffic Control Plans

- Detour Plans
- Special Event Plans
- On-Site Traffic Control Management
- On-Site Spot Safety Inspections
- Pedestrian and Bicycle Traffic Control Plans



RK has traffic control experts who can professionally design traffic control plans tailored to your project's needs. We offer detailed plans for road detours, special events, and phased construction zones to move traffic safely through the work area, while protecting those working on the project. RK's plans are certified by Licensed Civil Engineers, ensuring a professional and thorough design.

RK Can Utilize
These Tools
to Ensure
Safety and
Protection
at Your
Work Site

- Spot Checks: Morning, Afternoon and Night
- Road Closures
- Flagging Operations
- Merging and Shifting
- Taper Calculations
- Traffic Control Consultation
- Identify Safety Needs
- Buffer/Work Area Calculations
- Worker Safety Considerations
- Temporary Striping/ Pavement Markings
- Temporary Signals
- Traffic Control Devices: Advance Warning Signs, Changeable Message Signs/ Arrowboards, Flashing Beacon, K-Rail/ Channeling Devices, Crash Cushions
- Barricades Type II and Type III with Signage
- California Manual on Uniform Traffic Control Devices (CA MUTCD)
- Work Area Traffic Control Handbook (WATCH)

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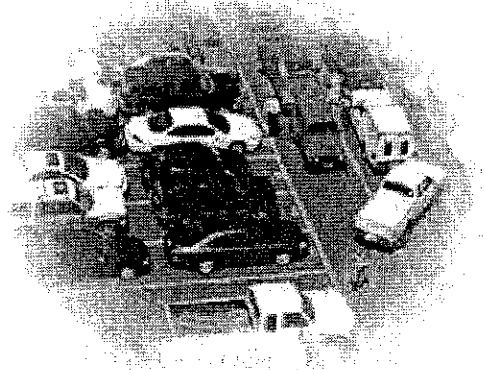
**engineering
group, inc.**

Ease your Traffic Trouble!

Traffic Troubles? Parking Problems?

RK has the answer! Get traffic at your facility moving with a customized Traffic & Parking Management Plan.

Ease frustration from employees, visitors and your community by implementing an effective traffic and parking management plan.



RK Engineering Group, Inc. (RK) is a full service transportation engineering firm that designs strategies to effectively manage traffic flow and parking demand for vehicles arriving and departing your facility.

Proven Results of RK's Customized Traffic and Parking Management Plans

- Reduce traffic speeds
- Lessens impact on local residents and businesses
- Improves pedestrian movements
- Effectively reduces queuing and waiting times for visitors arriving and departing your facility
- Maximizes available on-site parking
- Improves environmental emissions at your site with less vehicle queuing and idle time.

RK's Innovative Engineering "Tool Box"

- Conduct On-Site Evaluations to determine existing conditions
- Design customized Traffic and Parking Management tools that are appropriate for your specific type of facility, location and peak operation periods.
- Recommend short-term, long-term and special event strategies to improve and maximize effectiveness of vehicles entering, exiting and parking at your facility

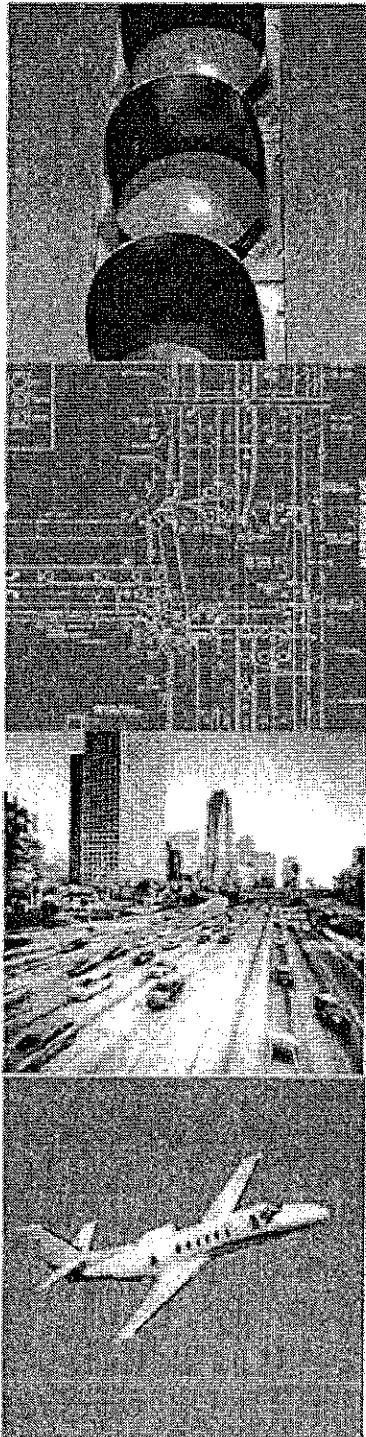
RK also provides air quality, noise, transportation planning & traffic engineering design services

**Robert Kahn, P.E.
Founding Principal**

**Rogier Goedecke
President**

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<http://www.rkengineer.com>

By-Pass Roadblocks with Quality Solutions



Qualifications Statement

- Traffic Impact Analysis
- Circulation Planning
- Transportation Demand Management
- Transit Planning
- Parking Studies
- Environmental Engineering
- Traffic Engineering

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Newport Beach, CA 92660

Ph: 949•474•0809 Fax: 949•474•0902

www.rkengineer.com



Qualifications Statement

RK engineering group, inc. uniquely combines engineering expertise and professionalism with creative thinking and innovative problem solving. The result is an extraordinary transportation engineering firm that possesses the requisite expertise as well as the ability to look across disciplinary boundaries for solutions others may overlook.

This innovative approach is evident by the breadth of services available to RK engineering group, inc.'s diverse clientele that includes regional governments, counties, cities, special districts, school districts, community associations, private developers and contractors, engineering and planning firms. Each client receives what RK engineering group, inc. is known for...on time, on target, on budget professional service.

The Complete Range of Transportation Engineering Expertise

RK engineering group, inc. is a complete transportation engineering firm offering the full range of services including:

- Transportation Planning
- Traffic Engineering
- Traffic Impact Studies
- Circulation Elements
- Transit/Pedestrian Systems
- Parking Studies
- Traffic Signal and Signing/Striping Plans
- Traffic Control Plans
- Street Lighting Plans
- Community Traffic Calming
- Traffic Signal Timing

RK engineering group, inc. also integrates transportation, air quality and noise impacts into environmental engineering services including:

- Acoustical Studies
- Sound Barrier Analysis
- Noise Elements
- Noise Ordinance Compliance
- Air Quality Studies

The Right Personnel for the Job

RK engineering group, inc.'s staff represent more than 70 years of cumulative experience in traffic engineering and related disciplines.

Beyond this experience, RK engineering group, inc. personnel are recognized leaders in the fields of transportation planning, traffic impact analysis, circulation planning, multi-modal planning, parking studies, and environmental engineering.

The combination of this experience and expertise means that major program assignments and small technical studies are all successfully completed to the satisfaction of RK engineering group, inc.'s clientele.

Quality Work Attracts Quality Clients

Perhaps the best measure of a firm's capabilities is the quality of the clientele it attracts. RK engineering group, inc. is pleased to count among its satisfied clientele the Orange County Transportation Authority, and the Transportation Corridor Agencies as well as the counties of Orange and Riverside.

Municipal clients have included the cities of Canyon Lakes, Huntington Beach, Irvine, Mammoth, Mission Viejo, Moreno Valley, Murrieta, Newport Beach, Perris, Rancho Santa Margarita, and San Juan Capistrano. Institutional clientele have included a range of school districts as well as respected institutions like the University of California, Irvine; Pomona College, Western State University College of Law, and California Baptist College. Community Association clients include the CZ Master Association in Coto de Caza, Aliso Viejo Community Association and numerous other associations.

RK engineering group, inc.'s client list also includes more than 500 private sector companies ranging from developers and engineers to urban planners.



**engineering
group, inc.**

Qualifications Statement

Traffic Impact Analysis

RK engineering group, inc. staff have prepared several hundred traffic impact studies throughout Southern and Central California, as well as Southern Nevada, Arizona and Colorado. Work products provided by the firm includes conceptual planning/feasibility studies or detailed design recommendations. The firm can evaluate both existing conditions and the effects of future development upon infrastructure requirements. RK engineering group, inc. staff have prepared numerous studies in compliance with Congestion Management Program (CMP) requirements.

RK engineering group, inc. responsibilities can include representing clients at Board of Supervisors, City Council and Planning/Traffic Commissions meetings; serving as a liaison with company/public agency representatives on technical matters involving traffic impacts; working with County, regional and state agencies to secure government approvals and funding for projects; and interfacing with other firms to provide coordination of engineering/planning and design of projects.

Circulation Planning

RK engineering group, inc. has a broad range of experience including city general plan circulation elements, specific plans, traffic control assessments for special attractions or major events, site access evaluations, traffic management plans and fee program studies.

RK engineering group, inc. services include the preparation of neighborhood traffic management plans to reduce volumes on residential streets, minimize vehicle speeds, and address "cut through" traffic issues. Traffic calming solutions which have been addressed are based on design and management strategies that aim to allow safer neighborhoods for residents. These solutions include roundabouts, street closures, speed humps, chokers, and access restrictions.

RK engineering group, inc. also provides services for school districts. These services include, but are not limited to sidewalk improvements, pedestrian and bicycle crosswalks, traffic control devices as well as diversion of traffic. Also, other services may include revising and recommending feasible school circulation as well as parking lot design for designation of "pick-up" and "drop-off" parking zones. This service is intended to provide a safe route of travel and a safe traffic environment for children attending schools.

Transportation Demand Management

Transportation demand management (TDM) strategies designated for local government action have taken on increased importance in light of federal conformity requirements. Many local governments have adopted trip reduction ordinances to comply with the state and federal mandates. RK engineering group, inc. has prepared TDM plans for industrial, office, retail and residential projects throughout Southern California. RK engineering group, inc. services include the determination of appropriate transportation control measures as well as project-specific implementation and monitoring strategies.

Transit Planning

The increasingly intermodal aspects of regional and local transportation are being addressed by RK engineering group, inc. on an integrated basis. RK engineering group, inc. staff have prepared detailed studies of on-road and rail transit services, including corridors and stations.

RK engineering group, inc. has provided assessments of the location, design and travel patterns associated with commuter rail stations in Orange County, San Bernardino County and Kern County. Accommodations for public transportation services, such as bus turnouts and pedestrian access linkages, have been incorporated into many large and small development projects based upon RK engineering group, inc. inputs.



**engineering
group, inc.**

Qualifications Statement

Parking Studies

RK engineering group, inc. has completed a number of parking studies for residential, commercial and industrial developments. Studies have included evaluating existing parking demand and the assessment of "shared parking" through the use of ULI shared parking evaluation procedures. Parking management plans have been developed to control parking for high parking generators (i.e. large institutional uses and special events including raceways and concerts).

RK engineering group, inc. develops creative and innovative methods for maximizing the efficiency of available parking resources.

Re-evaluating existing parking facility designs to improve circulation, safety, modify control operations and maximization of parking spaces is also a specialty of the company.

Environmental Engineering

As communities continue to evolve and develop, environmental noise and air quality impacts are a potential by-product of community expansion. RK engineering group, inc., services include EIR air/noise studies, noise contour analysis, noise exposure maps (NEM), air/noise impact studies, community and environmental air/noise planning and noise mitigation design. The effects of traffic on noise and air quality are a significant by-product of roadway design. Robert Kahn, P.E. a Certified Acoustical Engineer (No. 112-88) in the County of Orange and is supported by Michael Dickerson, INCE (Institute of Noise Control Engineers) member. RK engineering group, inc. services include acoustical studies, truck mix studies, noise control assessments and noise mitigation design.

RK engineering group, inc. uses "state of the art" computer modeling to project noise impacts and also has the equipment to perform field measurements.

Traffic Engineering

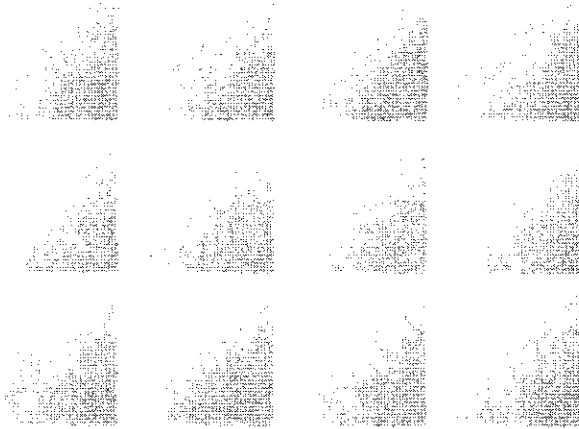
RK engineering group, inc. provides a full range of traffic engineering capabilities including the design of traffic signals, signing and striping, street lighting and worksite traffic control plans. RK engineering group, inc. also provides studies for traffic signal warrants, weaving analysis, intersection safety studies and many other traffic engineering services that also include, but are definitely not limited to, pedestrian/bicycle studies, warrant analysis, CA MUTCD compatibility and sight distance reviews. Work products provided by the firm can include concept plans, improvement plans, construction documents, traffic safety/traffic control studies and recommendations with respect to evaluating traffic control devices and other roadway design features. Traffic design plans are prepared using AutoCAD software to easily interface with other project plans. RK engineering group, inc. can prepare engineering studies to identify appropriate speed limits based upon radar speed surveys. Field review of existing conditions is an important element of the RK engineering group, inc. design process.

RK engineering group, inc. provides services for traffic signal timing and coordination in linking traffic signals along a corridor. The goal of traffic signal coordination is to safely optimize driver travel times and traffic flow along arterial corridors. This efficient method of operating traffic control systems not only benefits public safety but also benefits air quality resulting from lower emissions from decreased stop-and-go traffic. Traffic signal timing and coordination is a beneficial and cost effective method that increases driver mobility while also reducing air pollution. By providing traffic signal and coordination services, RK engineering group, inc. continues to aid cities and agencies in effectively reducing traffic congestion delay and air pollution.

RK engineering group, inc. responsibilities can also include providing complete traffic engineering plans, specifications and cost estimates; evaluating existing traffic conditions, including traffic control devices; recommending appropriate speed limits based upon radar speed studies, accident history and existing physical conditions; reviewing the need for traffic control devices; sight distance evaluations, including before and after project implementation; evaluation of the need for speed humps as an appropriate roadway design feature and other traffic engineering functions.



Resumes



Our Team Members

Robert Kahn, P.E.

Rogier H. Goedecke

Alex Tabrizi, P.E.

Steve Zevallos

Bryan Estrada, P.T.P



Robert Kahn, P.E., T.E

Principal

Areas of Expertise

- Traffic Engineering
- Transportation Planning
- Transportation Solutions
- Traffic Impact Analysis
- Circulation Systems for Planned Communities
- Traffic Control Device Warrants
- Traffic Calming
- Traffic Safety Studies
- Bicycle Planning
- Parking Demand Studies
- Transportation Demand Management
- Traffic Signal, Signing and Striping Plans
- Traffic Control Plans
- Parking Lot Design
- Acoustical Engineering
- Noise Impact Studies
- Expert Witness Services

Professional History

- RK Engineering Group, Inc. 2001-Present
- RKJK & Associates, Inc., Principal, 1990-2000
- Robert Kahn and Associates, Inc., Principal, 1988-1990
- Jack G. Raub Company, Vice President Engineering Planning, 1977-1988
- The Irvine Company, Program Engineer, 1972-1977
- Caltrans CA Division of Highways, Assistant Engineer, 1968-1972

Representative Experience

Robert Kahn, P.E., has worked professionally in traffic engineering and transportation planning since 1968. He received his master of science degree in civil engineering from the University of California, Berkeley, Institute of Transportation and Traffic Engineering. Mr. Kahn received his bachelors degree in Civil Engineering from the University of California, Berkeley.

Mr. Kahn started his career in California Division of Highways (Caltrans) and developed the first computerized surveillance and control system for the Los Angeles area. Mr. Kahn developed the California Incident Detection Logic which is utilized throughout California for the detection of traffic incidents on the freeway system.

Mr. Kahn has worked for a major land development company preparing Master Plans for infrastructure. He also has worked eleven years with a multi-disciplined consulting engineering firm in charge of the Engineering Planning Department. This included all facets of preliminary design, tentative map preparation, transportation and environmental engineering, and public agency coordination.

Mr. Kahn has provided traffic and transportation services to major planned communities including Aliso Viejo, Coto De Caza, Foothill Ranch, Highlands Ranch in Denver, Colorado, Mission Viejo, Talega Planned Community in San Clemente, and Wolf Valley Ranch in Temecula. He has also provided contract traffic engineering services to the Cities of Irvine, Norwalk, Perris and San Jacinto in Riverside County, California.

Mr. Kahn has prepared traffic impact studies for numerous communities throughout Southern California, Nevada and in Colorado. Major traffic impact studies include the Aliso Viejo Town Center, the Summit Development, the Shops at Mission Viejo, Kaleidoscope, Dana Point Headlands, Foothill Ranch, Talega, Majestic Spectrum, and Centre Pointe in the City of Chino.

His work in the area of parking demand studies and parking lot design has been extensive. Shared parking studies for the Aliso Viejo Town Center, Foothill Ranch Towne Centre, Trabuco Plaza and numerous commercial sites have been completed to accurately determine the peak parking demand for mixed use projects. Mr. Kahn has been able to make the most efficient utilization of parking lots by maximizing efficient and safe systems.



Robert Kahn, P.E., T.E

Principal

Education

University of California, Berkeley, M.S., Civil Engineering, 1968

University of California, Berkeley, B.S., Civil Engineering, 1967

University of California, Los Angeles, Graduate Courses in Transportation Systems, 1970

Registrations

California Registered Civil Engineer
No. 20285 - April 1971

California Registered Professional Engineer
Traffic, No. 0555 - June 1977

Colorado Professional Engineer
No. 22934, November 1984

Nevada Professional Engineer Civil
No. 10722 - March 1994

County of Orange, California Certified Acoustical Consultant
No. 201020 - 1984

Affiliations

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Urban Land Institute (ULI)

Orange County Traffic Engineers Council (OCTEC)

Teaching

UCI Graduate Urban Design Studio Class - Guest Instructor

ITS Berkeley - Tech Transfer
Fundamentals of Traffic Engineering - Instructor

UCI Senior Civil Engineering Mentoring Program

Mr. Kahn has been an innovator in developing and implementing traffic calming techniques. Over twenty years ago, Mr. Kahn refined the design and implementation standards for speed humps for use in local neighborhoods. Most recently, he has been involved in the development of modern roundabouts in lieu of traffic signals or other traffic control devices at intersections. Mr. Kahn previously presented the use of traffic calming devices in newly developing communities to the Institute of Transportation Engineers Traffic Calming Conference in Monterey, California.

Mr. Kahn has been involved in the design of traffic signal systems, signing and striping plans on hundreds of projects for the public and private sector. Most recently, he has completed the design of several traffic signals which will serve the renovated Shops at Mission Viejo Mall. Mr. Kahn was in charge of a major ITS project for the City of Irvine, which provided fiberoptic interconnect and closed circuit TV along Barranca Parkway, Alton Parkway and Lake Forest Drive.

Mr. Kahn has been involved in acoustical engineering since 1978. He was in responsible charge of the Aliso Viejo Noise Monitoring Program which redefined the 65 CNEL noise contours for MCAS El Toro. He has also developed computer applications of the FHWA Noise Model.

Mr. Kahn has prepared numerous noise impact reports in the Aliso Viejo, Mission Viejo, Foothill Ranch, Santa Margarita, Ladera and Talega Planned Communities. Noise impacts from stationery sources including car washes, loading docks, air conditioning compressors, drive-thru speakers and other sources have been evaluated in the Aliso Viejo Auto-Retail Center Noise Study, Albertsons Store 606 Noise Study-Rancho Cucamonga, Pro Source Distribution Building Final Noise Study in Ontario. Major specific plan and zone change noise studies have been prepared for the Summit Heights Specific Plan in Fontana, Lytle Creek Land and Resources Property in Rialto, Tamarack Square in Carlsbad, California, International Trade and Transportation Center in Kern County, California, and Sun City/Palm Springs.

Mr. Kahn founded the firm of Robert Kahn and Associates in 1988, which was the predecessor to RKJK & Associates, Inc. in 1990. He has made presentations to the ITE and the California Public Works Conference. Mr. Kahn has published numerous articles on traffic impact assessment, traffic calming, striping and the status of Bicycle Sharing in the USA.



**engineering
group, inc.**

Robert Kahn, P.E., T.E.

Principal

Robert Kahn has been involved in numerous legal cases as an expert witness and providing legal assistance in the area of traffic and environmental engineering. This has included traffic/parking impact analysis, traffic/circulation/parking impacts of ROW takes, traffic engineering design review, traffic safety studies and noise/vibration impact assessments. A sampling of these projects include the following cases:

- Tustin Avenue/Rose Drive Grade Separation Impact to Del Cerro Mobile Estates, City of Placentia
- 9582 Chapman Avenue – ULI Shared Parking, City of Garden Grove
- Plantation Apartments Norwalk 12809 Kainor Avenue I-5 Construction Noise Monitoring Assessment
- City of Huntington Beach vs. Alvarez, et al, Traffic Review of ROW taking
- Gene Autry Way Extension – Impacts to Anaheim Holiday Inn and Staybridge Suites Hotel, Anaheim
- UCSD Student Center Traffic and Parking Impact Review, City of San Diego
- Palma De La Reina Traffic Impact Analysis Review
- Newport Tech Center Traffic Study Review, Newport Beach
- City of Irvine Planning Area 18, 34 and 39 DEIR Traffic Impact Review, City of Irvine
- City of San Diego Big Box Ordinance, City of San Diego
- City of Yucaipa Big Box Ordinance, City of Yucaipa
- Electra Real Estates USA Mid Coast Corridor Transit Project Traffic/Circulation and Parking Impact Review, City of San Diego
- Rancho El Revino Specific Plan Traffic Impact Study Review
- President Hotel Santa Ana parking lot dispute
- Caceres vs. City of Fontana, represented City in an Intersection (Production at Santa Ana Ave.) Accident
- Caronna vs. City of Fontana, represented City in an Intersection (Sierra Ave. and Summit Ave.) Accident



**engineering
group, inc.**

Rogier H. Goedecke

President

Areas of Expertise

Business Development

Corporate Management

Financial Review & Analysis

Sales & Marketing

Project Management

Traffic Impact Analysis

Parking Demand Analysis

Education

B.S. International Marketing & Sales Management, Southern Illinois University at Carbondale, 1996

Professional History

RK Engineering Group, Inc.,
President
2006 to Present

Segue Corporation
Vice President, Corporate Development
2005-2006

Goedecke and Assoc. Inc.
Partner / Vice President
1996-2005

Affiliation and Awards

American Planning Association Member

City of Aliso Viejo Planning Commission Member (2007-2010)

Urban Land Institute Member (2005-Current)

Distinguished Alumni Guest Speaker at the SIU College of Business

World University Games competitor, Long Distance Swimming

Representative Experience

As President, Rogier Goedecke brings over 20 years of business development and managerial experience to RK Engineering Group, Inc. His commitment to superior customer service and team leadership is evident in his experience in global operations and management within the IT industry.

Mr. Goedecke is responsible for directing RK's strategic plans and integrating advanced solutions in order to better serve clients and enhance RK's market presence. In addition, Mr. Goedecke is also responsible for overall business operations, business development and marketing at RK, as well as, overseeing project management for the Transportation Planning and Environmental divisions of the firm.

During his career, Mr. Goedecke was most recently Vice President of Corporate Development and was responsible for expanding business opportunities by building mutual partnerships and exclusive contracts. Prior to that experience, he was a partner in a premier worldwide computer and communications equipment distributor. Since its inception in 1995, it grew to include locations in the USA, The Netherlands and Australia and served the needs of Fortune 100 companies, such as: NCR, HP, Unisys and IBM.

Mr. Goedecke regularly lectures at universities on current issues in Business and Customer Service and has published articles in professional trade journals on Management and Logistics. At the Visionary Selling to Executives Conference, he was honored to receive a commendation for excellence.

Mr. Goedecke has managed Traffic Impact Studies, Parking Demand Analysis, Traffic Calming etc. for RK throughout Southern California and successfully coordinated RK's staff efforts for comprehensive analysis, mitigation and study preparation all while maintaining RK's mission to provide clients with accurate, on-time and on-budget service.



**engineering
group, inc.**

Mohammad "Alex" Tabrizi, P.E., T.E. Associate Principal Engineer

Areas of Expertise

Traffic Engineering
Transportation Planning & Engineering
Traffic Impact Analysis
Transportation Demand Management Plans & Strategies
Due Diligence Studies
Traffic Signal Timing & Progression Analysis
Site Access, Wayfinding & Circulation System Design & Review
Project & Infrastructure Phasing
Roundabout Analysis
Traffic Control Device Warrants
Traffic Calming & Traffic Safety Studies
Parking Demand Studies
Traffic Control Plans
Parking Lot Design

Professional History

RK Engineering Group, Inc.
2014-Present

RBF Consulting, Associate, 2005-2014

Urban Crossroads, Inc., Engineering Aide, 2003-2005

Education

University of California, Irvine, B.S., Civil Engineering, 2005

Registrations

California Registered Civil Engineer
No. 78923 – December 2011

California Registered Traffic Engineer
No. 2722 – December 2014

Affiliations

American Society of Civil Engineers (ASCE)

Orange County Traffic Engineers Council (OCTEC)

Representative Experience

Alex Tabrizi, P.E., T.E., has worked professionally in the field of traffic engineering and transportation planning/engineering since 2003. He received his bachelor's degree in civil engineering with an emphasis on structural engineering from the University of California, Irvine.

Mr. Tabrizi has extensive experience in providing transportation planning and engineering consulting services and expertise to a wide range of clients including private sector, land developers, public agencies, various districts of California Department of Transportation (Caltrans), and local governments. Mr. Tabrizi has completed and supervised preparation of hundreds of complex transportation planning and parking demand/utilization studies over the past decade with successful track record in providing innovative, cost-effective and practical technical consulting services and solutions for politically sensitive, complex, and unique projects involving numerous stakeholders and requiring to meet accelerated project schedules.

Mr. Tabrizi has performed transportation planning studies dealing with various stages of project development, such as signal warrant analysis, circulation analysis, full traffic impact analysis, roundabout analysis and parking studies. He has prepared traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation for public understanding and discussion.

Mr. Tabrizi has also completed a number of transportation engineering and roadway design projects ranging from preparing preliminary studies and reports such as Caltrans Project Reports (PR) and City street improvement concepts to final construction plans, specifications, and cost estimates for Caltrans highway improvement projects.

Mr. Tabrizi is knowledgeable in computer applications for transportation engineering and planning, including, AutoCAD, Microstation with InRoads, Traffix, HCS, Synchro/SimTraffic, and aaSIDRA.



Steve A. Zevallos

Senior Engineer

Areas of Expertise

Traffic Engineering
Traffic Signal Plans
Signing and Striping Plans
Worksite Traffic Control Plans
Worksite Traffic Control Management and Inspection
Intersection Safety Evaluation / Inspection
Parking Lot Circulation and Design
Street Lighting Design

Education

California State University, Los Angeles
B.S., Civil Engineering 1999

Professional History

RK Engineering Group, Inc.
Associate
2004 to Present

Sawaya Engineering
Contract Design Engineer
2003-2004

Katz, Okitsu & Associates
Assistant Traffic Engineer
1998-2003

Affiliation and Awards

American Society of Civil Engineers (ASCE) Member
Institute of Transportation Engineers (ITE) Member

Representative Experience

Mr. Steve Zevallos has worked professionally in the traffic engineering profession for the past ten years designing and inspecting various types of traffic engineering projects for both the public and private sectors. His experience includes the design and inspection of traffic signal plans, signing and striping plans, worksite traffic control plans, and street lighting plans. With his years of field experience, Mr. Zevallos is also RK Engineering Group's lead field inspector for all of the traffic engineering designs and provides on-site construction support when needed.

Mr. Zevallos is a native of Southern California where he obtained his education and worked professionally. He is a graduate of Cal State University, Los Angeles, where he obtained a Bachelor of Science degree in Civil Engineering in 1999. He worked for several other traffic engineering firms prior to coming to RK in 2004 primarily working in Los Angeles and Orange counties. Currently, he is working on obtaining his Professional Engineering license in the State of California.

Mr. Zevallos has been actively designing traffic engineering design plans throughout his ten-year career for various agencies, which include the counties of Riverside, San Bernardino and Los Angeles, and the cities of Riverside, Moreno Valley, Temecula, Palm Springs, San Bernardino, Victorville, Los Angeles, Pasadena, and Santa Monica to name a few. Projects completed have been prepared for municipalities, school districts, commercial and residential developments, and home owner associations.

Mr. Zevallos is involved in all aspects of the design project, including the use of AutoCAD, performing field review, designing construction ready plans, preparing plan specifications and engineers cost estimates, and providing on-site support during construction.

Mr. Zevallos leads RK's inspection effort and works directly with contractors and inspectors to insure that a project is completed in a safe and cost effective manner. He provides Cities with field inspection, safety monitoring and on-site traffic control management during various construction phases of a project.



Bryan Estrada, P.T.P.

Senior Transportation Planner

Areas of Expertise

Transportation and Environmental Planning
Transportation Demand Management
Traffic Impact Analysis
Parking Studies
Air Quality Impact Studies
Acoustical Reports
Computer Aided Drafting (AutoCAD)
Traffix (Traffic Analysis Software)
Geographic Information Systems (GIS)

Education

University of California, Irvine
B.A., Urban Studies

Professional History

RK Engineering Group, Inc.
Transportation Planner
2010 - Present

RK Engineering Group, Inc.
Engineering Aide
2007 - 2010

City of San Clemente
Planning Intern
2010

Representative Experience

Mr. Bryan Estrada is a native of Southern California and also stayed in the area by attending the University of Southern California, Irvine where he received a Bachelor of Arts degree in Urban Studies. Mr. Estrada's multidisciplinary background is concentrated around current transportation challenges and their physical, economic, and environmental impacts on urban areas. Mr. Estrada continues to be committed to solving problems related to community health, environmental protection, and sustainable development.

Since 2007, Mr. Estrada has gained experience in the many aspects of Transportation Planning while working with RK Engineering Group. He has performed analyses of traffic study areas and assisted with the development of mitigation measures to improve level of service and traffic operation within the surrounding areas. Mr. Estrada has helped to craft innovative solutions to mitigate traffic impacts throughout project development communities.

Mr. Estrada's experience includes traffic impact reports, parking studies, air quality impact studies and acoustical studies. He regularly performs field assessments and inventories of project sites. He has also contributed to the design and construction of traffic signal plans, signing and striping plans and traffic control plans.

Mr. Estrada has been involved in both the public and private sector, and has experience organizing community outreach programs and working with city staff and elected officials. While at the City of San Clemente, he gained experience in the municipal permit application processes and worked on a General Plan update of a new Bicycle and Pedestrian Circulation Plan. Mr. Estrada is currently pursuing his Professional Planning and Transportation Planning license.

Jun 11, 2014

SB APP

Supplier #44192
RK ENGINEERING GROUP, INC.
4000 WESTERLY PLACE, SUITE 280
NEWPORT BEACH, CA 92660

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices. You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/pd/smallbus/pdstampren.pdf. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Jun 11, 2014 to Jun 30, 2016

Business Types

Service

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the employee documentation comparable to Form DE9C. These annual submissions also apply to all affiliated businesses.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf.

Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services

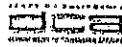
Documentation of Licensed Professional

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS AND GEOLOGISTS

PROFESSIONAL CIVIL ENGINEER



2836 Capitol Oaks Drive, Suite 300, Sacramento, CA 95833-2944
Telephone Number: 916-263-2222
www.bpeleg.ca.gov



BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS AND GEOLOGISTS

PROFESSIONAL TRAFFIC ENGINEER



2836 Capitol Oaks Drive, Suite 300, Sacramento, CA 95833-2944
Telephone Number: 916-263-2222
www.bpeleg.ca.gov

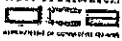


EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2017

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

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

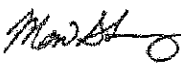
PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 License #0020739	CONTACT NAME: Marie Swaney	
	PHONE (A/C No, Ext): 626 844-3070 FAX (A/C No): E-MAIL ADDRESS: mswaney@dealeyrenton.com	
INSURED RKENGINEE RK engineering group, inc. 4000 Westerly Place, Suite: 280 Newport Beach, CA 92660 949 474-0809	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co. of Connecti	25682
	INSURER B: Travelers Property Casualty Co of A	25674
	INSURER C: XL Specialty Insurance Co.	37886
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1634831359 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6807H177835	10/14/2017	10/14/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NoOwnedAutos <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA5429L603	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	UB5276Y466	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9909513	1/1/2017	1/1/2018	\$1,000,000 \$2,000,000 Per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Insured's Professional Liability policy for E&O Liability. AM Best's Rating for all policies is A/XII or greater.
Re: On-call Traffic Engineering Services, City of Costa Mesa - The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER City of Costa Mesa Transportation Services Division 77 Fair Drive, 4th Floor Costa Mesa CA 92628	CANCELLATION 30 day Notice SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

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

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB5276Y466

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS OR ORGANIZATIONS THAT REQUIRES YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE	THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.

DATE OF ISSUE: 10/17/2017

ST ASSIGN: CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: RK engineering group, inc.</p> <p>Endorsement Effective Date: 10/14/2017</p>
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SCHEDULE

<p>Name Of Person(s) Or Organization(s): Re: On-call Traffic Engineering Services, City of Costa Mesa - The City of Costa Mesa and its elected and appointed boards, officers, agents and employees</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

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
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- 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.