

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of June, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering services for safety improvements on Fairview Road, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

satisfactory, City in its discretion has the right to:

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

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

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

2.1. This Agreement shall go into effect on June 6, 2018, contingent upon approval by City, and Consultant shall commence work after notification to proceed by the City's Contract Administrator or Project Manager. This Agreement shall end on June 5, 2021, unless extended by an amendment to this Agreement.

2.2. Consultant is advised and agrees that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.

2.3. Consultant shall perform the services set forth herein in strict compliance with the Project Schedule approved by City as set forth in Exhibit "E," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties.

3.0. ALLOWABLE COSTS AND PAYMENTS

3.1. The method of payment for this Agreement will be lump sum based on actual costs incurred by Consultant plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, attached hereto as Exhibit "D" and incorporated herein by this reference, unless additional reimbursement is provided for by an amendment to this Agreement. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event that City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the performance time or actual costs reimbursable by City shall be adjusted by an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Section 3.8 shall not be exceeded, unless authorized by an amendment to this Agreement.

3.2. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of Nine Thousand Seven Hundred Thirty Dollars (\$9,730.00). The fixed fee is nonadjustable for the term of the Agreement except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

3.3. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

3.4. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

3.5. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 6 (Termination).

3.6. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

3.7. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 5 (Equipment Purchases) of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Jennifer Rosales, Transportation Manager

3.8. The total amount payable by City including the fixed fee shall not exceed One Hundred Thirty-Six Thousand Nine Hundred Eighteen Dollars (\$136,918.00).

3.9. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

4.0. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

4.1. Consultant agrees that the provisions of 48 C.F.R. Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual items.

4.2. Consultant also agrees to comply with federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.3. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 C.F.R. Part 200 and 48 C.F.R. Part 31 are subject to repayment by Consultant to City.

5.0. EQUIPMENT PURCHASES

5.1. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

5.2. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), three competitive quotations must be submitted with the authorization request to the City's Contract Administrator, or the absence of bidding must be adequately justified.

5.3. Any equipment purchased as a result of this Agreement is subject to the following requirement: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures, and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City. 2 C.F.R. Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.

6.0. TERMINATION

6.1. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

6.2. City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due to Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

7.0. RETENTION OF RECORDS; AUDIT; AUDIT REVIEW PROCEDURES

7.1. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining for the performance of the Agreement, including but not limited to the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement. Indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof, shall be furnished if requested.

7.2. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by City's Chief Financial Officer.

7.3. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.

7.4. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

8.0. STATE PREVAILING WAGE RATES

8.1. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

8.2. Any subcontract entered into as a result of this contract, if for more than Twenty-Five Thousand Dollars (\$25,000.00) for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

8.3. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

9.0. INSURANCE

9.1. 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.

9.2. 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.

9.3. 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.

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

9.5. 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.

10.0. SUBCONTRACTING

10.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

10.2. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.

10.3. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

10.4. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

10.5. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

11.0. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

11.1. This Agreement is subject to 49 C.F.R. Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

11.2. The goal for DBE participation for this contract is Four Percent (4.0%). Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1 of the Local Assistance Procedures Manual), attached hereto as part of Exhibit B, or in the Consultant Contract DBE Commitment (Exhibit 10-O2 of the Local Assistance Procedures Manual), attached hereto as Exhibit "C," incorporated herein by this reference. If a DBE subconsultant is unable to perform,

Consultant shall make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

11.3. DBEs and other small businesses, as defined in 49 C.F.R. Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

11.4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

11.5. A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 C.F.R. 26.53(f). Prior to requesting City's consent for the termination, Consultant shall meet the procedural requirements specified in 49 C.F.R. 26.53(f).

11.6. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

11.7. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

11.8. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

11.9. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

11.10. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F (Exhibit 17-F of the Local

Assistance Procedures Manual), certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

11.11. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) days.

12.0. CONFLICT OF INTEREST

12.1. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project which will follow.

12.2. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

12.3. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

12.4. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

13.0. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

14.0. STATEMENT OF COMPLIANCE

14.1. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Section 8103 of Title 2 of the California Code of Regulations.

14.2. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2 of California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

14.3. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 of the Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

14.4. Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

15.0. DEBARMENT AND SUSPENSION CERTIFICATION

15.1. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has complied with 2 C.F.R., Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

15.2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to

whom exceptions apply, initiating agency, and dates of action.

15.3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

16.0. GENERAL PROVISIONS

16.1. 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.

16.2. 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.

16.3. 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.

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

IF TO CONSULTANT:

Stantec Consulting Services Inc.
38 Technology Drive
Irvine, CA 92618
Tel: (949) 923-6962
Attn: Mohammed Heiat

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5298
Attn: Shirjeel Muhammad

Courtesy copy to:

City of Costa Mesa

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

16.5. 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 "G" 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.

16.6. 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.

16.7. 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.

16.8. 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.

16.9. 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.

16.10. 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.

16.11. 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.

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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.

16.16. 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.

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

16.18. 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.

16.19. 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.

16.20. 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.

16.21. 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.

16.22. 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.

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

16.24. 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.

16.25. 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.

16.26. 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.

16.27. 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

Mohammad R. Heiat
Signature
Mohammad R. Heiat, Principal
[Name and Title]

Date: 6/6/18

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas Hatch
Thomas Hatch
City Manager

Date: 6/14/18

ATTEST:

Brenda Green
Brenda Green
City Clerk



APPROVED AS TO FORM:

Thomas Duarte
Thomas Duarte
City Attorney

Date: 06/13/18

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/8/18

APPROVED AS TO CONTENT:



Shirjeel Muhammad
Project Manager

Date: _____

6/6/18

DEPARTMENTAL APPROVAL:




Raja Sethuraman
Public Services Director

Date: _____

6-6-18

APPROVED AS TO PURCHASING:



Colleen O'Donoghue
Assistant Finance Director

Date: _____

6/11/18

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

January 31, 2018

SUBJECT: REQUEST FOR PROPOSALS - ENGINEERING SERVICES FOR FAIRVIEW ROAD SAFETY IMPROVEMENTS

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering services for the design of improvements on Fairview Road from Baker Street to Adams Avenue. The scope of services generally consists of the following:

Phase 1: Detailed topographic survey

Phase 2: Preliminary design plan

Phase 3: Final civil design plans, specifications, and estimates (PS&E)

BACKGROUND

The intent of the proposed project is to design infrastructure improvements to meet current traffic demands and improve the overall safety of Fairview Road between Baker Street and Adams Avenue. The subject project is located on Fairview Road in the north-central portion of the City of Costa Mesa. Fairview Road in this area is a 6-lane major arterial highway divided by a raised median with commercial developments on both sides of the street. Fairview Road runs, essentially, straight north-south with Average Daily Traffic volumes of approximately 43,000 vehicles per day and prevailing speeds of 44 miles per hour, with a posted speed limit of 40 miles per hour. The need for a project to construct safety improvements on Fairview Road was identified following a review of recent traffic collision history. There are two "breaks" in the raised median allowing full access to existing commercial driveways within this 1/4-mile length of Fairview Road, leading to a large number of right-of-way violations and "broadside" types of collisions at these two locations. The first, northern-most concentration, is located approximately 500 feet south of Baker Street. This median break provides access to commercial centers anchored by a Stater Brothers grocery store on the east side and a self-storage center on the west side. The second concentration is located approximately 500 feet north of Adams Avenue at the Village Way entrance to the Villa Siena residential apartment complex on the west side of the street. The City applied for and received Federal Highway Safety Improvement Program (HSIP) grant funding to design and construct safety improvements at these two locations to improve the overall safety for this entire reach of Fairview Road.

existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.

6. Plot the detailed survey notes and electronic mapping files at 40-scale via CAD on 24" x 36" sheets, identifying all existing conditions. Physical features shall include but not limited to BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, stairs, parking lots and parking stall layouts, buildings, planters, patios, signs, and all other physical features.

PHASE II – Preliminary Design Plan

This phase consists of the review of City-prepared concept plans, the analysis of any expected issues related to constructing the proposed improvements, the preliminary design of the improvements, the analysis of environmental impacts of the improvements, and the preparation of an environmental document to assess construction of the identified improvements on Fairview Road.

The Consultant shall review the City-proposed conceptual improvements and the collected data, and prepare a preliminary improvement plan to determine the most cost-effective improvement which meets the project intent. Preliminary Design Plan engineering services shall include:

1. Prepare preliminary design improvement plans (essentially 35% complete construction plans) for the proposed improvements and identify associated impacts and costs. The plans should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, bus stops, medians, centerlines, etc. The preliminary plans will be used to identify any issues affecting construction of the proposed safety improvements and form the basis for final construction plans. The preferred plan should reduce construction and right-of-way costs and minimize unavoidable impacts to private improvements. A detailed preliminary cost estimate itemizing all construction elements will be prepared.
2. Proposed improvements are anticipated to be within the existing City right-of-way. The Consultant shall identify any required temporary or permanent easements necessary to construct and maintain the proposed improvements.
3. The Consultant shall perform the necessary environmental analysis to assess the proposed improvements and prepare a Preliminary Environmental Studies (PES) document suitable for a federally funded construction project. All associated work required to receive environmental compliance shall be included within the subject scope of services, including the preparation of Field Review form, and other environmental studies as required, copying, distribution/mailing of notices, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports and other materials for the City and Caltrans review, and address all elements to achieve Caltrans environmental clearance.
4. Installing a raised median and a traffic signal at certain locations may have impacts to property frontages of affected businesses. The City intends to hold a neighborhood meeting

including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.

4. The consultant shall include \$10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.
5. Prepare new traffic signal plans for the intersection of Fairview Road at Village Way. The consultant shall coordinate with Edison on service requirements and any necessary street light and power pole relocations.
6. Identify safety improvements and develop striping plans to improve safety for the eastbound left turn movement at the intersection of Fairview Road at Adams Avenue.
7. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations. If required, define removals and replacement of drainage pipe and design catch basin relocations, modifications, or repairs.
8. Define and document Water Pollution Control requirements.
9. Define new monuments or re-setting of existing monuments and provide detailed drawings fully dimensioned for each.
10. Traffic control plans are not required. However, the specifications shall concisely define the lane and detour closure approach to minimize traffic and pedestrian impacts, and accommodate staged work requirements.
11. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction proposal form and contract agreement will be furnished to the Consultant by the City.
12. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.
13. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.
14. The consultant will be responsible for preparing all Federal forms including the Request for Authorization to Proceed with Construction, PS&E Certification, and the subject PS&E package to Caltrans Local Programs. The consultant shall efficiently address all project

6. PSA – Indication of Consultant's ability to comply with Professional Services Agreement requirements (see attached PSA). If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
7. Proposal – Submit one original proposal, three (3) hard copies plus one electronic copy/flash drive of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

Fee Schedule

Since the professional services contract will not be awarded based upon competitive bidding, fees will be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. The fee, including all meetings, reproduction, materials, mailings, and associated project expenses, should be itemized under the following phases:

Phase I Cost: Topographic Survey, Utility & Project Research

Phase II Cost: Preliminary Design Plan

Phase III Cost: Final PS&E

Total Not-To-Exceed Cost

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

Contract Changes

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

Right to Reject all Proposals

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



CITY OF COSTA MESA VICINITY MAP & IMPROVEMENTS LOCATIONS





FUTURE BIKE TRAIL

NEW PEDESTRIAN CROSSING

NEW TRAFFIC SIGNAL



RECONSTRUCT MEDIAN ISLAND

FAIRVIEW RD

RECONSTRUCT DRIVE APPROACH & CURB TRANSITION

VILLAGE WAY



FAIRVIEW ROAD PROPOSED IMPROVEMENTS

LOCATION 2-VILLAGE WAY

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

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____ Dollars (\$_____.00).

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

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

5.0. INSURANCE

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa
CONSULTANT

Date: _____

Signature

Date: _____

Name and Title

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

February 2, 2018

**SUBJECT: REQUEST FOR PROPOSALS – ADDENDUM NO. 1 -
ENGINEERING SERVICES FOR FAIRVIEW ROAD SAFETY
IMPROVEMENTS**

Dear Consultant:

As the subject project is funded using federal funds, Disadvantaged Business Enterprise (DBE) requirements are mandated and hence, have been added to the request for proposals for Engineering Services for safety improvements on Fairview Road, released January 31, 2018.

The City of Costa Mesa has established a DBE goal for this Contract of 4%. Consultants must satisfy DBE requirements in conformance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM). Two documents from the LAPM are attached to this addendum for your information and use. The Notice to Proposers DBE Information (Exhibit 10-1) is attached for your information. The Consultant Proposal DBE Commitment Form (Exhibit 10-01) must be filled out and included with the proposal. Sample contract language for DBEs can be found in Article XX of Exhibit 10-R (A&E Sample Contract Language) at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10r.pdf>.

All other items in the Request for Proposals remain unchanged.

Sincerely,

JENNIFER ROSALES, Manager
Transportation Services

Attachments: 1. Exhibit 10-I, Notice to Proposers DBE Information
 2. Exhibit 10-01, Consultant Proposal DBE Commitment

c: Raja Sethuraman, Public Services Director
 Elliot Huang, Assistant Engineer

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
<p>17. Local Agency Contract Number: _____</p> <p>18. Federal-Aid Project Number: _____</p> <p>19. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p>20. Local Agency Representative's Signature _____ 21. Date _____</p> <p>22. Local Agency Representative's Name _____ 23. Phone _____</p> <p>24. Local Agency Representative's Title _____</p>			
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p>12. Preparer's Signature _____ 13. Date _____</p> <p>14. Preparer's Name _____ 15. Phone _____</p> <p>16. Preparer's Title _____</p>			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

February 16, 2018

SUBJECT: REQUEST FOR PROPOSALS ADDENDUM NO. 2 – ENGINEERING SERVICES FOR FAIRVIEW ROAD SAFETY IMPROVEMENTS

Dear Consultant:

It has come to our attention that there have been changes to what is required and expected for federally funded projects. We are, therefore, issuing this second addendum to ensure that this project meets all of the requirements. The information contained herein supplements, and in some cases, replaces as noted, the contents of the original RFP and Addendum No. 1.

Change in Due Date

Due to the additional forms and information that is required, **the proposal Due Date has been extended to on or before 5:00 pm, March 9, 2018.** Proposals not received by the indicated time and date will be considered nonresponsive, will not be accepted and will be returned to the Consultant. No faxed copies or postmarks will be accepted in lieu of actual delivery. As noted in the original RFP, proposals are to be submitted to the City of Costa Mesa, Transportation Services Division, 4th floor City Hall, 77 Fair Drive, Costa Mesa, CA 92628.

Schedule

The City anticipates a schedule of 90 days to complete the scope of work.

General Provisions

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Attachment 1, "Evaluation Criteria," of this RFP.

Addenda to this RFP have been/will be sent to all prospective Consultants the City of Costa Mesa has specifically e-mailed a copy of the RFP to and will be posted on the CIP List website at: <http://www.ciplist.com/plan/?Costa%20Mesa/city/11556/plan/2367>

It shall be the Consultant's responsibility to check the website above to obtain any addenda that may be issued.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 5:00 p.m., March 9, 2018.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The local agency's current contract DBE Goal is 4%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a Good Faith Effort (GFE) irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity with providing services for federally funded projects and a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual, which can be accessed on: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

Conflict of Interest Requirements

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Contract Term

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

All other items in the Request for Proposals and Addendum No. 1 remain unchanged.

Sincerely,



for JENNIFER ROSALES, Manager
Transportation Services

Attachments: 1. Proposal Evaluation
2. Required LAPM Forms
3. Sample Professional Services Agreement

c: Raja Sethuraman, Public Services Director
Elliot Huang, Assistant Engineer

No.	Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	30
3	Organization & Approach	30
4	Scope of Services to be Provided	30
5	References	10
6	Conflict of Interest Statement	Pass/Fail
Subtotal:		100

A detailed description of each criterion is provided below.

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (30 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide traffic engineering services for both federal and nonfederal-aid projects, in general, and for this project, in particular.

3. Organization & Approach (30 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City of Costa Mesa needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

ATTACHMENT 2 – REQUIRED LAPM FORMS

The provided forms are unfillable PDF versions. Fillable PDF and Word versions can be downloaded from: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>.

The following forms are attached:

- Exhibit 10-I, Notice to Proposers DBE Information
- Exhibit 10-O1, Consultant Proposal DBE Commitment
- Exhibit 15-H, DBE Information – Good Faith Efforts
- Exhibit 10-Q, Disclosure of Lobbying Activities
- Exhibit 10-O2, Consultant Contract DBE Commitment
- Exhibit 10-H1, Sample Cost Proposal (Example #1)

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 4%
 3. Project Description: Engineering Services for Fairview Road Safety Improvements
 4. Project Location: Fairview Road from Baker Street to Adams Avenue
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			11. TOTAL CLAIMED DBE PARTICIPATION %
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
_____	_____	=	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	_____	+ 0.00%	=	_____
Year 2	_____	+ 0.00%	=	_____
Year 3	_____	+ 0.00%	=	_____
Year 4	_____	+ 0.00%	=	_____

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year
Year 1	0.0%	*	_____	0 _____
Year 2	0.0%	*	_____	0 _____
Year 3	0.0%	*	_____	0 _____
Year 4	0.0%	*	_____	0 _____
Year 5	0.0%	*	_____	0 _____
Total	0%		_____	_____

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year
Year 1	_____	*	0	\$ 0.00 _____
Year 2	_____	*	0	\$ 0.00 _____
Year 3	_____	*	0	\$ 0.00 _____
Year 4	_____	*	0	\$ 0.00 _____
Year 5	_____	*	0	\$ 0.00 _____
Total Direct Labor Cost with Escalation				\$ 0.00
Direct Labor Subtotal before Escalation				=
Estimated total of Direct Labor Salary Increase				=
				0.00

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

This Agreement template is for informational purposes only and is only intended for use as an example to consultants, showing the City, Caltrans and Federal requirements. The City will prepare the actual PSA when a consultant is selected to perform the work.

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by City.

2.2. Progress Payments. Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 4.0 Termination.

2.3. No Payment Prior to Approval of Work. Consultant shall not commence performance of work or services until this contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

2.4. Consultant Reimbursement. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of this contract. The final invoice should be submitted within 60-calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

CITY OF COSTA MESA/JENNIFER ROSALES
77 Fair Drive, Costa Mesa, CA 92628

2.5. Payable Not-To-Exceed. The total amount payable by City shall not exceed \$(Amount).

2.6. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule").

3.0. PERFORMANCE PERIOD

3.1. Performance Period. This contract shall go into effect on (DATE), contingent upon approval by City of Costa Mesa, and Consultant shall commence work after notification to proceed by City of Costa Mesa's Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

3.2. Recommendation Not Binding. Consultant is advised that any recommendation for contract award is not binding on City of Costa Mesa until the contract is fully executed and approved by City of Costa Mesa.

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

3.4. Excusable Delays. Neither party shall be responsible for delays or lack of

7.0. AUDIT REVIEW PROCEDURES

7.1. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.

7.2. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

7.3. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

8.0. SUBCONTRACTING

8.1. Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

8.2. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

8.3. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

8.4. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

8.5. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

9.0. EQUIPMENT PURCHASE

9.1. Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

9.2. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

9.3. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated,

violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13.0. INSURANCE

13.1. 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.

13.2. 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."

14.3. 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.

14.4. 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:

Tel: _____
Attn: _____

IF TO CITY:

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

Courtesy copy to:

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

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

14.6. 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.

14.7. 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.

14.8. 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

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.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. 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.

14.16. 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.

14.26. 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.

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

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

CITY OF COSTA MESA
A Municipal Corporation

[Name]
[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang

Date: _____



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

March 2, 2018

SUBJECT: REQUEST FOR PROPOSALS ADDENDUM NO. 3 – ENGINEERING SERVICES FOR FAIRVIEW ROAD SAFETY IMPROVEMENTS

Dear Consultant:

The City has elected to add items to the Scope of Work for this project. This addition also affects the RFP due dates, project schedule, and the format of the cost proposal. These changes are described below. The information contained herein for Addendum No. 3 supplements, and in some cases, replaces as noted, the contents of the original RFP, Addendum No. 1 and Addendum No. 2.

Change in Due Dates for Submittal of Questions & Submittal of Proposals

Due to the additional information that is required for the expanded project Scope of Work, certain due dates have been extended as follows:

- Due Date for Submittal of Questions: On or before 5:00 pm, March 7, 2018
- Due Date for Submittal of Proposals: On or before 5:00 pm, March 14, 2018

Proposals not received by the indicated time and date will be considered nonresponsive, will not be accepted and will be returned to the Consultant. No faxed copies or postmarks will be accepted in lieu of actual delivery. As noted in the original RFP, proposals are to be submitted to the City of Costa Mesa, Transportation Services Division, 4th floor City Hall, 77 Fair Drive, Costa Mesa, CA 92628.

Added Project Scope of Work

The following tasks are added to the project Scope of Work:

- Phase II, Preliminary Design Plan, shall include the following:
 - Modify the existing center median and curbs to accommodate adequate bike lanes (minimum 5 feet wide) within the project limits.
 - Modify the existing curb, gutter and sidewalk to provide ADA-compliant sidewalks within the project limits.
- The community outreach noted in Phase II, Preliminary Design Plan, Item #4, shall include presentations at two Bikeway and Walkability Committee meetings.

EXHIBIT B
CONSULTANT'S PROPOSAL



Proposal to Provide Engineering Services for Fairview Road Safety Improvements City of Costa Mesa

COPY
March 14, 2018



Additionally, we have experience working with your stakeholders, including Caltrans, Orange County Transportation Authority, County of Orange, and various utility companies (i.e. AT&T and Edison).

We also bring experience in Federally-funded safety projects, including North San Fernando Road—managed by our project manager, Carlos.

Extensive in-house capabilities.

With more than 1,775 transportation specialists companywide and more than 115 in California, our extensive in-house resources enable us to meet your needs and your schedule. Our local resources allow us to respond quickly and efficiently to your requests.

With an Irvine office located less than 10 miles away from you, our close proximity means you receive in-person, reliable, and immediate communication throughout the contract.

Our work begins at the intersection of community, creativity, and client relationships. From there, it spans a full range of services—from initial project concept and planning through design and construction.

Specialty DBE subconsultant teaming partner.

We are committed to meeting—and plan to exceed—your 4% DBE goal. We have enlisted local Orange County firm, Coast Surveying Inc. (Coast Surveying) to augment our strengths. We bring a strong working relationship, having recently collaborated with them on the Highway Safety Improvement Program (HSIP) Cycle 6 project for the City of Orange. Coast Surveying has completed numerous roadway design surveys for various municipalities and Caltrans with similar scopes of work to this project, including the 1.5-mile Hawthorne Boulevard project for the City of Hawthorne and the 6-mile Rail-to-Rail project for Metro.

Acknowledgments

- Our proposal is signed by Mohammad, an official authorized to bind Stantec
- We acknowledge receipt of Addendum 1 dated February 2, 2018; Addendum 2 dated February 16, 2018; and Addendum 3 dated March 2, 2018
- We have submitted our fee schedule in a separate enclosed envelope
- We have reviewed your Professional Services Agreement and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you

We look forward to continuing our relationship with you. If you have any questions or require additional information, please do not hesitate to contact Mohammad or Carlos.

Sincerely,



Mohammad Heiat, PE
Principal-in-Charge and QA/QC Manager
38 Technology Drive
Irvine, CA 92618
(949) 923-6962
mohammad.heiat@stantec.com



Carlos Pineda, PE, LEED AP, QSD/QSP
Project Manager and Primary Contact Person
38 Technology Drive
Irvine, CA 92618
(949) 923-6963
carlos.pineda@stantec.com

Section 1

Project Understanding

2. The second median break to be improved is located approximately 500 feet north of Adams Avenue at the Village Way entrance to the Villa Siena residential apartment complex on the west side of the street. The project will reconstruct the drive approach to Village Way and the south bound transition to the right-turn lane, extend the median nose at the left-turn lane into Village Way, construct a new pedestrian crossing with ADA access ramps and install a new traffic signal.
3. The third location is the Fairview Road and Adams Avenue intersection. We will identify feasible signing and striping safety enhancements for the eastbound left-turn movement from Adams Avenue onto northbound Fairview Road.
4. We will also modify the existing center medians and curbs, where necessary, to accommodate adequate bike lanes (minimum 5 feet wide) in both directions within the project limits.
5. Finally, we will modify the existing curb, gutter and sidewalk to provide ADA-compliant sidewalks within the project limits.

We have visited the project site and reviewed the available record drawings and parcel maps for the improvement locations.

Based on your objectives identified in the RFP, we will provide design and construction support services for the following three phases:

- Phase 1 – Detailed Topographic Survey, Utility Research, and Data Collection
- Phase 2 - Preliminary Design Plan
- Phase 3 - Final Civil Design PS&E

Phase 1 will include preparing an accurate base map that will provide horizontal and vertical control for the design; show existing physical conditions, including existing utilities; and other constraints for consideration in the proposed improvement design.

For Phase 2, we will prepare preliminary design plans (35% construction plans) using the base plan developed in Phase 1, prepare a preliminary construction cost estimate, analyze any constraints and impacts related to construction, analyze the environmental impacts, and prepare the environmental assessment documents for the proposed improvement construction.

For Phase 3, we will prepare final civil engineering design PS&Es. We will submit them for review at the 90% and 100% design levels. We will coordinate with utility companies and any other stakeholders throughout this phase. In addition, we will prepare all Federal forms, including the request for authorization to proceed with construction, PS&E certification, and the PS&E package delivery to Caltrans Local Programs as required to obtain state and Federal E-76 Certification.

For this proposal, we assume that a geotechnical investigation, a separate landscape and irrigation plan, and traffic control plans will not be required.

Managing Key Project Elements

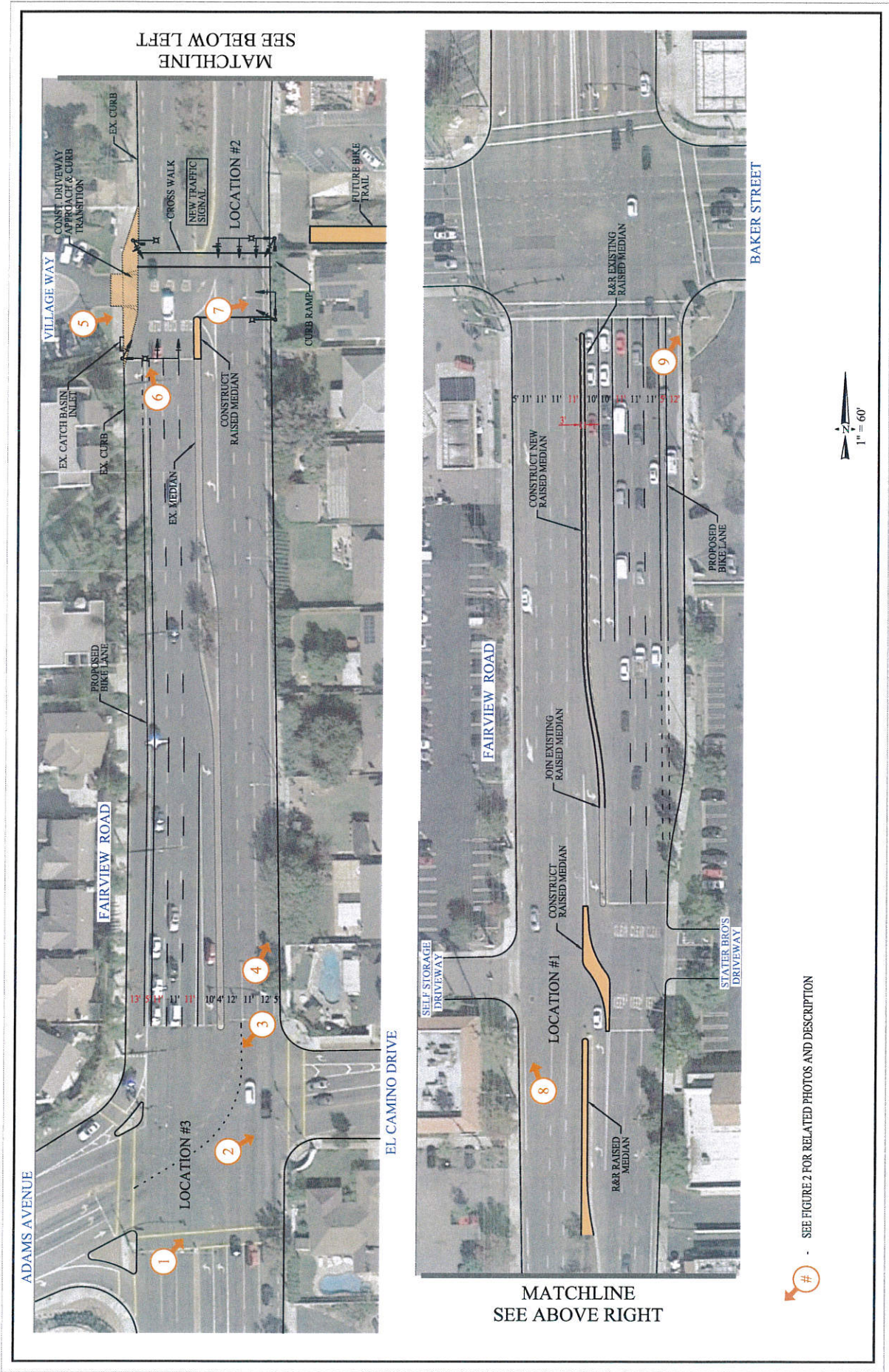
Understanding and managing the key project elements associated with the project is critical to the success of this design assignment. We have visited the project site and reviewed the available record drawings to familiarize ourselves with the existing improvements.

Additionally, project manager, Carlos, has decades of experience leading teams on similar projects. He is 100% committed to this project and its successful completion.

Location #1 – Fairview Road at Driveways to Stater Brothers and Self-Storage Center

We will design a raised directional median to prevent left-turn lanes out of the two existing driveways on both sides of Fairview Road while allowing left-turns in. Eliminating this traffic movement will enhance this intersection's safety. A key element is the public outreach meeting to explain the project benefits to the community and reach a consensus. We will plan, prepare, and conduct this meeting under your direction. Our visual aids will demonstrate the safety enhancements that the proposed improvements will provide the public. In addition, based on our field review and as-builts, the proposed raised median improvements will require coordination with the utility purveyors to clearly identify any utility impacts (i.e. 12-inch water line and valves). We will also identify existing improvements that do not meet ADA requirements, such as driveway approaches, sidewalks, or ramps within the project site.

Figure 1: Fairview Road safety improvements from Baker Street to Adams Avenue



Section 2

Work Plan

Task 3 – Topographic Field Survey

The survey will horizontally be tied to the California State Plane coordinate system (NAD83) and based on the Orange County Horizontal Control Network. The survey will vertically be tied to the nearest found Orange County benchmark.

Our survey will extend from the south side of the Fairview Road and Baker Street intersection to the north side of the Fairview Road and Adams Avenue intersection—a total distance of approximately 1,450 feet.

The survey will laterally extend from right of way to right of way and to 10 feet within the Stater Brothers driveway and Village Way. The detailed topographic survey will be developed at 1"=20 scale and include:

- Sufficient spot elevations and break lines to accurately develop contours at a 1-foot interval with cross sections surveyed at 25 foot intervals and a 10-foot grid surveyed at the Stater Brothers driveway location
- Curbs, gutters, curb ramps, and sidewalks
- Paving types
- Roadway crown elevations and striping
- Fences, walls, and gates
- Driveways and walkways
- Trees and tree wells
- Street furniture
- Above ground evidence of utilities (utility appurtenances (i.e. water meters, manholes, pullboxes, parkway drains)
- Light poles, power poles, and signage

We will re-establish the centerline and rights of way of Fairview Road based on City and County of Orange records, subdivision maps, records of survey, assessor parcel maps, and recovered surveyed monumentation.

In lieu of creating a record of survey for the project area, our subconsultant, **Coast Surveying**, will develop pre and post-construction corner records for survey control monumentation that may be disturbed or destroyed during construction. The corner records will be filed with the County of Orange.

Deliverables

The following documents will be provided:

- CAD files, including centerline and rights-of-way line
- Survey points collected in the field
- Digital images collected during the survey
- ASCII point files with points shown in state plane coordinates (PNEZD)
- Digital copies of records used to re-establish the centerline and rights-of-way
- Topographic mapping plotted on 24" by 36" sheets
- PDF file of corner records as submitted to the County surveyor

Task 4 – Utility Research and Coordination

We will identify public utilities and easements within the project limits and obtain available plans of existing utility facilities. Additionally, we will coordinate all work with the respective utility companies to verify location and depth of facilities for design purposes and resolve any conflicts. We will notify and distribute plans to affected utility companies and sanitary and water districts. We will comply with your utility coordination procedures and keep accurate records of contacts and correspondence with utilities and submit the utility file to the City. We coordinate with the various utility companies early to help make sure they meet the project requirements.

If required, we will process a permit from the County of Orange to relocate or modify the existing catch basin(s), which are part of OCFCD Facility #F03 P02, at location 2.

Task 5 – Project Management, Coordination, and Meetings

We will hold project design meetings once a month (four meetings assumed) with you during progress of design for appropriate guidance and coordination. We will prepare meeting agendas and presentation materials, and distribute meeting minutes within two days after the meetings.

We will prepare a Critical Path Method (CPM) network schedule based on the activities required to complete Project milestones and subtasks. This information will be in the form of a bar chart and will indicate the deliverables schedule and other necessary data required for schedule control of the work, City review of work progress, and tasks and work completed each month. A copy of the CMP electronic file (Microsoft Project) and monthly updates will be furnished to your project manager. We will prepare project invoices that will clearly separate all costs and will be based on a conservative estimate of the percentage complete for each project task.



Fairview Road at the self storage driveway.

Task 3 – Public Outreach

This task will include presentations at two Bikeway and Walkability Committee meetings. We will provide the necessary services to schedule and conduct one neighborhood outreach public community meeting, including preparation of exhibits per City's direction. City will assist in preparation and mailing out the notices to all adjacent properties. We will provide the community a clear description of the Project and its temporary impacts and long-term benefits. We have included tentative dates for the public community meetings in our proposed schedule. This will be refined at our kick-off meeting.

Phase III – PS&E

Task 1 – Title Sheet and Roadway Plans and Profiles

We will prepare a title sheet per your standards and a typical section sheet with construction notes. In addition, plan and profile sheets will be prepared for the required roadway improvements at 1" = 20' horizontal scale and 1" = 2' vertical. The roadway plans will show improvements at the two existing median break locations to improve safety along Fairview Road. This will include median curb adjustments, pavement rehabilitation, as well as curb and gutter, cross gutter, sidewalk, storm drain, and access ramp construction or repairs. Where necessary, wheelchair access ramps will be added or modified in accordance with current ADA standards. We have also assumed that we would include some minor landscaping and irrigation adjustment notes to the roadway plans and specifications; however, separate landscape and irrigation plans are not included in our proposal.

The roadway plans will also show any median and curb modifications required to accommodate adequate bike lanes within the project limits and curb and gutter and sidewalk modifications to provide ADA compliant sidewalks within the project limits.

We will prepare cross sections at 25-foot intervals indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, and join elevations and details to private property, etc., conforming to your standards. Cross sections will be submitted with the first plan check submittal.

Task 2 – Intersection Details

We will prepare intersection details showing proposed median improvements, including elevations on a 10-foot grid system at a scale of 1" = 10' at the Fairview Road at Stater Brother's Driveway intersection.

Task 3 – Design Details

Our plans will also include improvements and disposition notes for features impacted by reconstructing the drive approach at Village Way entrance to Villa Siena residential apartment complex and driveway access to the future Paularino Channel (OCFCD Facility #F03) Trail. These improvements may require additional details presented at a larger scale and will be included in the design detail sheets. Anticipated design details will include access ramps and catch basin modifications.

Task 4 – Field Review

We will determine and mark on the plans limits of reconstruction; visible deficiencies, such as damages to the existing driveways, curb, gutter, and sidewalk; nuisance flow drainage problems; as well as joins with existing improvements. This work will be coordinated with you. We will schedule field walks with you to verify detailed depiction on the plans and specifications of existing conditions and work requirements after first and second submittals.

Task 5 –Hydrologic/Hydraulic Analyses and Storm Drain Design

We will perform hydrology/hydraulic analyses of the existing and relocated reconstructed catch basin near the modified drive approach at Village Way entrance to Villa Siena residential apartment complex. The relocated/reconstructed catch basin analyses will determine the size of the catch basin that will be needed to capture onsite peak flow rates that will be affected. The catch basin analyses will use standard Orange County and FHWA prescribed methodologies.



Drive approach to Stater Brothers.

Task 12 – Resident Engineer Files

We will prepare and submit a resident engineer's file in conjunction with the final submittal. These files will contain the following:

- Preliminary and final construction quantities and cost estimates and updates
- Calculation documents
- Fieldwork information
- Meeting minutes
- Utility coordination correspondences
- Hydrology report
- Survey information
- All other related correspondence

Task 13 – Bidding and Construction Phase

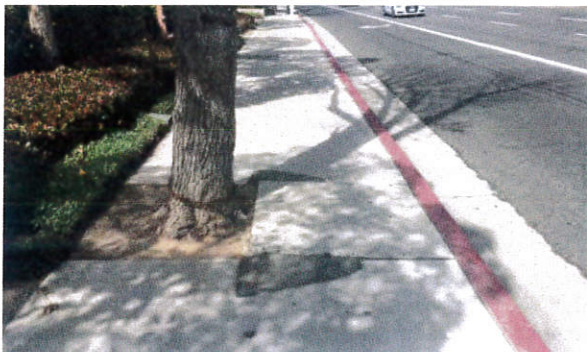
We will prepare addenda and provide clarification of plans and specifications during the bid phase. We will attend the pre-construction meeting and other meetings with you, other agencies, and the public as required.

We will be available to clarify design-related issues during construction. For this proposal, a total of 24 hours of staff time have been considered for this task. Preparing record drawings is not included in the scope. We understand you will prepare the "record" drawings based on redlines provided by City inspectors and the contractor.

Project Document Submittal and Plan Information

The plan submittals will comply with City's requirements as stated in RFP:

- Draft environmental reports (four sets)
- First submittal: 35% complete plans with survey information and draft hydrology report (four sets)
- Second submittal: 90% complete plans, specifications, and quantities and cost estimates (QCE)
- Final submittal: Original Mylar plans, specifications, final QCE, resident engineer's two files, survey information, monuments, and other related documents in hard copy and electronic format



Sidewalk uplifting due to tree roots.

Optional (As Needed) Tasks

The following tasks may be required, but will be implemented only as directed by your project manager:

Task 1 – Utility and Traffic Signal Foundation Potholing

Potholing may be required to locate active and abandoned utilities within the Project area and avoid conflicts with the proposed location of the new signal poles with deep foundations. Our subcontractor will locate underground utilities that may be impacted by the proposed construction. A budget of \$10,000 has been included per the RFP recommendation, which will be utilized as approved in writing by the City's project manager. The potholing, which will include traffic control in accordance with the WATCH Manual, will be coordinated to minimize traffic disruption. All potholes will be done in the public right of way in accordance with the City encroachment permit for this work and will be backfilled per City requirements.

Task 2 – Environmental Technical

We do not recommend proceeding with the optional technical studies until the final PES documents are signed by the City and Caltrans. We anticipate the following technical studies may be required to support the PES.

Optional Task 2.1 - Natural Environment Study - Minimal Impact (NES-MI)

We believe the project is a candidate for a Natural Environment Study Minimal Impact (NES-MI), given the project's assumed de minimis issues related to natural resources. An NES-MI report will be prepared in accordance to Caltrans guidelines based on the biological field surveys and literature analysis results.

Literature review will include:

- California Natural Diversity Database (CNDDB) records
- USGS Quadrangles in and around the project site
- California Native Plant Society (CNPS)
- U.S. Fish and Wildlife Service's (USFWS) list of endangered, threatened, proposed species, and sensitive habitats
- National Wetlands Inventory (NWI) map

It will include the survey methodologies, description of the flora and fauna observed on the site, potential impacts from project development, and recommended mitigation measures to reduce such impacts. Maps indicating the locations of sensitive biological resources will be incorporated into this document.

Cost Control and Budgeting Methodology

We are committed to improving project execution and product quality. To this end, we established a Practice Management Enhancement Group that is tasked with developing, maintaining, enhancing, and monitoring the performance of an overall system of quality management. **ISO 9001:2008** is an internationally recognized standard for quality management and has been adopted by Stantec as a means to reduce the risk and consequences of design errors, improve productivity and efficiency, promote the quality and reliability of our services, improve the financial performance of our operations, increase client confidence and loyalty, and support regulatory compliance.

We obtained companywide ISO 9001 certification in 2008 after undergoing an extensive internal and external scrutiny of its established policies and practices. The Stantec Quality Management System (SQMS) helps to communicate the organization's practices for planning, managing people, client satisfaction, practice management, managing sub-consultants, and for continual improvement.

The foundation of the SQMS is the Project Management Frameworks tool (PM Frameworks). This tool is readily accessible to our staff, provides the essential guidelines, templates, and training for effective project management, and its use is audited on a regular basis. The PM Frameworks is organized into four major phases of work (initiate, plan, control, and close-out), and identifies nine primary activities that must occur on each project. Many of the activities identified occur on a regular basis throughout the project to properly manage budget and schedule and to verify the quality of the construction documents meet industry standards and your expectations. Additional tasks beyond the nine primary activities are added as needed to address the unique elements associated with individual projects.

A summary of the frameworks phases and primary activities is shown in the graphic. A more complete outline of the PM Frameworks is available upon request.

Although all the activities are important for a successful project, a few of the activities worth highlighting are tasks 2, 5, and 8. A Project Implementation Plan, **task 2**, is prepared for each project, and will include a Quality Management Plan (QMP).

- 0** Prepare a **proposal** that includes a **preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.
- 1** Obtain **written instructions to proceed** and execute an **approved contract**. Obtain written subconsultant agreements (if applicable).
- 2** Prepare a **Project Plan** to an appropriate level of detail. Conduct and document an **independent review**.
- 3** Establish hard copy and electronic **project record directories** and file project records accordingly.
- 4** Complete a Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.
- 5** Monitor the **PM Dashboard** on a regular basis. Follow best practices for managing project **financials**, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).
- 6** Obtain the client's written approval on **scope of service changes** in a timely manner.
- 7** Conduct and document a **quality review** of all final* deliverables prior to issue.
- 8** Conduct and document an **independent review** of all final* deliverables prior to issue.
- 9** Close off the project **financials** and close out the **project files**.

* **FINAL:** A final deliverables is defined as any record (written or graphic) based on professional expertise or judgment that is intended to be relied upon by others and that provides direction to others as part of a service to the public (e.g., professional reports, documentation issued for construction, permit submissions, and maps).

Quality Control Plan

We will develop a comprehensive QC plan specifically for the project. The quality control plan will emphasize the need to clearly define requirements and standards and the need to independently check all work before it is issued to you or other reviewing agencies. An independent senior manager will oversee the QC program and will audit the quality activities to see that all checks are completed properly. Our QC program helps ensure that the project documents:

- Conform with the contract documents and scope of work
- Neat, well organized, clear, concise, and complete
- Technically and grammatically correct
- Comply with generally accepted standards of engineering and applicable laws
- Signed, dated, and stamped as required
- Consistent with other related plans

Maintaining Project Schedule and Budget

As your project manager, Carlos will work closely with principal-in-charge, Mohammad to help ensure that the professionals required for this project's successful delivery are available to provide the highest quality services. We are proactive and work to identify potential issues to quickly resolve them in a timely and cost-effective manner.

We have successfully completed numerous similar projects on schedule and within budget for the City and other Southern California cities. We will immediately begin the initial data collection and background research tasks as soon as the notice to proceed is obtained. We will closely monitor our surveyor's progress with field data collection and design, allowing us to make schedule adjustments, if necessary.

We will strive to expedite the design process by:

- Meeting with you initially to identify expectations
- Performing thorough background research and investigation to resolve issues
- Performing in-house quality control throughout and prior to milestone submittals
- Focusing on critical path items
- Identifying opportunities for and employing concurrent work processes



Our strict peer-review QA program begins at project commencement and continues throughout the project. It is designed to reduce the potential for errors, while providing a systematic review of all project facets.



3. Schedule

Critical to delivering a project within schedule is a strong understanding of the required project tasks and processes, the appropriate amount of qualified and available staff, and the preparation of a thorough and realistic project schedule.

We have assumed that there will be three community meetings, including two with the Bikeway and Walkability Committees. Based on our previous experience, we have assumed that the Preliminary Environmental Study (PSE) processing through Caltrans will take between six to eight weeks. Our schedule shows that we will start the PS&E certification process with Caltrans immediately following 90% plan submittal. We assume that this process will take approximately seven weeks to complete. We assume that submittals for approval from other agencies, such as the County of Orange, will occur concurrently with the City submittals.

Following the Notice to Proceed (assumed April 19, 2018), we propose the following schedule:

- Kick-off meeting on April 20, 2018
- 35% Preliminary Design Plans submitted to the City by May 31, 2018
- First Public Outreach and Bikeway and Walkability Committee Meetings by early June 2018
- 90% PS&E submittal to the City by August 3, 2018
- Second Bikeway and Walkability Meeting by the last week of August 2018
- 100% PS&E submittal to the City by September 10, 2018

The list of activities and durations proposed in the schedule will be discussed, reviewed, and finalized with you at the kick-off meeting, as well as subsequent progress meetings. We believe the critical path items are the public outreach meetings and document processing through Caltrans to obtain the proper certifications and authorizations.

Section 4

Project Organization and Staffing

Organization Chart

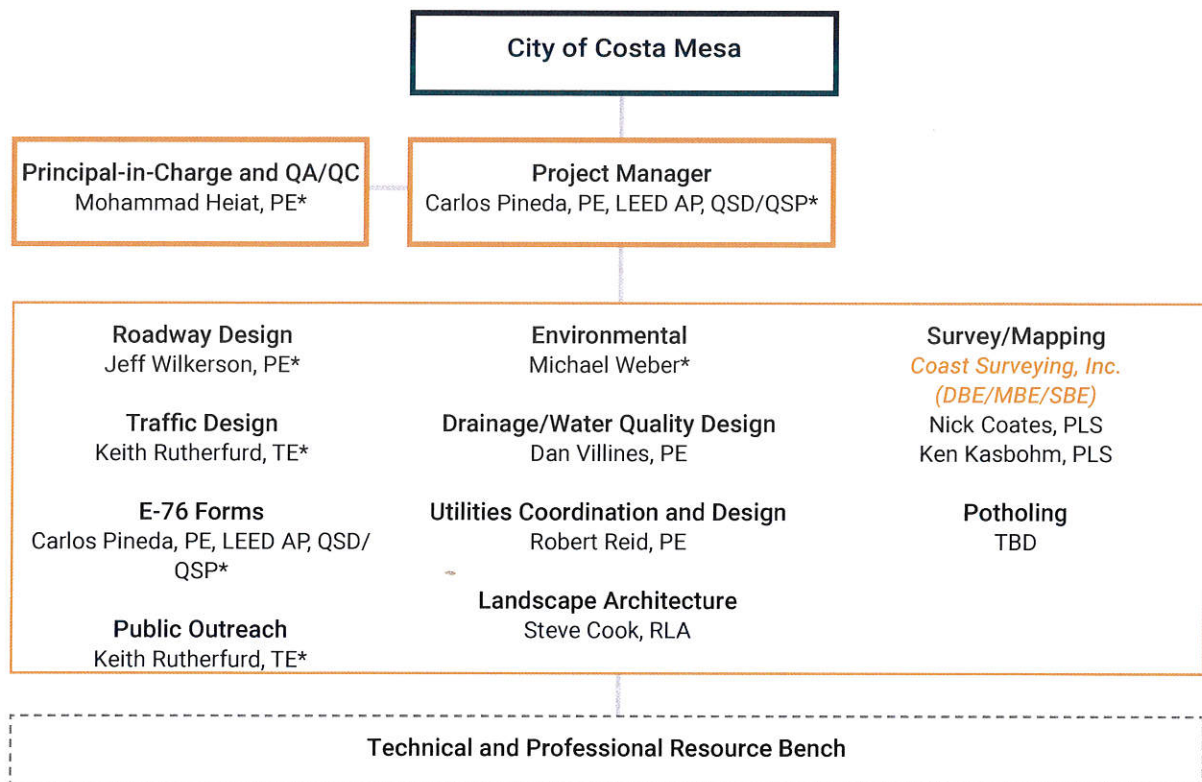
Our organizational chart demonstrates how our team members are organized and managed to help ensure projects run smoothly and efficiently. Project manager, Carlos is our primary contact person and will lead our interview, if requested. Further, our proposal is signed by Mohammad, an official authorized to bind Stantec.

Each team member has been selected based on their similar project experience, strong understanding of your community, and workload availability. **The majority of our team members have collaborated on related projects for the last decade.**

We've designated key team members who are available, committed, and experts in their field. This project is our priority and we are committed to its successful completion.

We also have a pool of additional technical and professional resources who we can call upon, if needed. Our available deep bench will help make sure your schedule and budget are maintained.

The résumés provided on the following pages detail our team members' experience on similar projects and engineering expertise.



*Key personnel



Mohammad Heiat*

PE

Principal-in-Charge and QA/QC

Education

- MS and BS, Civil Engineering

Registrations/Certifications

- Professional Engineer #45776, CA

Why Selected

- Served in a similar role on numerous transportation engineering projects over the last 35 years
- Extensive City and Orange County experience
- Roadway engineering and design expert

Mohammad is a leader in his field, with more than 35 years of civil engineering experience focused on transportation for a broad range of public works and private residential and commercial development projects. His experience includes an extensive list of capital improvement facilities design, roadway and intersection improvement plans, master plans, runoff management plans, and drainage structures.

Mohammad has served as project principal, quality control supervisor, project manager, and project engineer on the preparation of PS&Es for numerous public works/private infrastructure projects with emphasis on highway and street design, drainage and flood control facilities design, including culverts, open channels, and detention/storage basins.

Relevant Experience

Howard Way, Century Place and 16th Street Roadway Rehabilitation, Costa Mesa, CA (Principal-in-Charge)

Mohammad oversaw engineering design services for the rehabilitation and re-construction of Howard Way, Century Place, and 16th Street. Project improvements included pavement reconstruction; reconstruction of damaged curb and gutter, cross gutters, and sidewalks; driveways and driveway approaches; and wheel chair ramps to meet ADA requirements. Design plans comply with the latest Caltrans, Green Book, APWA, and City standards.

Victoria Street Rehabilitation, Costa Mesa, CA (Principal-in-Charge/QC Supervisor)

Mohammad oversaw civil engineering and topographic surveying services to rehabilitate roadway pavement for Victoria Street from Harbor Boulevard to the Santa Ana River. There are several signalized intersections within the project limits, including intersections with Harbor Boulevard, Maple Avenue, Pomona Avenue, Placentia Avenue, National Avenue, American Avenue, Canyon Drive, and Victoria Place/Valley Road.

* denotes projects completed with other firms



Carlos Pineda*

PE, LEED AP, QSD/QSP

Project Manager and E-76 Forms

Education

- MS and BS, Civil/Structural Engineering
- MBA, Business

Registrations/Certifications

- Professional Engineer #C38639, CA
- U.S. Green Building Council LEED Accredited Professional
- Qualified Stormwater Pollution Prevention Plan Practitioner/Developer (QSP/QSD)

Why Selected

- Hands-on and respected project manager
- City experience and knowledge of City standards and procedures
- More than three decades of experience on similar engineering projects

Carlos has 35 years of experience in civil engineering and project management, including for City projects. He has extensive experience working for both private and public sectors. Carlos' private sector design experience covers a wide range of projects, including residential master planned communities, "in tract" residential improvements and commercial centers. His public works design experience covers a wide variety of projects, including improving major arterials, secondary highways and collectors, flood control and drainage projects, ADA retrofit, and safe routes to school projects.

Carlos is recognized for his hands-on management approach and extensive knowledge of public agencies standards and permitting procedures.

Relevant Experience

North San Fernando Boulevard Safety Improvements*, Burbank, CA (Project Manager)

Carlos managed design of safety improvements for North San Fernando Boulevard between Grismer Avenue and Walnut Avenue, in accordance to the North San Fernando Master Plan. The Project included the design of curb extensions to improve the alignment at various intersections, traffic signal modifications, adding bike lanes, left turn lanes, and ADA ramps and crossings. Project funding utilized a federal HSIP grant and it had to comply to Caltrans and Federal guidelines for design and construction procurement. Stantec prepared the PS&E package, as well as all associated documents and exhibits in Caltrans LAPM for Authorization to proceed with right of way acquisition and construction.

Butterfield Stage Road, Phase 3 Improvements, Butterfield Stage Road and Rancho California Road Intersection Improvements, Temecula, CA (Project Manager)

Carlos managed civil engineering design and field survey services for the design of Butterfield Stage Road, Phase 3 Improvements.

* denotes projects completed with other firms



Jeff Wilkerson*

PE

Roadway Design

Education

- MS and BS, Civil Engineering

Registrations/Certifications

- Professional Engineer #63466, CA

Why Selected

- 15+ years of roadway design experience, including PS&Es
- City experience with strong knowledge in City standards and procedures
- Specializes in street improvements and enhancements

Jeff has 18 years of professional engineering experience. His knowledge includes the preparation of PS&E packages for roadway improvements, site improvements, and water and sewer systems for numerous public and private agencies.

Relevant Experience

Howard Way, Century Place and 16th Street Roadway Rehabilitation, Costa Mesa, CA (Project Manager)

Jeff managed engineering design services to rehabilitate and re-construct Howard Way, Century Place, and 16th Street. Project improvements included pavement reconstruction, reconstruction of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, and wheel chair ramps (WCR) to meet ADA requirements. Design plans were complied with the latest edition of Caltrans, Green Book, APWA, and City standards.

Victoria Street Rehabilitation, Costa Mesa, CA (Project Manager)

Jeff managed civil engineering and topographic surveying services to rehabilitate roadway pavement for Victoria Street from Harbor Boulevard to the Santa Ana River. There are several signalized intersections within the project limits, including intersections with Harbor Boulevard, Maple Avenue, Pomona Avenue, Placentia Avenue, National Avenue, American Avenue, Canyon Drive, and Victoria Place/Valley Road. The scope of improvements included pavement rehabilitation, reconstruction/ rehabilitation of damaged curb and gutter, cross gutters, sidewalks, driveways and driveway approaches, detailed design modifications to improve nuisance flow drainage problems, and providing WCR to meet ADA requirements.

17th Street/Tustin Avenue and Harbor Boulevard/ Wilson Street Intersections Improvements, Costa Mesa, CA (Project Engineer)

Jeff prepared PS&E for intersection capacity and aesthetic improvements at the 17th Street/Tustin

* denotes projects completed with other firms



Keith Rutherford*

TE

Traffic Design and Public Outreach

Education

- MS, Civil/Transportation Engineering
- BS, Administrative Studies

Registrations/Certifications

- Professional Engineer #001647, CA

Why Selected

- Nearly 30 years of traffic design and engineering experience to improve roadway safety and traffic
- Extensive City experience
- Served as traffic design engineer for City projects

Keith has 29 years of experience in transportation and traffic engineering with a broad background in transportation analysis and the preparation of design plans. He has performed technical analyses and studies, prepared various reports, and designed improvement plans for numerous private and public works projects. He has also served as an on-call consultant to public agencies.

Keith's specific transportation engineering experience includes road alignment studies; highway and street improvements design, including geometric studies, interchanges, and ramps; traffic engineering including site impact studies, parking and bikeway studies, bus operations, and signing, striping, traffic signal, and traffic control plan design.

Relevant Experience

7th Street/Tustin Avenue and Harbor Boulevard/Wilson Street Intersections Improvements, Costa Mesa, CA (Project Manager)

Keith prepared PS&E for intersection capacity and aesthetic improvements at the 17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street intersections. Project capacity improvements at 17th Street/Tustin Avenue included exclusive right-turn lanes on the eastbound and northbound approaches, and a far-side bus turn-out on eastbound 17th Street. Improvements also included decorative crosswalks across all approaches of the intersection, new curb returns and ADA-compliant access ramps, new sidewalk and tree wells, raised medians with landscaping and irrigation systems, and new street lighting. Improvements at Harbor Boulevard and Wilson Street included an exclusive westbound right-turn lane including retaining wall design. Our team prepared all street improvement plans for these projects, including roadway plan and profiles, detail sheets, traffic signal modification, signing and striping, and street lighting.

* denotes projects completed with other firms



Michael Weber*

Environmental

Education

- BS, Environmental Studies

Registrations/Certifications

- Air Quality Permitting and Enforcement
- 29 CFR 1910.120, 40-Hour HAZWOPER Certification, OSHA
- 29 CFR 1910.120, 8-Hour HAZWOPER Refresher Certification, OSHA
- 29 CFR 1910.120, 8-Hour HAZWOPER Supervisor's Certification, OSHA, Thousand Oaks, California, 2008
- 29 CFR 1910.252, Fire Safety/Fire Watch Training, Agency
- 9 CFR 172.704, Hazardous Materials Transportation Certification, Department of Transportation

Why Selected

- 17+ years of environmental experience on roadway projects
- Extensive knowledge preparing and managing environmental documents for projects, especially those subject to NEPA/CEQA compliance
- Experience coordinating with Caltrans to meet environmental documentation requirements to secure Federal funding for projects

With more than 17 years of progressive environmental consulting experience, Michael's expertise involves land uses subject to discretionary agency approvals and public environmental review. He provides environmental services and leads multi-disciplinary teams through all life cycle phases of projects. Michael has experience with transportation, aerospace, commercial, education, industrial, oil and gas, power, recreation, renewable energy, residential, water, and wastewater land uses.

Michael has extensive knowledge in preparing and managing environmental documents for projects, especially those subject to compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). He is a CEQA/NEPA subject matter expert for Stantec's Environmental Assessments, Permitting and Compliance practice and guides projects through scoping, technical study, impact assessment, public environmental review, response to comments, and lead agency findings. Michael has prepared Initial Studies (IS), Environmental Assessments (EA), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), and joint CEQA/NEPA documents. Michael is well versed in environmental permitting, and has experience obtaining discretionary permits for projects that are subject to multi-agency oversight and significant community involvement. He works on projects that are often located in sensitive areas with significant natural resource constraints. Michael has experience obtaining project permits and approvals from a wide range of Federal, state and local agencies.

* denotes projects completed with other firms



Dan Villines

TE

Drainage/Water Quality Design

Education

- BS, Civil Engineering

Registrations/Certifications

- Professional Engineer #55210, CA

Why Selected

- 20+ years of civil engineering experience providing drainage/water quality design
- Provides plan check services for Southern California clients
- Leads projects to improve roadway conditions

Dan has 24 years of professional civil engineering experience in the technical field of water resources. His experience includes hydraulic and structural analyses for the preparation of design plans, specifications and cost estimates for retaining walls, flood walls, dams, detention basins, water supply, wastewater, and flood control facilities.

Dan has also performed plan-check services for public agencies to verify hydrology and hydraulic design considerations. He has extensive knowledge of computer based hydraulic models for both open canal and piping systems for the purpose of determining cost effective and efficient hydraulic conveyance systems. He has been involved in the structural analysis, design, and construction of several hydraulic based projects in the Southern California area.

Relevant Experience

Tustin Avenue and Rose Drive Grade Separation Project, Orange County, CA (Drainage Task Manager)

Dan prepared plans, reports, and supporting technical studies for the storm drain and water quality portions of OCTA's Tustin Avenue Grade Separation project. Services included the completion of the plans for a 65 percent level submittal, a draft 100% level submittal, and a final 100 percent level submittal; incorporation of the Tustin/Rose Grade Separation Quality Management System Manual (QMS Manual) procedures, and the incorporation of OCTA's comments at 65 percent and draft 100 percent level submittals; and processing of the plans and their supporting studies with the OCFCD for the portion of the Project that would impact the existing Atwood Channel that is owned by OCFCD.

Three Arch Bay Community Services District 2011 Roadway Project Plan Check*, Laguna Beach, CA (Plan Checking)

Dan provided plan-checking services as related to the drainage components of the proposed street improvements within the Three Arch Bay Community Services District.

* denotes projects completed with other firms



Robert Reid

PE

Utilities Coordination and Design

Education

- MBA, University of Michigan
- BS, Mechanical Engineering

Registrations/Certifications

- Professional Engineer #049624, CA

Why Selected

- 25+ years of water resource experience
- Decades of local, Orange County experience
- Manages projects involving complex utility relocations

Robert brings 27 years of diversified experience in water resources engineering and consulting for the private and public sectors. He has managed all phases of water resource projects, including conceptual planning, feasibility studies, facility design, and construction management; evaluated numerous water distribution and wastewater collection systems; and developed facility plans to meet projected future needs. These plans have involved major infrastructure projects related to water transmission, treatment and storage facilities, and wastewater collection facilities.

Robert's extensive technical expertise includes preparing preliminary and final designs, as well as providing construction management services for water distribution and wastewater collection facilities.

Relevant Experience

Randall Street Domestic Water Improvements, Orange, CA (Project Manager)

Robert managed the preparation of plans and specifications, including cost estimates, for the Lolita and Randall Street Domestic Water Improvements projects. The project included approximately 1,300 linear feet of 8-inch PVC pipeline in existing streets, including traffic control for the congested Santiago Canyon Avenue. Improvements were required due to an old 8-inch steel pipeline that was leaking and needed to be abandoned. Pipeline improvements and services were reconnected the existing system to the new pipeline, including connections and valves to Irvine Water District's intertie with the City of Orange system, along with service meter reconnections.

Foothill Toll Road South Utility Relocations, Orange County, CA (QA/QC Manager)

Robert managed relocation of required utilities along the 17-mile extension of the Toll Road. Work included coordinating relocations with utility companies, identifying easements and prior rights ownership, and beginning the process for Master Utility Agreements for Phase 2 construction.

* denotes projects completed with other firms



Steve Cook

RLA

Landscape Architecture

Education

- BS, Agricultural Business Management

Registrations/Certifications

- Landscape Architect #4053, CA
- Landscape Irrigation Auditor #82148, Irrigation Association
- Landscape Contractor #C27-528894, CA

Why Selected

- 25 years of experience providing landscape architecture for Orange County communities
- Knowledge of the local environment
- Provides comprehensive landscape support to improve streetscapes, while remaining environmentally-conscious

Steve's 25 years of combined experience as a registered landscape architect, a licensed landscape contractor, a certified water auditor, and a member of the Environmental Protection Agency's (EPA) Watersense Partnership Program, provide him a broad base of valuable knowledge. His experience as a landscape architect and a certified landscape water auditor provide him the knowledge necessary to design the most current environmentally friendly and efficient irrigation delivery systems.

As an EPA Watersense Partner, he stays abreast of the regional, as well as local policies—enabling him the ability to foresee technological and societal trends, and allowing him the advantage of incorporating relevant new irrigation elements or design techniques into current project designs accordingly.

Relevant Experience

Golden Valley Road, Santa Clarita, CA (Landscape Architect)

Steve prepared the landscape concept plan for preliminary approvals and later the landscape construction documents. This project was a street widening and renovation project adjacent to and spanned the Caltrans right of way at SR-14. He worked closely with the City's staff to incorporate the new landscape items into the existing. Existing points of connections were used where possible and new ones were installed where necessary. One particular challenge discovered during design was the lack of an existing power source for an area of new landscape. Steve's knowledge of cutting edge products within his industry, which is a result of maintaining his Certified Irrigation Auditor and EPA WaterSense Partner credentials, allowed him to suggest to the City the use of a newly released solar powered controller that would meet the most current water saving requirements. Avoiding the need to install a new electrical supply saved the City design and construction costs.



Nick Coates

PLS

Survey

Registrations/Certifications

- Professional Land Surveyor #9306, CA

Why Selected

- 36+ years of survey experience
- Respected survey manager
- Leader in issues identification and solutions

Nick has more than 36 years of diverse, worldwide surveying experience in both the field and office performing many types of surveying, including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right-of-way surveys, monitoring surveys, and construction layout.

Relevant Experience

Rosa Parks/Willowbrook Station Renovation, Los Angeles, CA (Survey Project Manager)

The Rosa Parks/Willowbrook Station is the third busiest station in Metro's network and the survey posed many interesting challenges. The station itself is built on three levels, all of which were surveyed whilst the station was active and open to passengers. Additionally, coordination was required with Metro's track department and with UPRR to allow field crews to safely work on the tracks. Nick was responsible for all survey services, including project coordination, data management, crew assignments, and final deliverables. He managed aerial mapping, design surveys, right-of-way surveying, and legal description/exhibit preparation.

LAX CTA Survey Control, Los Angeles, CA (Survey Project Manager)

This project required developing a high accuracy survey control network throughout the airport's Central Terminal Area. This extremely challenging and complex project involved setting, and measuring, control monuments on the access levels for all of the terminal buildings, on each level of the parking structures and within the terminal buildings. Due to continuing airport operations while the survey was underway, it was necessary to coordinate the survey work on daily basis so as not to interfere with the movement of foot and motorized traffic, as well as other ongoing construction projects.

Foothill Layover Sites, Las Angeles, CA (Survey Project Manager)

Nick oversaw detailed design surveys at three potential bus layover sites located under I-10 in Los Angeles. Each of the surveys included the surrounding infrastructure and the location boundary/ right of way. This fast-track project also required coordination with Caltrans and was completed on schedule and under budget.

* denotes projects completed with other firms

Section 5

Work History

Over the last 60 years, we've completed hundreds of transportation engineering services for both federal and non-federal-aid projects. The following chart highlights projects that are similar to your project—we have the experience, team, and local knowledge to improve safety on Fairview Road.

Following, we've included full descriptions of similar street improvement projects completed within the last five years, as well as reference information.

Project	Roadway/street improvements	Median improvements	Curb, gutter, and sidewalk improvements	Signing and striping plan	ADA improvements	Design infrastructure improvements	Topographic survey	Preliminary design plan	Final PS&E	Safety improvements	Plans and processing documents	Public/stakeholder outreach	Caltrans coordination	Utility adjustments/relocations	Environmental services
Fairview Road and Wilson Street Intersection, Costa Mesa	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓			✓	
Harbor Boulevard and Victoria Street Intersection, Costa Mesa	✓		✓	✓	✓	✓		✓	✓	✓				✓	
North San Fernando Boulevard Safety Improvements, Burbank	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Traffic Impact Fee Update, Costa Mesa	✓					✓				✓		✓			
Bicycle Master Plan, Costa Mesa	✓					✓				✓		✓			
Newport Boulevard and 32nd Street Modifications, Newport Beach	✓	✓	✓	✓	✓	✓				✓				✓	
Oso Parkway Roadway Widening Improvements, Mission Viejo	✓		✓			✓		✓	✓	✓			✓	✓	
Beach Boulevard and Warner Avenue Intersection Improvements, Huntington Beach	✓					✓		✓	✓	✓	✓		✓	✓	
Cress Street Sidewalk Improvement Project, Laguna Beach			✓		✓	✓		✓	✓	✓		✓		✓	✓
Paramount Boulevard Median Island Improvements, Downey	✓	✓	✓	✓	✓	✓		✓		✓				✓	
Foothill Transit Layover Sites, Los Angeles	✓					✓	✓			✓	✓		✓		
Poppy Avenue and Ocean Boulevard, Newport Beach	✓					✓	✓			✓					



Credit: Google Earth

Harbor Boulevard and Victoria Street Intersection

Costa Mesa, CA

We provided engineering design services to prepare PS&E to improve the Harbor Boulevard and Victoria Street intersection.

The project was divided into two phases.

- The first phase included extending the southbound right-turn lane along Harbor Boulevard and restriping the intersection to provide an exclusive eastbound right-turn lane along Victoria Street
- The second phase included widening the road along westbound Victoria Street, west of Harbor Boulevard, to lengthen the No. 3 through lane departing the intersection



Agency or client name:

City of Costa Mesa

Contact person:

David Cho,
Former Assistant Engineer
(now with A Cone Zone Inc.)

Telephone number: (855) 605-2663

Year completed: 2013

Project cost: \$400,000

Firm role: Prime consultant

This widening/lengthening allowed the conversion of the existing exclusive westbound right-turn lane into an optional through-right lane along Victoria Street. The roadway improvements included new asphalt pavement, curb and gutter, sidewalk, bus pads, ADA compliant curb ramps, and striping. Also, additional right-of-way, street light, utility and catch basin relocations, private property access improvements, and minor landscaping and irrigation modifications were required for project improvement implementation.

The project design complied with the latest edition of Caltrans, Green Book, APWA, and City Standards.



Newport Boulevard and 32nd Street Modifications

Newport Beach, CA

We provided engineering services for widening improvements along Newport Boulevard between Via Lido and 30th Street (approximately 1,600 feet).

The improvements provided one additional northbound through lane from 30th Street to 32nd Street and one additional southbound through lane from Via Lido to 32nd Street terminating as a right-turn only lane at 32nd Street. The 32nd Street intersection was modified to improve roadway geometrics and level of service. The widening improvements required new right of way from portions of three privately owned parcels and one public parcel (City Hall).

Our services included:

- California Coastal Permit preparation and processing
- Design survey
- Utility coordination
- Asphalt concrete pavement design
- Curb and gutter, ADA access ramp, sidewalk, signing and striping improvements
- Traffic signal modifications, signal loop detector replacement
- Traffic control and construction staging
- Median landscaped irrigation
- Preparation of bid documents, specifications and an engineer's estimate of probable construction costs
- Bid and engineering support services during construction



Agency or client name:
City of Newport Beach
Contact person: Andy Tran,
Civil Engineer
Telephone number: (949) 644-3315
Year completed: Completed
Project cost: \$568,00
Firm role: Prime consultant



Credit: Google Earth

Beach Boulevard and Warner Avenue Intersection Improvements

Huntington Beach, CA

We provided civil and traffic engineering services and prepared a feasibility study, preliminary widening design, and project report for improvements to this critical intersection. The intersection accommodates more than 107,000 vehicles per day—the second highest intersection volume in Orange County.

Intersection widening alternatives included evaluating exclusive right-turn lanes on the eastbound/westbound and northbound/westbound approaches for existing and 2030 traffic conditions.

Our services included:



Agency or client name:
City of Huntington Beach
Contact person: Bill Janusz,
Principal Civil Engineer
Telephone number: (714) 536-5431
Year completed: 2016
Project cost: \$425,000
Firm role: Prime consultant

- Laser-scan design survey
- Utility and right-of-way research
- Development of geometric alignment plans for each alternative
- Implementation of cost estimates
- Preparation of technical memorandums for project features
- Design criteria documentation and the traffic analysis
- Obtainment of an encroachment permit from Caltrans for conducting the design survey within state right of way
- Final engineering design services



Paramount Boulevard Median Island Improvements

Downey, CA

We are designing street improvements and enhancements along Paramount Boulevard between Imperial Highway and Florence Avenue (approximately 12,600 feet). The project will improve traffic safety along Paramount Boulevard. This will be achieved by reducing the number of conflict points by closing several left-turn movements along the corridor. The initial project phase included a traffic study and concept plan to determine which left movements would be closed, as well as several public outreach meetings to discuss the proposed improvements with the local residents.



Agency or client name:

City of Downey

Contact person: Edwin Norris,
Deputy Director of Public Works

Telephone number: (562) 904-7110

Year completed: In progress
(50% design completed)

Project cost: \$271,000

Firm role: Prime consultant

The final improvements will include:

- New landscaped raised medians
- Pavement rehabilitation between 7th Street and Florence Avenue
- Repair damaged curb and gutter, cross gutters, sidewalk, and non-compliant ADA accessible ramps
- Restore traffic signal loops
- Signing and striping improvements
- New potable water improvements
- Other utilities adjustments and relocation

Project References

Satisfied clients are the strongest testament to a well-managed project. We encourage you to reach out to the contacts listed below as part of your selection process.

Client	Name Telephone Number Mailing Address	Referenced Project
City of Costa Mesa	<p>Pritam Deshmukh, Former Associate Civil Engineer (now with the City of Denton, TX) (940) 349-7710 901-A Texas Street Denton, TX 76209</p> <p>David Cho, Former Assistant Engineer (now with A Cone Zone Inc.) (855) 605-2663 1640 Market Street Corona, CA 92880</p>	<ul style="list-style-type: none"> Fairview Road and Wilson Street Intersection Improvements Harbor Boulevard and Victoria Street Intersection Victoria Street Rehabilitation 17th Street/Tustin Avenue and Harbor Boulevard/Wilson Street Intersection Improvements Howard Way, Century Place And 16 Street
City of Burbank	<p>Jonathan Yee, Assistant Public Works Director, Traffic (818) 238-3969 150 North Third Street Burbank, CA 91510-6459</p>	<ul style="list-style-type: none"> North San Fernando Boulevard Safety Improvements
City of Mission Viejo	<p>Richard Schlesinger, City Engineer (949) 470-3079 200 Civic Center Mission Viejo, CA 92691</p>	<ul style="list-style-type: none"> Oso Parkway Roadway Widening Improvements
City of Newport Beach	<p>Andy Tran, Civil Engineer (949) 644-3315 100 Civic Center Drive Newport Beach, CA 92660</p>	<ul style="list-style-type: none"> Jamboree Road Widening Improvements Newport Boulevard and 32nd Street Modifications
City of Pomona	<p>Matt Pilarz, Senior Civil Engineer (909) 620-3652 505 South Garey Avenue Pomona, CA 91766</p>	<ul style="list-style-type: none"> Lincoln Park Improvements
City of Laguna Beach	<p>Tom Sandofur, Associate Civil Engineer (949) 497-0792 505 Forest Avenue Laguna Beach, CA</p>	<ul style="list-style-type: none"> Cress Street Wall and Sidewalk Improvements



6. PSA

We have reviewed your proposed PSA presented in the RFP and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.



Stantec

7. Proposal

As requested, we have submitted one original proposal, three hard copies, and one electronic copy of our proposal.



Stantec

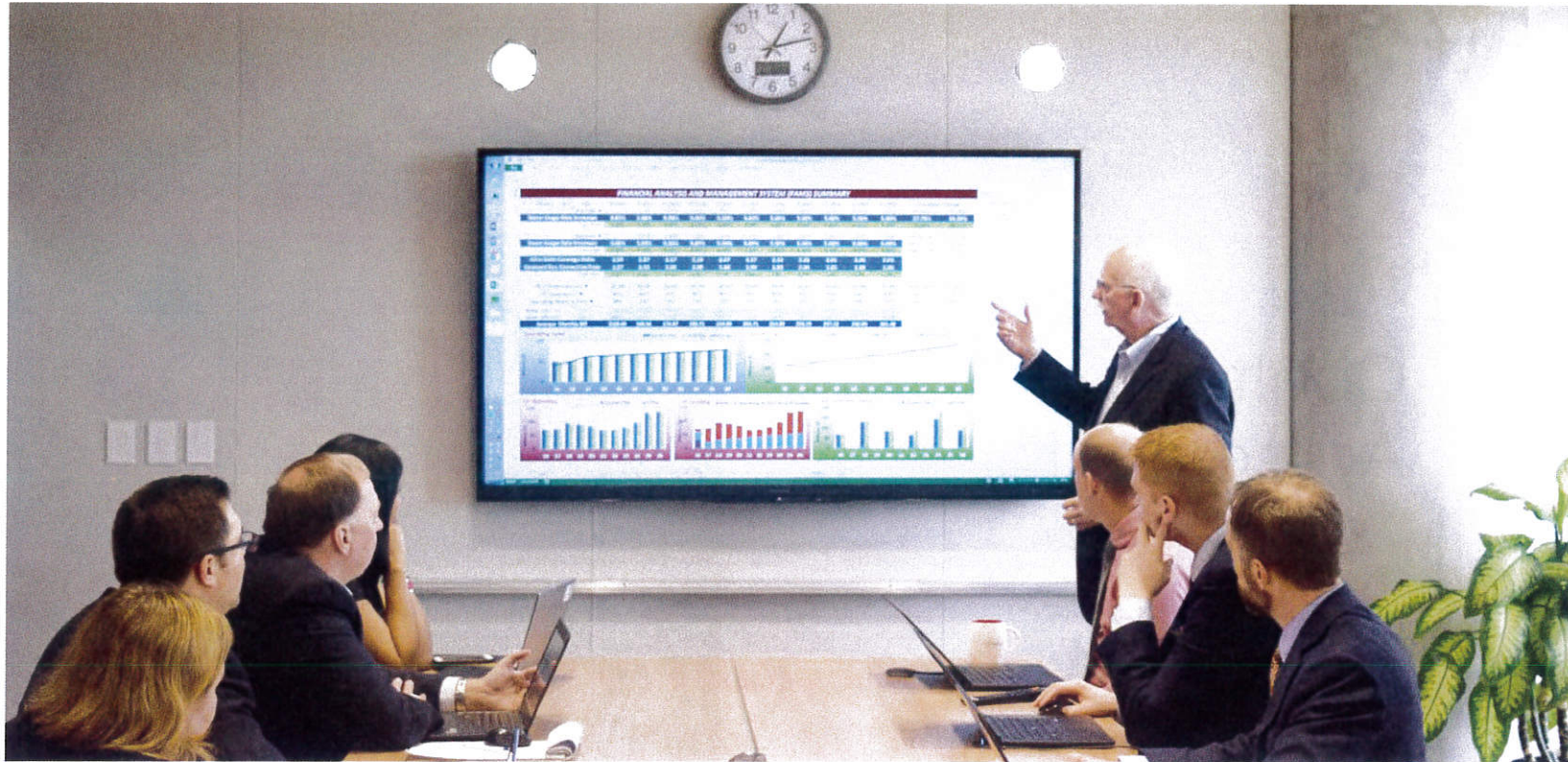
8. Conflict of Interest Statement

Policy: In order to enhance shareholder value and confidence, all employees of Stantec Inc. and its subsidiaries shall avoid real, apparent, or potential conflicts of interest with Stantec and will ensure that they do not use their relationship with Stantec for personal gain.

Practice: Employees have a duty to be free from the influence of any conflicting interest when representing Stantec. In dealings with current or potential clients, subconsultants, suppliers, contractors, and competitors, employees should act in the best interests of the Company to the exclusion of personal advantage. A conflict of interest occurs when an individual's personal or family interests may interfere with the performance of his or her duties or with the best interests of Stantec. Even the appearance of a conflict of interest where none actually exists can be damaging and should be avoided. Whether or not a conflict of interest exists or will exist can be unclear. Stantec employees should not compete with Stantec and should never let business dealings on behalf of Stantec be influenced, or even appear to be influenced, by personal or family interests.

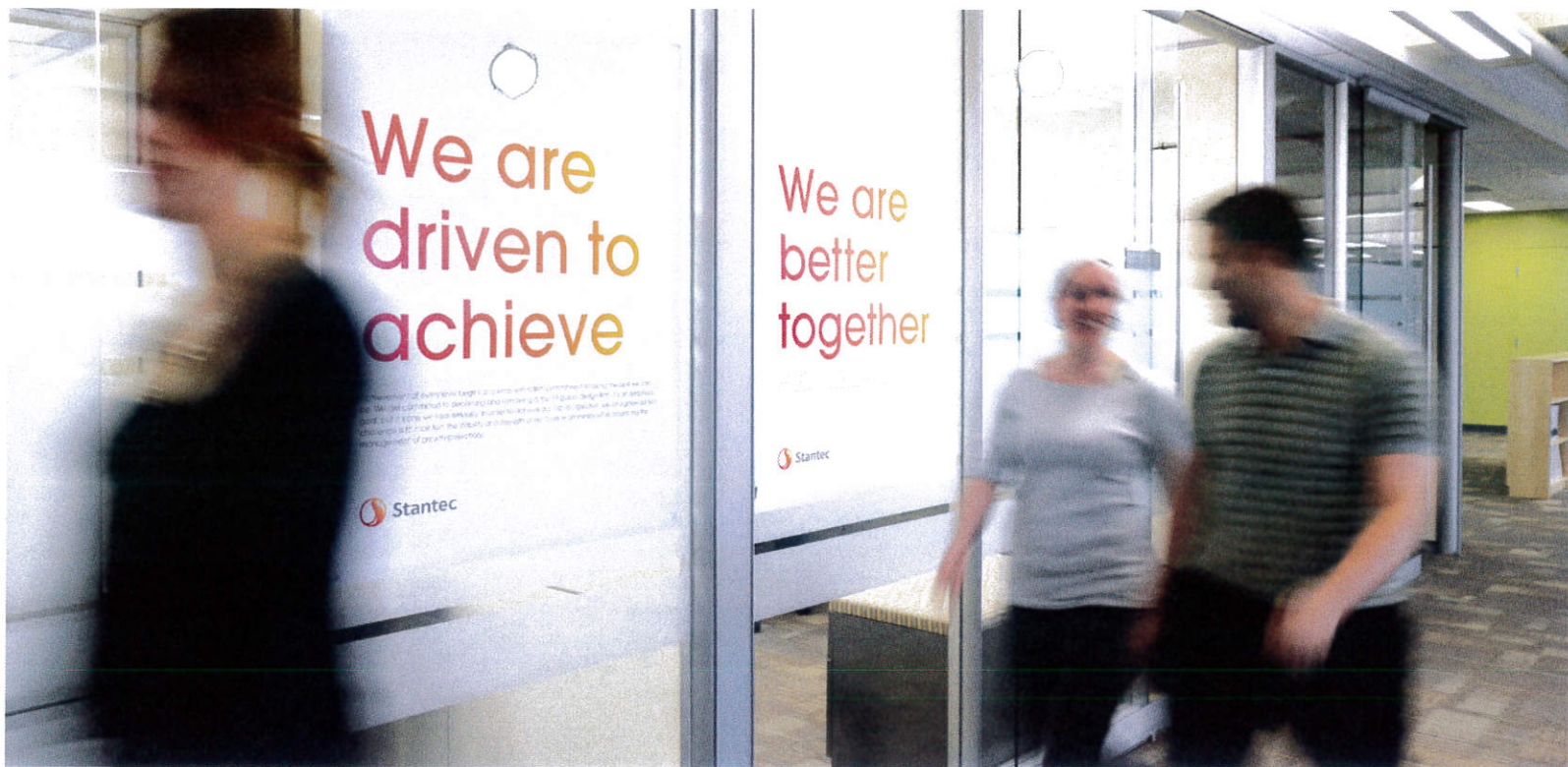
These guidelines are to be strictly followed at all times and under all circumstances. Any violation will subject an employee to disciplinary action, up to and including termination. Responsibility to avoid conflicts of interest, or the perception of conflicts of interest arising from outside activities, lies with the individual employee. It is expected that employees will act in the best interests of the company at all times. US and Canadian securities regulatory authorities require that Stantec's chief executive officer and chief financial officer are required to certify the existence and effectiveness of internal controls and disclosure controls in Stantec's annual and interim filings. Additional details, if desired by the City, will be provided.

Disclosure: Stantec has thousands of clients and is a wholly owned subsidiary of a publicly traded company. As such, it is possible clients or shareholders may have an interest in the outcome of the project. However, we have no knowledge of relationships warranting disclosure under this section.



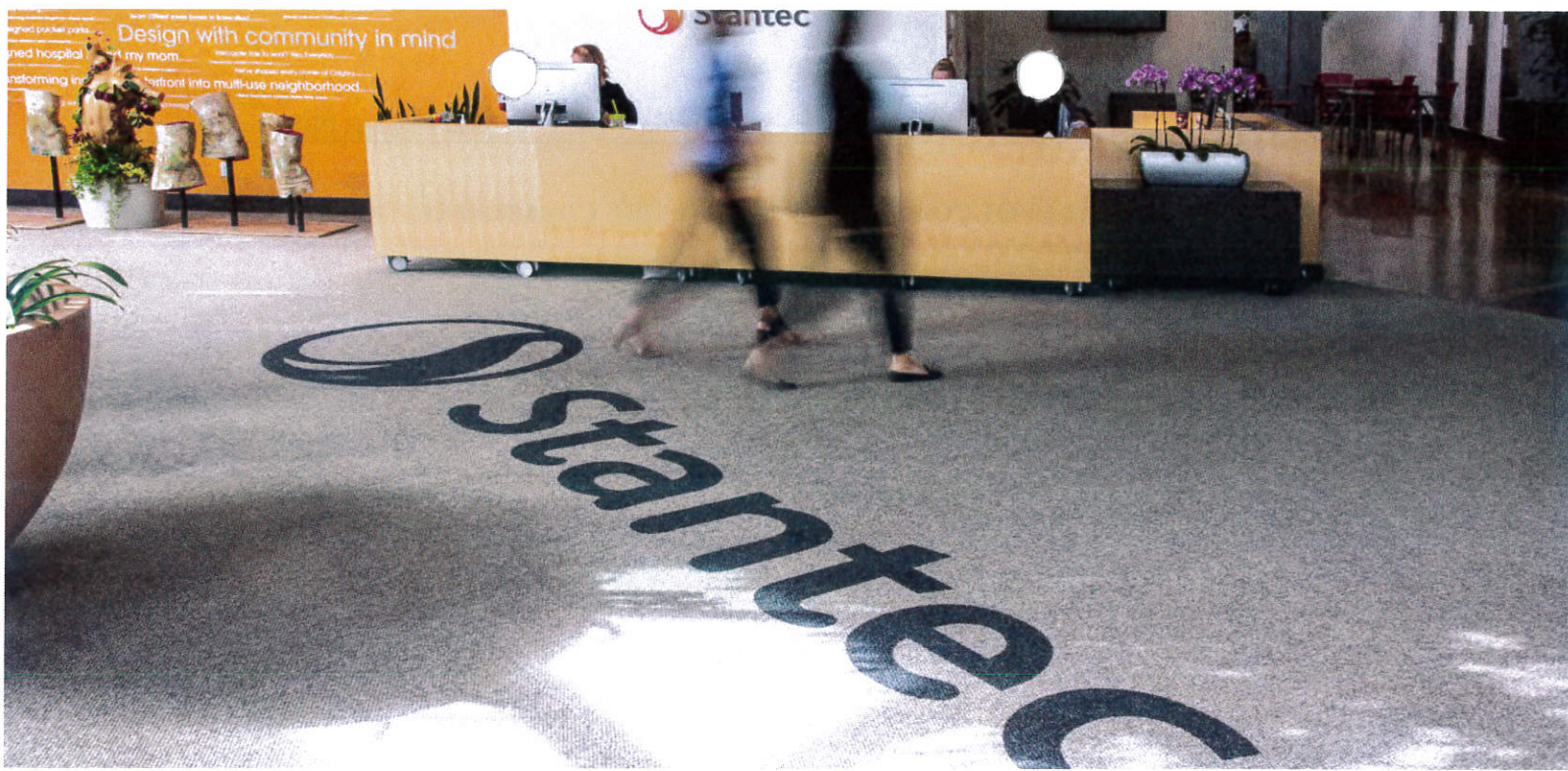
9. Litigation

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.



10. Contract Agreement

We confirm that our proposal term shall remain in effect for 90 days following the date proposal submissions are due.



11. Federal-Aid Provisions

As requested, we submit the following forms:

- Local Agency Proposer DBE Commitment (LAPM 10-01)
- Good Faith Effort (LAPM 15-H)
- Disclosure of Lobbying Activities (LAPM 10-Q)

Query Criteria

Firm/DBA Name:

Firm Type: DBE

Firm ID	2128
Firm/DBA Name	COAST SURVEYING, INC coast surveying
Address Line1	15031 PARKWAY LOOP, SUITE B
Address Line2	
City	TUSTIN
State	CA
Zip Code1	92780
Zip Code2	6527
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	ruel.delcastillo@coastsurvey.com
Contact Name	RUEL DEL CASTILLO
Area Code	(714)
Phone Number	918-6266
Extension	
Alt Area Code	()
Alt Phone Number	
Extension	
Fax Area Code	(714
Fax Phone Number	918-6277
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	00;
Districts	00;
DBE NAICS	541370;

ACDBE NAICS

Work Codes	C0700 CONSTRUCTION STAKING SUPPLIER; C8760 LAND SURVEYOR;
Licenses	LS Land Surveyor;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Good faith effort not required—Stantec will meet or exceed 4% DBE goal.				

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
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NOT APPLICABLE TO STANTEC

4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
--	--

6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)
--	--

12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
--	---

13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
---	---

16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
---	--

Signature: Mohammad R. Heiat
 Print Name: Mohammad Heiat, PE
 Title: Principal-in-Charge
 Telephone No.: (949) 923-6962 Date: March 14, 2018

Authorized for Local Reproduction
Standard Form - LLL

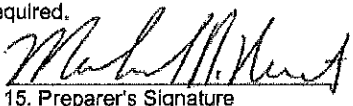
Federal Use Only:

Standard Form LLL Rev. 04-28-06

EXHIBIT C
DBE COMMITMENT

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 4%
3. Project Description: Engineering Services for Fairview Road Safety Improvements
4. Project Location: Fairview Road from Baker Street to Adams Avenue
5. Consultant's Name: Stantec Consulting Services 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$136,918
8. Total Dollar Amount for **ALL** Subconsultants: \$27,200 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Surveying	2128	Coast Surveying Inc. 15031 Parkway Loop B, Tustin, CA 92780 (714) 918-6266	\$17,200
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			12.56%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p> May 21, 2018</p> <p>15. Preparer's Signature 16. Date</p> <p>Mohammad Heiat (949) 923-6962</p> <p>17. Preparer's Name 18. Phone</p> <p>Principal-In-Charge</p> <p>19. Preparer's Title</p>
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT D
COST PROPOSAL

TIME ALLOCATION AND HOURLY RATE SCHEDULE

Fee Proposal to Provide Design Services for

NEGOTIATED

FAIRVIEW ROAD SAFETY IMPROVEMENTS - TOTAL OF BOTH FEDERAL - AID & CITY - FUNDED IMPROVEMENTS

To: The City of Costa Mesa, May 8, 2018

By: Stantec Consulting Services Inc.

Tasks	Task Description	Number of Plan Sheets	Stantec Staff Hours and Fees							Subcontractors		Total Hours	Direct Cost	Fee
			PR	Project Manager/ Task Manager	Sr. Project Engineer/ Environmental	Design Engineer/ Environmental	Traffic Engineer/ Analyst	Hours	Fee	STANTEC	Coast Surveying Inc.			
	PHASE I - TOPOGRAPHIC SURVEY, UTILITY RESEARCH AND PROJECT DATA COLLECTION		\$327.00	\$208.24	\$100.41	\$108.85	\$117.45	Hours	Fee		Fee			
	1 Kick-Off Meeting		2	6				8	\$	1,753		8		\$ 1,753
	2 Research and Data Collection			2	4	8		14	\$	1,925		14		\$ 1,925
	3 Topographic Field Survey			4		4		8	\$	1,260	\$	17,200	8	\$ 18,460
	4 Utility Research, Coordination and OC/FCD Permit			8	12	16		36	\$	5,316			36	\$ 5,316
	6 Project Management, Coordination and Meetings (4)		4	20				24	\$	5,156			24	\$ 5,156
	Subtotal Phase I Cost		6	40	16	28		90	\$	15,411	\$	17,200	90	\$ - \$ 32,611
II	PHASE II - PRELIMINARY DESIGN PLAN													
	1 Preliminary Design Plans (35%)		2	10	24	32		68	\$	9,911			68	\$ 9,911
	2 Environmental Analysis & Documentation		10	4	24	35		73	\$	11,063			73	\$ 11,063
	3 Public Outreach (3 meetings)		2	10	6	8		26	\$	4,411			26	\$ 4,411
	Subtotal Phase II Cost		14	24	54	75		167	\$	25,385	\$	-	167	\$ - \$ 25,385
III	PHASE III - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)													
	1 Title, Typical Sections, Roadway Plan and Profiles (Title sheet, Typical Sections, Plan and Profile, Storm drain Plans)	4	6	14	30	80		130	\$	17,954			130	\$ 17,954
	2 Intersection Details	1		4		16		20	\$	2,567			20	\$ 2,567
	3 Design Details	2		8	16	40		64	\$	8,570			64	\$ 8,570
	4 Field Reviews (2)			6	6			12	\$	2,200			12	\$ 2,200
	5 Hydrology and Hydraulics Analysis /Storm Drain Design			6	10	12		28	\$	4,148			28	\$ 4,148
	6 Signing and Striping	2		4		14		30	\$	3,758			30	\$ 3,758
	7 New Traffic Signal Plan	1		12		22		44	\$	6,044			44	\$ 6,044
	8 Document WPC Requirements			6	8	18		32	\$	4,480			32	\$ 4,480
	9 Specifications			6	8	24		38	\$	5,133			38	\$ 5,133
	10 Quantities and Cost Estimates (QCE)			4	6	16		26	\$	3,529			26	\$ 3,529
	11 Request for Authorization and PS&E Certifications (E-76)		2	8	8			18	\$	3,449			18	\$ 3,449
	12 Resident Engineer Files			2		10		12	\$	1,501			12	\$ 1,501
	13 Bidding and Construction Phase			8	8			16	\$	2,933			16	\$ 2,933
	14 Utility and Traffic Signal Foundation Potholing								\$	-				\$ 10,000
	Subtotal Phase III Cost	10	8	88	100	252	22	470	\$	66,267	\$	-	470	\$ 10,000 \$ 76,267
	Reimbursable budget (Costs, Includes: Printing, Copying, Deliveries)													\$ 2,655
	TOTAL COST INCLUDING EXPENSES, FEES, REIMBURSABLES		28	152	170	355	22	727	\$	107,063	\$	17,200	727	\$ 10,000 \$ 136,918

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Coast Survey	\$ 17,200.00
Subconsultant 2: Potential Potholing	\$ 10,000.00
Subconsultant 3:	\$
Subconsultant 4:	\$
m) TOTAL SUBCONSULTANTS'	\$ 27,200.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 29,855**TOTAL COST [(c) + (j) + (k) + (n)] \$ 136,918**

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Eric NielsenTitle *: Executive Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 5/9/2018Email: eric.nielsen@stantec.comPhone Number: 949.923.6000Address: 38 Technology Drive, Irvine, CA 92618

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Civil and Traffic Engineering Services, Environmental Services

EXHIBIT E
PROJECT SCHEDULE



FAIRVIEW ROAD SAFETY IMPROVEMENTS PROJECT SCHEDULE

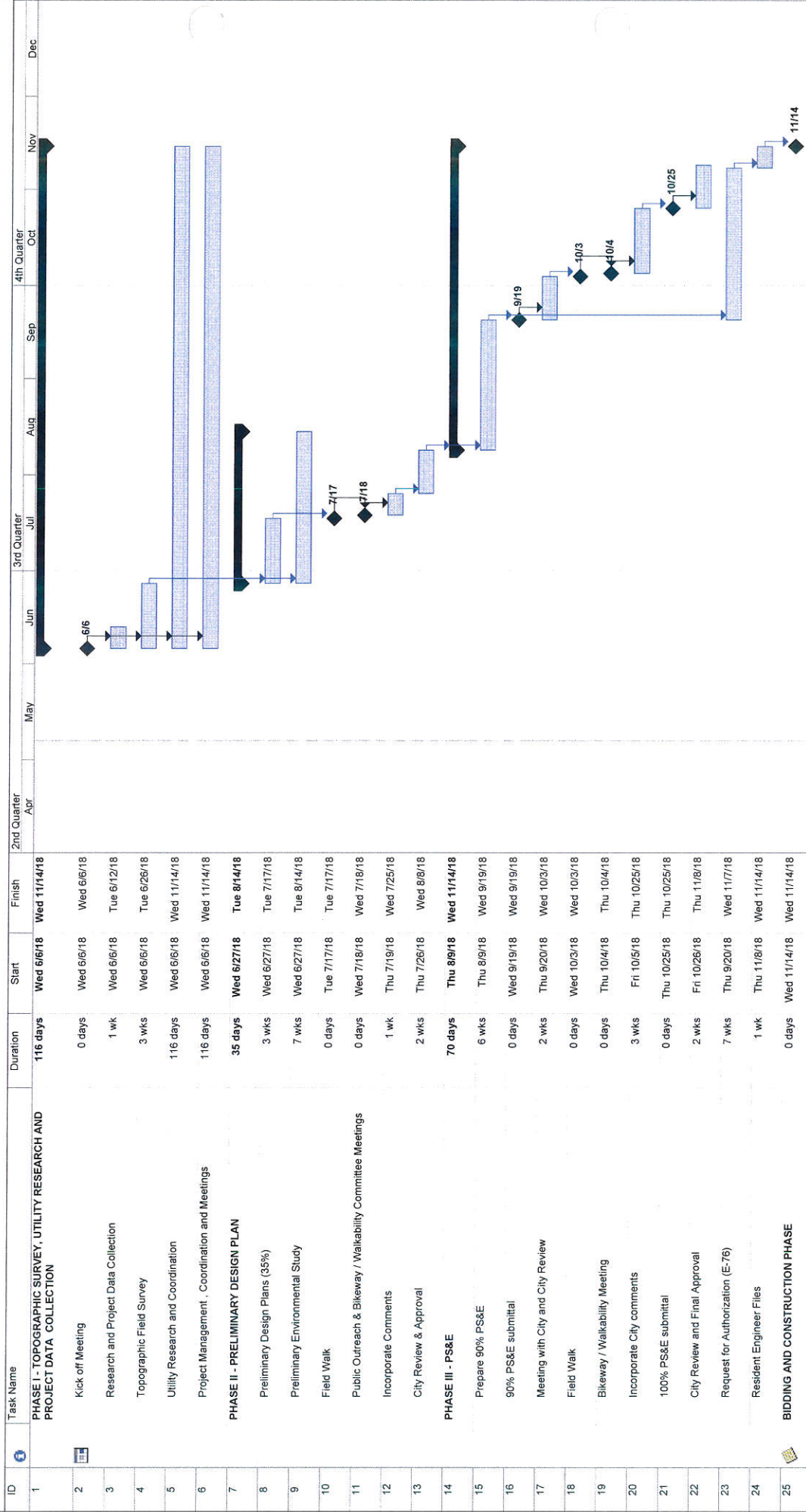


EXHIBIT F
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

5/23/2018

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C No. Ext):</td> <td>FAX (A/C No.):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: American Guarantee and Liab. Ins. Co.</td> <td>26247</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>	CONTACT NAME:		PHONE (A/C No. Ext):	FAX (A/C No.):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: American Guarantee and Liab. Ins. Co.	26247	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																					
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044																					

COVERAGES **CERTIFICATE NUMBER:** 15401118 **REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OUI ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2042 - FAIRVIEW ROAD SAFETY IMPROVEMENTS. SEE ATTACHED.

CERTIFICATE HOLDER

15401118
 CITY OF COSTA MESA
 77 FAIR DRIVE
 COSTA MESA CA 92626

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

5/23/2018

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.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyds of London	
	INSURER B: AIG Specialty Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 15401120 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2042 - FAIRVIEW ROAD SAFETY IMPROVEMENTS.

CERTIFICATE HOLDER

15401120
CITY OF COSTA MESA
77 FAIR DRIVE
COSTA MESA CA 92626

CANCELLATION

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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EXHIBIT G

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.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

5/23/2018

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C: American Guarantee and Liab. Ins. Co.		26247
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 15401118**REVISION NUMBER:** XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> 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 N	Y N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2042 - FAIRVIEW ROAD SAFETY IMPROVEMENTS. SEE ATTACHED.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

15401118 CITY OF COSTA MESA 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:

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STANTEC CONSULTING SERVICES INC. WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY, SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

POLICY NUMBER: GLO0246172
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

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

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

POLICY NUMBER: GLO0246172
GENERAL LIABILITY
NAMED INSURED: SEE ATTACHED CERTIFICATE
CG 20 37 04 13

COMMERCIAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location And Description of Completed Operations:

ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820 ; TC2J-CAP-8E087017
NAMED INSURED: SEE ATTACHED CERTIFICATE

**COMMERCIAL AUTO
CA 20 48 10/13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
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 the 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:

Endorsement Effective: 5/1/2018

SCHEDULE

Name of Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

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.

CA 20 48 10/13

D522021



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

5/23/2018

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C. No.):	
	PHONE (A/C. No. Ext.):	E-MAIL ADDRESS:	
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		26883
	INSURER B: AIG Specialty Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15401120 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2042 - FAIRVIEW ROAD SAFETY IMPROVEMENTS.

CERTIFICATE HOLDER

15401120
CITY OF COSTA MESA
77 FAIR DRIVE
COSTA MESA CA 92626

CANCELLATION

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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