

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ALBERT GROVER & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALBERT GROVER & ASSOCIATES, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide traffic engineering services on an as-needed basis, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and 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. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B.

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

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

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

### **3.0. TIME OF PERFORMANCE**

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

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on August 19, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in



accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

## 6.0. GENERAL PROVISIONS

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

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

Albert Grover & Associates, Inc.  
211 Imperial Highway, Suite 208  
Fullerton, CA 92835  
Tel: (714) 992-2990  
Attn: Chalap Sadam

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5184  
Attn: Elliot Huang

Courtesy copy to:

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

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all



costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be



liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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


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

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

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

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

**CONSULTANT**

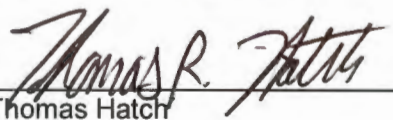
  
\_\_\_\_\_  
Signature

Date: 8/22/18

CHALAP SADAM, Vice President  
[Name and Title]

330574555  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Thomas Hatch  
City Manager

Date: 8/28/18

ATTEST:



Brenda Green 8-28-18  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Thomas Duarte  
City Attorney

Date: 8/27/18

APPROVED AS TO INSURANCE:

[Signature]  
Ruth Wang  
Risk Management

Date: 8/23/18

APPROVED AS TO CONTENT:

[Signature]  
Elliot Huang  
Project Manager

Date: 8/23/18

DEPARTMENTAL APPROVAL:

[Signature]  
Raja Sethuraman  
Public Services Director

Date: 8-23-18

APPROVED AS TO PURCHASING:

[Signature]  
Kelly Telford  
Finance Director

Date: 8/27/18



**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

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FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

July 5, 2018

**TO: TRAFFIC ENGINEERING CONSULTANTS**

**SUBJECT: REQUEST FOR PROPOSALS – ON-CALL TRAFFIC ENGINEERING SERVICES**

Dear Consultant:

The City of Costa Mesa is seeking proposals and statements of qualifications from traffic engineering firms to provide on-call traffic engineering consultant services. The services required include:

- Traffic signal timing review and adjustments for ongoing issues or complaints
- Traffic signal modification design
- Traffic control plan review
- Traffic engineering services

The City may select one or more consultants to provide the above services for a not-to-exceed fee based on tasks agreed to by the City and the Consultant.

### **Content of Proposal**

The proposal will include, at a minimum, the following information:

- Interest letter and qualifications stating the areas of consultant's expertise
- Identification of individual(s) providing services with resumes
- Hourly rates for the individual(s) proposed
- Compliance with Professional Services Agreement requirements (see attached sample 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.

Submit one original proposal, two (2) hard copies, plus one electronic copy/flash drive of your proposal in sufficient detail to allow for a 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.

**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 consultant hourly fee adjustment will be allowed for a one-year period starting from the date of contract acceptance. Future increases will not be approved; 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 the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind 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.

Enclosed is the City of Costa Mesa's professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents.

Should your firm be interested in submitting a proposal for this project, please submit to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, 77 Fair Drive, Costa Mesa, CA 92626, **on or before 1:00 p.m., July 16, 2018**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of actual delivery.

If additional information is required, please contact Jennifer Rosales, Transportation Services Manager, at (714) 754-5180, or email at: [jennifer.rosales@costamesaca.gov](mailto:jennifer.rosales@costamesaca.gov).

Sincerely,



JENNIFER ROSALES, Manager  
Transportation Services

- Attachment: 1. Sample Professional Services Agreement  
2. Sample Certificate of Insurance

c Raja Sethuraman, Public Services Director  
Shirjeel Muhammad, Senior Engineer



**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

# Technical Proposal to Provide On-Call Traffic Engineering Services

Submitted to the City of Costa Mesa  
July 16, 2018



- Traffic Signal Timing
- Resolve Complaints
  - Signal Modification
  - Traffic Control Plans
  - Traffic Engineering



**ALBERT  
GROVER &  
GA  
SSOCIATES**



July 16, 2018

Ms. Jennifer Rosales  
Manager, Transportation Services  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

**RE: Proposal for On-Call Traffic Engineering Services**

Dear Ms. Rosales:

Albert Grover & Associates (AGA) is pleased to respond to the City of Costa Mesa's Request for Proposal (RFP) dated July 5, 2018, to provide **On-Call Traffic Engineering Services**. This proposal is based on the RFP; previous projects AGA has completed for the City; and our extensive experience providing on-call traffic engineering services for more than sixty agencies in Southern California.

As outlined in the RFP, the City is seeking professional traffic engineering assistance in the areas of traffic signal timing, traffic signal design, traffic control plan review, and general traffic engineering services. AGA is proud to say that we have been providing on-call traffic engineering services to the City for more than ten years. Services we have provided during that time have included traffic signal and communications design, development and implementation of traffic signal coordination timing, modification and troubleshooting of traffic signal control systems, and the conduct of traffic investigations and studies.

There are several key factors which make AGA uniquely qualified to provide the required services and more. These factors include the following:

- AGA's Project Manager, **Mr. Chalap Sadam, P.E., T.E.**, has been Project Manager for all of the coordination timing projects AGA has conducted in the City. He has also over seen a number of traffic signal and communications improvement projects for the City in recent years.
- AGA's Principal Transportation Engineer, **David Roseman, T.E.** who was the top transportation official for the City of Long Beach for thirteen years, will conduct and/or oversee all traffic investigations and transportation studies the City may need. He will also be available to present at or conduct public meetings and be an expert witness should the City need such services.
- AGA's engineers and technicians are extremely familiar with the existing Costa Mesa traffic signal system. Over the years our staff has worked extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems for the City.

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**TRANSPORTATION CONSULTING ENGINEERS**

211 Imperial Highway, Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com



- Cost Mesa is "home town" for a number of our staff that live in and around the City. AGA's employees drive, shop and dine in the City regularly and we can typically have someone on site within the hour if needed; even if that hour is on a weekend or holiday.
- AGA's engineers and technicians don't just monitor and maintain traffic signal systems and timing. Our staff are trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. It is typically AGA that is brought in to integrate and repair systems when other consultants and contractors cannot make things work.
- AGA staff has timed thousands of traffic signals in Orange County over the past twenty-five years, including citywide and/or multi-corridor coordination timing projects. We have also successfully completed traffic signal timing projects for each of the City's neighboring jurisdictions and thus we enjoy excellent relationships with each of those cities.
- AGA has worked hand-in-hand with Caltrans District 12 engineering and operations staff for many years and developed master plans where Caltrans controlled intersections were key components in the development of multijurisdictional coordination timing.
- AGA staff have also designed and installed various Intelligent Transportation System (ITS) elements including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems.

We at AGA are excited about continuing our contractual professional services relationship with the City. We have reviewed the City of Costa Mesa's professional services standard agreement and we have no concerns, reservations, objections or issues with the document and its provisions. Additionally, as a company we currently maintain insurance coverages that meet or exceed the City's requirements.

Should you have any questions regarding our proposal, please don't hesitate to give me a call at (714) 992-2990. I am authorized to negotiate scope and fee and contractually bind the company. This proposal and it's proposed hourly labor rates are valid for period of 180 days from the date of this letter.

AGA looks forward to continuing to work with City staff in all their traffic engineering needs.

Respectfully submitted,



Chalap K. Sadam, P.E.  
*Vice President*

## PROJECT BACKGROUND

The City of Costa Mesa is located in Orange County, occupying approximately 15.7 square miles and has a population of approximately 110,000 (2010 US Census data). The City is home to major attraction destinations including, among others, the South Coast Plaza shopping mall, the Theater and Arts District, the Orange County Fairgrounds, and specialty museums. As such, the City experiences ever changing commuter traffic conditions and demands.

The City currently owns and maintains over 120 traffic signals utilizing a combination of ASC/3 and Multisonics 820 traffic signal controllers which are managed by a Centrac and MIST traffic signal central system. The City's traffic signal communication network is comprised of copper hardwire and fiber optic interconnect cables.

## QUALIFICATIONS AND EXPERTISE

Albert Grover & Associates (AGA) has extensive experience providing on-call traffic engineering services to municipalities across Southern California. Our engineers and technicians possess all of the necessary qualifications and skills to ensure successful outcomes for the City, be it a simple traffic investigation, a politically charged development project, a multi-agency project, or a complex traffic systems challenge.

### COMPANY PROFILE

Founded in 1993, AGA is a California corporation and a certified Small Business Enterprise (SBE) with 21 employees, all of whom are based out of the company office on Imperial Highway in the City of Fullerton. The majority of our employees have been with the company for at least five years, which is a good indication of the stability of our work force, while most senior management personnel have worked together since the firm's incorporation.

AGA is a multidiscipline engineering firm specializing in municipal and transportation engineering. Through the utilization of today's most sophisticated, computer-aided equipment by highly skilled and experienced professional engineers and technicians, AGA is able to provide its clients with quality, cost-effective professional services in a timely manner. AGA's success can be attributed to the firm's commitment to provide clients with personalized, quality service.

AGA's wide range of services offered can be divided into six primary areas of expertise: traffic engineering, day-to-day traffic signal operations, transportation planning, civil engineering and construction management, communication and operational control of traffic signal systems, and actual onsite City Traffic Engineer staffing.

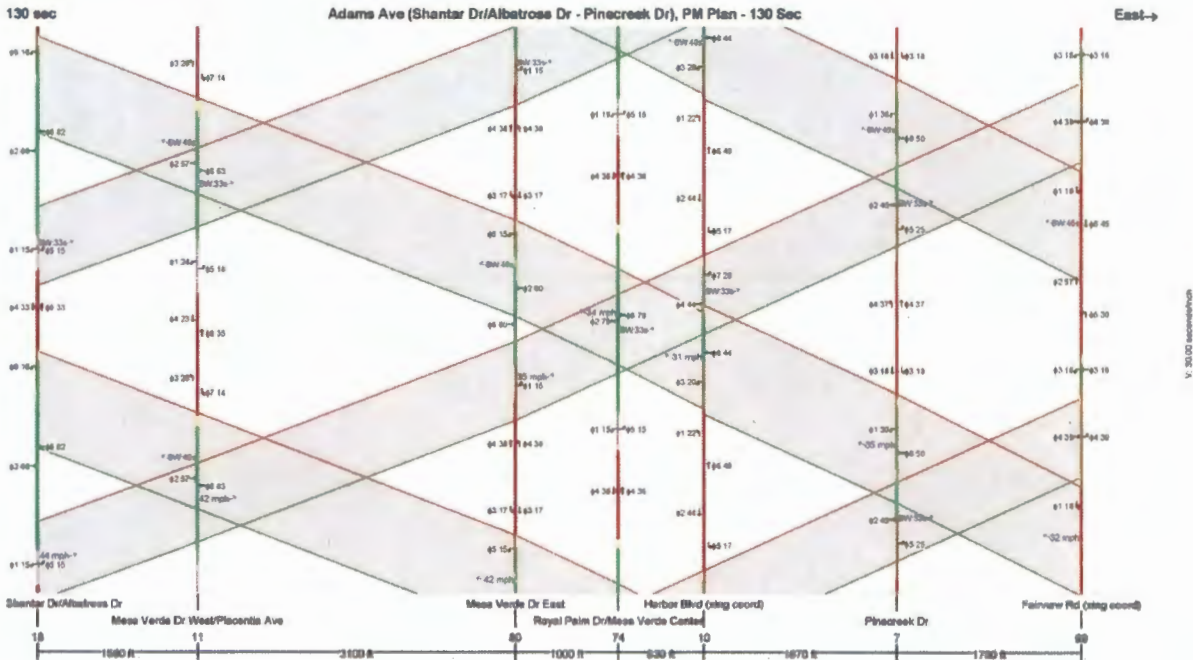
AGA's services are not just routine, but rather the application of experience and knowledge to first properly identify a problem and then to provide the most appropriate and cost-effective solution. Each project is carried out with the highest degree of pride and professionalism and a dedication to satisfy the client's need. AGA offers professional services that range from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us among the forerunners in the total service concept.



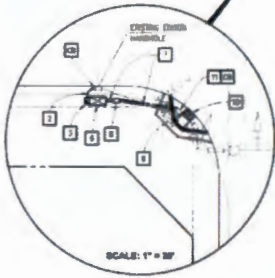
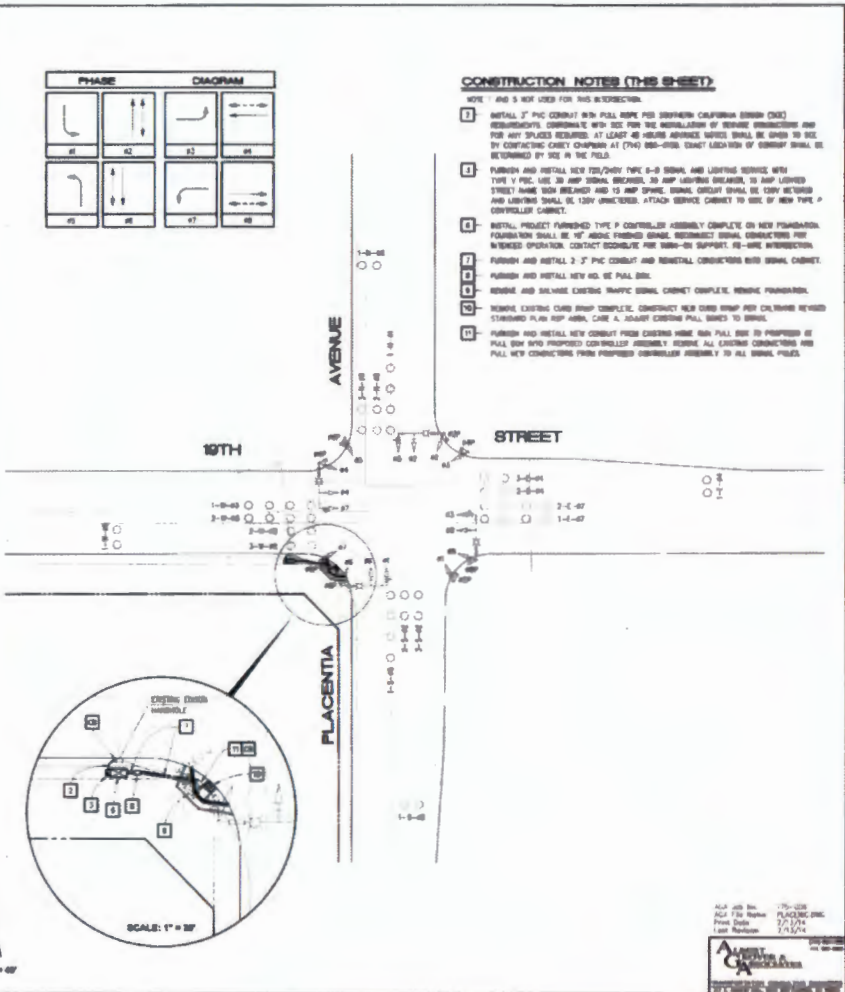
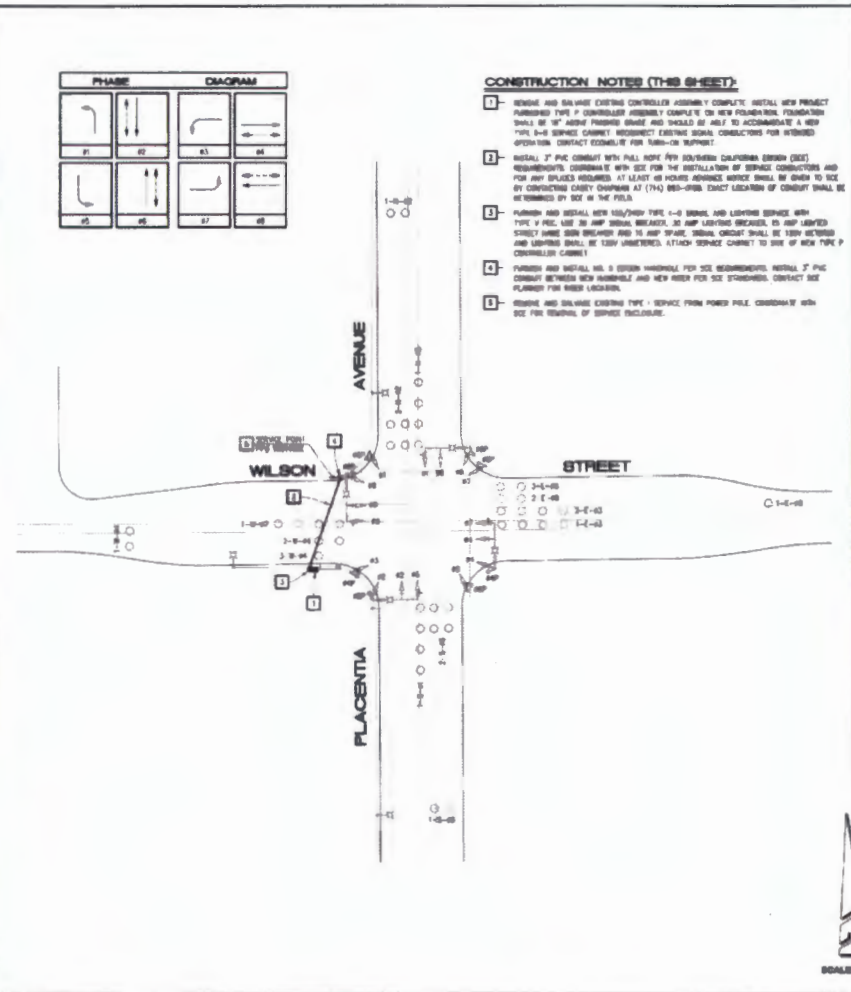
The AGA Team possesses all of the necessary qualifications and skills required to successfully provide the services anticipated by the City. We fully understand the importance to the City of dealing with the traffic related problems. Staff at AGA have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff.

AGA personnel, many of whom are former governmental employees, have provided services to clients ranging from design and construction management of full freeway interchanges, at costs exceeding a million dollars, to minor traffic impact studies, at costs of only a few thousand dollars. Whatever the project, our management approach is to complete the project to the satisfaction of the client in as quick a time frame as possible while still producing quality work products.

Following is a sample time-space diagram. On page 3 is a sample signal modification plan. Both represent typical work products we provide to our clients.







ALL JOB NO. 175-026  
 ALL 175-026 PLACENTIA, CALIF.  
 DATE 7/1/74  
 L.S. 7/1/74

**ALBERT COVER & ASSOCIATES**  
 REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING

**DIGALERT**  
 DIAL TOLL FREE  
 1-800-227-2600  
 AT LEAST TWO DAYS  
 BEFORE YOU DIG  
 UNDERGROUND SERVICE ALERT OF DANGEROUS UTILITIES

NO.	DATE	DESCRIPTION	APP.

NO.	DATE	DESCRIPTION

DATE	DESIGNED BY	CHECKED BY	DATE



**PLACENTIA AVENUE  
 TRAFFIC SIGNAL MODIFICATION PLANS**

- PLACENTIA AVENUE AT WILSON STREET
- PLACENTIA AVENUE AT 19TH STREET

**CITY OF COSTA MESA**  
 DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION

**SHEET  
 C-2**

PLANS NUMBER

### COMPANY'S HEALTH AND STABILITY

AGA has been recognized as one of the most successful architectural, engineering, planning, and environmental consulting firms in the country, having been named as one of the Top 200 "Hot Firms" nationwide, as recognized by ZweigWhite in 2008 and again in 2010. As a recognized leader in the transportation field, AGA is an independent privately-owned company that is financially sound with ample reserves. AGA has not had any contract terminated by any public agency or private client nor has it been a party to any legal or collections actions. Albert L. Grover, P.E., President and Chief Executive Officer, has no plans to relocate the firm from its current offices in Fullerton, sell the company, or to merge with another firm. There are no foreseen conditions that could impede AGA's ability to provide the required project services.

### COMPANY'S ADDITIONAL TRAFFIC ENGINEERING SERVICES AVAILABLE TO THE CITY

In addition to the professional traffic engineering services outlined in the Request for Proposal RFP), AGA would like to highlight three specialty areas that sets our company apart from other on-call traffic engineering firms providing on-call services to Southern California cities. These specialty areas are outlined below and can be a part of the services provided to the City under the proposed contract.

**Traffic Signal System Monitoring and Support Services:** A popular service AGA provides to a number of public agencies is the real-time monitoring of a City's traffic signal system and its traffic signal timing performance. For several years, we have monitored and operated traffic signal and camera systems from our Traffic Management Center (TMC) located within our Fullerton office. Under contractual agreements, we have complete responsibility for signal timing operations for more than 600 traffic signals, ranking us as one of the largest TMC's in all of Southern California. AGA's contractual responsibilities include daily monitoring of signal operations, updating and fine-tuning signal timing, and responding to construction activities, emergencies, and citizen complaints. Development, implementation and maintenance of coordination timing plans is critical to optimizing the efficiency of the existing infrastructure. AGA has for many years monitored signal timing for several agencies, ensuring that coordination timing plans are operating as designed.

Since traffic patterns change when construction or additional development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these timing plans be kept current. In addition to AGA's expert traffic engineering staff, the company also employs several experienced traffic signal technicians who can troubleshoot and repair complex communications and traffic signal timing problems. These technicians are highly skilled and well versed on all types of traffic signal control hardware and systems, video equipment and control systems, communications, networking, and security systems. AGA technicians are commonly called by municipalities, equipment vendors, and other consultants to assist in the troubleshooting and repair of complex communications and networking issues. AGA can tailor a traffic signal monitoring and support services arrangement with the City to assist staff in keeping its traffic signal system functioning at its best and safe from cyber-attack.

**Expert Witness Services:** Both Mr. David Roseman and Mr. Mark Miller have provided investigative review, professional advice, and expert witness services in the defense of claims and legal action for a number of governmental agencies over the years. Should the City of Rialto require such assistance, it is proposed that those services be provided through the proposed contract.



**Design-Build Project Delivery:** AGA is one of only a few traffic engineering firms in Southern California that possess a contractor license and have the capability and track-record of completing design-build projects for both public and private sector clients. Should the City have a need to rush the design and completion of a transportation improvement project due to budgetary or political considerations, AGA can provide turn-key project delivery in a timely and cost-effective manner.

### QUALITY ASSURANCE/QUALITY CONTROL

An effective quality assurance/quality control (QA/QC) review will minimize or eliminate additional costs to the City related to reengineering or contractor claims during construction and liability after project completion. Delivering a quality product that is right the first time is the primary focus of AGA's comprehensive QA/QC process. It is an integral part of our regular engineering design and study processes and the delivery of every investigation, study, report, or document we produce. This added layer of independent work product review will be conducted at no additional cost to the City.

Our QA/QC program requires that all deliverables leaving our office be reviewed prior to submittal to the client. All personnel performing work on this project are responsible to ensure its implementation. We have the philosophy that QA/QC is a continuous process to be utilized on plan preparation from conceptual design to final PS&E, as well as when conducting various other professional engineering tasks. Our technical staff is trained to always review work products prior to finalization. Our experienced QC Manager, Mr. Mark Miller, AGA's Executive Vice-President, will conduct an objective review of the work product. When several disciplines are involved in a project, the QC Manager may also seek review assistance when needed from other individuals specializing in those disciplines to verify that all project concepts are being met and all constructability issues are addressed prior to delivery of the project.

### Quality Assurance

Quality assurance defines the process utilized for each project to assure that the design project deliverables are accomplished in accordance with the project objectives. To achieve the desired quality of deliverables and services, quality assurance consists of several systems including:

- Initial implementation of a Quality Control Program,
- Conduct quality audits to verify conformance with policies and procedures, and
- Quality assurance reports.

The quality assurance and quality control staff assigned to the project will identify problems, recommend solutions, and verify implementation of corrective action. The Project Manager will ensure that quality is achieved and fully supports the verification efforts by independent personnel. The Project Manager will interface with the project staff members for resolution of matters related to quality.

Client satisfaction is a key project goal. AGA emphasizes client satisfaction throughout all phases of work. AGA monitors client feedback and satisfaction as a corporate objective. The minimum procedures provided for every project are Document Control, Records Control, and Corrective and Preventive Actions



## Quality Control

A Quality Control Manager is assigned to each project. This individual is a person other than the Project Manager and is removed from the day-to-day project operations, but is responsible to review all submittals of construction documents prior to each submittal to the client. These reviews include conformance with appropriate procedures and standards for all work. In addition, this process requires that the submittal is complete and all concerns and issues raised by the client during the project development phase and progress meetings are addressed.

In addition, we will review project design parameters including assumptions, technical methods, and project design guidelines to verify that design standards are being met.

All plan revision comments received from the City and other reviewing agencies will be scanned and returned to each respective agency with a response to each individual comment in order to reduce agency staff time in reviewing progress submittals.

QC Checklists – It is imperative that all projects are reviewed to universal standards to avoid project deliverables' errors and omissions. The QC checklist must be customized to address project type (signal design, signing/stripping, interconnect, signal timing, speed surveys, project reports, etc.) and the specific requirements and challenges for each project.

Experienced QC Managers – By dedicating QC Managers with extensive municipal expertise in public infrastructure design and development requirements, AGA can provide consistent results that address the City's interests, provide the required infrastructure, and respond to citizen's needs.

## Biddability and Constructability Review

Another level of quality control we employ is to conduct a Biddability and Constructability review of construction documents at the 90% and 100% completion level. This is carried out by our construction management services team.

*Biddability* is a measure of a bidder's ability to understand the contract documents and prepare a competitive, responsive bid proposal. Wherever ambiguous contract provisions may place a hint of doubt in the bidder's mind, a contingency amount may optionally be added to the bid to cover for the ambiguous information. As an element of our QA/QC, we draw from our extensive expertise and experience in construction management and inspection to identify any potentially problematic areas and take corrective action to eliminate them. Our Biddability review will also examine the "front-end" conditions or general provisions of the specifications for modifications and updating to reflect the specifics of the project.

*Constructability* is a measure of the successful bidder's ability to build the project according to the designer's intent. Constructability covers a broad range of concepts such as project duration, sequencing, working around existing facilities, adequacy of staging areas, drawing details, drawing conflicts, and potential errors and omissions in the contract documents. Issues in any of these or numerous other areas can lead to delays, change orders, and claims. Our review will be made with these concepts in mind to make modifications we believe are appropriate to eliminate potential problems with the contract documents.

**COMPANY’S EXPERIENCE PROVIDING SIMILAR SERVICES TO OTHER MUNICIPALITIES**

The AGA approach to on-call professional services and projects is to do more than simply provide labor or prepare design plans and traffic signal timing – *we actually improve traffic operations and safety in everything we touch*. AGA is not a company that simply provides engineering labor to complete client designated tasks; rather, AGA provides a high level of intellectual support to accomplish client objectives. AGA’s unique blend of Civil Engineers, Traffic Engineers, and skilled traffic signal system and communications technicians provides a synergy resulting in successful projects where other consulting firms have faltered or failed. Typically, AGA completed projects result in success beyond client expectations.

AGA has extensive experience in providing similar services to other cities. We have provided on-call traffic engineering services to the following cities for the length of time noted:

- Montclair                    24 years
- La Habra                    24 years
- Torrance                    17 years
- Victorville                13 years
- Fullerton                    19 years
- Cerritos                    22 years
- Huntington Beach    23 years
- Fountain Valley        23 years
- Highland                    14 years
- San Dimas                 5 years

The following is a list of projects conducted and/or recently completed by AGA for the City of Costa Mesa:

**Sunflower Avenue Regional Traffic Signal Synchronization Program (RTSSP)**

The City of Costa Mesa developed an overall plan for coordination of traffic signals on major corridors through the City. The Sunflower Avenue Corridor coordinated traffic signal timing and provided necessary upgrades to traffic signal infrastructure to monitor the corridor signals from the City’s Traffic Management System. The 3.3 mile corridor, situated between Main Street on the east and Hyland Avenue on the west, includes 14 traffic signals controlled by the Cities of Costa Mesa and Santa Ana.

**Baker Street/Placentia Avenue RTSSP**

This City of Costa Mesa administered traffic synchronization project consists of a 17.5 mile corridor containing 25 traffic signals. The project included the design of signal interconnect/communication and traffic signal control systems; construction management; system integration; development, implementation, and fine-tuning of traffic signal coordination timing plans; monitoring and maintenance of timing plans; and preparation of a final report identifying the work performed, benefits achieved, and recommendations for future improvements. AGA also worked with Caltrans to ensure that the new coordinated traffic signal timing worked in concert with the state owned and operated traffic signals.

**Costa Mesa Traffic Signal System Review and Analysis Project**

The City initiated a Traffic Signal System Master Plan Project which focused on traffic signal timing services and a signal system review of the City’s existing signal system. The traffic signal timing services involved



conducting an initial review of the existing signal timing plans, providing routine maintenance of traffic signal timing, and resolving traffic signal timing issues. Traffic signal system review focused on the future signal system considerations and developing a Communications Master Plan for implementation of upgrade of the existing system.

**REFERENCES**

Over the past several years, staff of AGA have provided services similar to those required by the City of Costa Mesa to several other agencies in Southern California. Following is a listing of those cities, the services provided, and contacts at the cities who are familiar with AGA's capabilities, personnel and work products.

**City:** CITY OF FULLERTON

**Services** On-Call Traffic Engineering and Transportation Planning Services

**Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1997. This includes fulfilling the role of an on-site City Traffic Engineer who attends and presents at the Traffic Commission, Planning Commission, City Council Meetings, and public meetings as a staff representative. Other traffic services include developing a citywide transportation model; recommending modifications to the City's General Plan Circulation Element; conducting/reviewing traffic impact studies for proposed developments; conducting capacity/level of service analyses; conducting citywide radar speed surveys; preparing PS&E for transportation projects; designing and modifying traffic signal installations; designing geometric plans; designing bicycle and pedestrian improvement projects; overseeing construction; preparing, developing, implementing, and fine-tuning signal timing and coordination plans; developing parking management plans; preparation and plan checking traffic control plans; conducting neighborhood traffic studies; and various other tasks. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices. Earlier this year, AGA was awarded the multi-agency Malvern Avenue/Chapman Avenue Corridor Project which is a part of the Orange County Regional Traffic Signal Synchronization Program. That project is currently underway and is being managed by Chalap Sadam.

**When:** 1997 – Present

**Contact:** Mr. Don Hoppe, Director of Public Works - (714) 738-6864

**City:** CITY OF LA HABRA

**Services** On-Call Traffic Engineering and Transportation Planning Services

**Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1993. Services provided include presentations at the Traffic Commission, Planning Commission and City Council; traffic signal warrant analyses and subsequent traffic signal designs; residential and school traffic studies; traffic impact analyses; development of press releases and videos for local cable television relative to various traffic engineering issues; preparing grant applications; representation at regional governmental meetings; contract administration and construction management. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.

**When:** 1993 – Present

**Contact:** Mr. Michael Plotnik, Traffic Manager - (562) 383-4162



**City:** CITY OF MONTCLAIR  
**Services** **On-Call Traffic Engineering and Transportation Planning Services**  
**Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1993. Services provided includes presentations at the Traffic Commission, Planning Commission and/or City Council meetings; development of a focused traffic forecast model (of the SCAG sub regional model) to generate future peak hour turning movement volumes, and the determination of LOS and required mitigation measures; traffic signal warrant analyses and subsequent traffic signal designs; traffic impact analyses; preparing grant applications; developing traffic signal timing; representation at countywide inter-governmental meetings; contract administration and construction management. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.  
**When:** 1993 – Present  
**Contact:** Mr. Noel Castillo, City Engineer – (909) 625-8571

**City:** ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)  
**Services** **Orange County Regional Traffic Signal Synchronization Program**  
**Provided:** AGA is under contract to OCTA to provide professional design and implementation services for traffic signal synchronization projects across Orange County. We completed five Regional Traffic Signal Synchronization Program (RTSSP) corridor projects over the last five years and will be completing our sixth this year. No other consultant has successfully synchronized more traffic signals for OCTA. Each project involves the design of signal interconnect and communication and control systems; construction management; system integration; development, implementation, and fine-tuning of coordination traffic signal timing plans; monitoring and maintenance of timing plans; and preparation of a final report identifying the work performed, benefits achieved, and recommendations for future improvements.  
**When:** 2006 – Present  
**Contact:** Mr. Ron Keith, Principal Traffic Engineer (714) 560-5990

**City:** SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) - FORMERLY SANBAG  
**Services** **San Bernardino Valley Coordinated Traffic Signal System Project**  
**Provided:** AGA developed a master plan outlining traffic signal communications and timing needs along major arterials across the San Bernardino Valley. The plan encompasses 650 traffic signals operated by Caltrans, the County, and fifteen cities. AGA has been continuously under contract to SBCTA for more than fifteen years tasked with preparing plans, specifications, and estimates for various interconnect projects across the valley and the development, implementation, and fine-tuning of hundreds of traffic signal synchronization timing plans for morning and afternoon peak period traffic as well as timing plans to address light traffic, or mid-day, periods. Over the past five years, AGA has received and completed over fifty traffic signal synchronization project task orders from SBCTA. Most recently, AGA was awarded a new project to develop traffic signal coordination timing plans for approximately fifty traffic signals along Haven Ave and Milliken Ave in Rancho Cucamonga.  
**When:** 2000 – 2017  
**Contact:** Ms. Andrea Zureick, Director of Fund Administration and Programming, (909) 884-8276

## PROJECT TEAM

The key members of AGA's staff have been working together as a team since 1990, completing for both government agencies and developers many different types of projects covering all areas of transportation engineering. Our proposed team, who all work out of our Fullerton office, will be headed by Mr. Chalap Sadam, P.E., T.E., who will serve as the Project Manager for all work conducted for this project. As such, he will remain in charge throughout the contract period and he will be the primary point of contact with the City of Costa Mesa.

**Mr. Chalap Sadam, Vice President**, is a registered Civil and Traffic Engineer with twenty-seven years of experience his extensive experience in managing and successfully completing multi-agency traffic signal coordination and synchronization projects on-time and within budget has been previously detailed in the Proposed Staffing section of this proposal. Mr. Sadam joined Albert Grover & Associates in 1993, where he quickly exhibited his expertise in preparation of traffic impact studies, development of transportation planning models to evaluate long range impacts, recommendation of practical mitigation measures, design of intersection improvements, design of traffic signal improvements, and preparation of freeway interchange feasibility studies and major investment studies. Over the years, he has completed numerous traffic impact and transportation planning studies for both private developers and municipal clients throughout Southern California. In recent years, Mr. Sadam developed a keen interest in, and has become one of the regions foremost experts in, the development of signal coordination master plans, preparation of traffic signal coordination timing plans, design and operation of traffic signal systems, and implementation of various ITS strategies and programs.

Mr. Sadam's additional experience includes the development of traffic circulation studies and corridor improvement studies, accident analysis, parking feasibility studies, street lighting master plans, speed studies, traffic engineering software development, and project management. His computer skills include experience in the usage of transportation planning and traffic engineering software such as Synchro, Vissim, TruTraffic, HCS and WEBSTER. He is also familiar with relational database management systems and has used Microsoft Access and Oracle databases along with programming languages such as Visual Basic and C/C++.

Most recently, Mr. Sadam was Project Manager for the Alton Parkway, Adams Avenue, and Antonio Parkway RTSSP Projects in Orange County. All three projects were concurrently managed by him and all three have recently been successfully completed on time within budget and to the satisfaction of our clients. Over the course of his twenty-seven-year career, Mr. Sadam has successfully directed and managed the evaluation, development, and implementation of thousands of coordinated traffic signals throughout Southern California. There simply isn't a project manager available with more hands-on local experience successfully managing and delivering on multi-agency traffic signal coordination and synchronization projects.

Mr. Sadam was AGA's Project Manager for the San Bernardino Valley Coordination Traffic Signal On-Call System Support project. He was the Project Manager for design and implementation of SBCTA's Tier 1 and Tier 2 Traffic Signal Coordination Projects. He is also currently Project Manager for various traffic signal systems projects in the cities of Rancho Cucamonga and Ontario. He was also AGA's Project Manager for the Buena Park Citywide ITS Project; citywide signal retiming projects in the cities of La Habra, Fullerton, Fountain Valley, and Santa Ana. Additionally, Mr. Sadam successfully managed more than a dozen



projects conducted by AGA for OCTA, including traffic signal coordination master plan projects, traffic signal coordination demonstration projects, Traffic Light Synchronization Program (TLSP) projects, Traffic Signal Synchronization Program (TSSP) projects, and Regional Traffic Signal System Program (RTSSP) projects.

In addition to Mr. Sadam, the support staff includes **Mr. Mark Miller, P.E., T.E., PTOE**, who will provide project oversight and **Quality Assurance/Quality Control (QA/QC)** for all project work products.

**Mr. Mark Miller, Executive Vice President**, is a registered Civil and Traffic Engineer, as well as a certified Professional Traffic Operations Engineer, with more than forty years of experience. He has completed numerous traffic and transportation engineering projects and studies ranging from traffic signal and striping designs to review of traffic impact studies to speed zone surveys to warrant analysis for removal of midblock crosswalks, and has made many presentations to Traffic and Planning Commissions and City Councils. His operational experience includes actually operating the City of Montclair's traffic control system for the past fifteen years from AGA's offices in Fullerton.

As is the case with the vast majority of AGA's senior staff, Mr. Miller has prior public agency experience. He previously served as the City Traffic Engineer for the City of Pomona where he was responsible for a \$3,000,000 operations and capital improvement budget and managed 14 subordinates in the traffic engineering division. His responsibility included preparation of the traffic and transportation engineering budget, street light assessment districts, and parking districts. He was responsible for the maintenance of over 120 traffic signals, 8,000 street lights, and over 300 miles of pavement markings and signing, and made numerous presentations to commissions, councils, and neighborhood groups. Prior to working in Pomona, he served as Assistant Traffic Engineer in the City of Pasadena for several years. He presently spends 8 hours per week serving as the Contract Traffic Engineer for the City of Fullerton conducting a wide assortment of tasks very similar to those anticipated in the RFP.

Mr. Miller is a thirteen-year member and Past President of the City Traffic Engineers Association. While with that organization, one of his key accomplishments was conducting workshops for various Traffic Commissions and Planning Commissioners from throughout Southern California to educate them on various aspects of traffic engineering.

Project management is a critical component of this project. Unlike other projects where Task Managers can simply manage their respective tasks and report to the overall Project Manager, this project requires extensive involvement of the Project Manager in all tasks and aspects of the project identically to the manner in which AGA has successfully conducted previous projects.

AGA's entire staff will be available to provide specific required services vis-à-vis each individual's expertise on an as-needed basis. We understand that from time-to-time additional staff support may be required and it is in the City's best interest to optimize these services, and complete tasks in an expeditious and economic manner. AGA staff's multi-disciplinary qualifications and experiences allow AGA to provide all the services requested in this RFP. Additional staff that is likely to provide general support to the City over the contract term and their areas of expertise are identified below.  
and Services

**Mr. Greg Wong, Senior Transportation Engineer**, is a registered Civil Engineer with twenty years of experience conducting traffic signal timing, transportation planning, capacity and level of service analysis,



environmental impact report review and analysis, parking studies, and traffic impact study preparation and review. He has worked extensively on timing plan development utilizing a variety of traffic engineering software, including PASSER, WEBSTER and Synchro. He was instrumental in developing hundreds of signal timing plans for the cities of La Habra, Fountain Valley, Santa Ana, and Fullerton; hundreds of signal timing plans for various agencies under the OCTA traffic synchronization program, and for approximately 650 intersections in the San Bernardino Valley Coordinated Traffic Signal System Project for SBCTA. In addition to his timing development projects, he has provided transportation planning services for a variety of projects such as land developments, site analyses, traffic impact studies/analyses, parking and circulation analyses, and traffic forecasting and modeling. He has also been responsible for annual CMP monitoring in both Montclair and Upland.

Mr. Wong rejoined AGA in July 2001 after having had previously worked for AGA for several years prior to leaving to obtain experience working in the public sector for both the City and County of Los Angeles. His duties at AGA include the preparation of traffic signal coordination timing plans, traffic impact studies/analyses, GIS analysis/ design/implementation projects, parking circulation analyses, and traffic signal designs. As a Transportation Engineering Associate for the City of Los Angeles Department of Transportation, he worked in the Bureau of Traffic Management. His duties were to divert and control the flow of cut-through traffic from residential areas to arterials and to monitor the Safe Route to School program. He also prepared the AB 1475 Grant application for installation of Smart Crosswalks at 50 uncontrolled intersections. As a Civil Engineering Assistant for the County of Los Angeles, he prepared and reviewed traffic signal coordination timing plans, traffic signal modification plans, striping and marking layouts, maps utilizing GIS (ArcView), and left-turn studies.

Mr. Wong will be supported by **Mr. Andrew Luna** and **Mr. Emilio Murga**.

**Mr. Ruben Perales, Senior Design Engineer**, has been working on conceptual improvement plans, intersection level of service analyses, signal design and signal modification plans, fiber optic communication plans, signal coordination plans, citywide speed surveys, signing & striping plans and street lighting plans. He has prepared plans for Caltrans, other government agencies such as the County of Los Angeles, City of Indio, City of Calimesa, City of Fullerton, and for various private developers such as Home Depot, Walmart, etc. He has conducted field topographic surveys required to develop design plans to improve intersection safety and update signal hardware to current standards. He is very familiar with AutoCAD, MicroStation, Crossroads software, and various Microsoft applications.

Mr. Perales will be supported by **Mr. Ignacio Sanchez H., P.E., T.E., PTOE**, **Mr. Elias Garcia**, **Ms. Jessica Espinoza**, and **Ms. Yolanda Cervantes**.

**Mr. Felipe Ortega, Advanced Systems Integrator**, is a Level 3 Signal Technician and a recognized expert in traffic signal controller technology and communications systems. Mr. Ortega has been sharing technical knowledge and providing training to multiple cities on the various traffic signal control systems. He was responsible for conducting field evaluations of hundreds of signalized intersections throughout the San Bernardino Valley and multiple corridor projects in Orange County. Along with AGA's support team members, Mr. Ortega implemented both local and coordination timing plans in hundreds of signal controllers, including nearly every brand of controller in use in Southern California. They have been responsible for fine-tuning signal timing plans at hundreds of locations, as well as daily monitoring of signal systems in Orange County and the Inland Empire. They have also been responsible for purchasing, installing, and integrating hardware and software in local Traffic Management Centers, including a wide

range of central control systems such as Intelight MaxView, McCain QuicNet, TransSuite, Econolite Aries and Centracs, and Siemens Actra and Tactics systems. They resolved signal system communication problems, addressing both internal communication issues and multijurisdictional issues. Their familiarity with signal maintenance procedures and personnel are great assists in the implementation, fine-tuning, operation, monitoring, and troubleshooting of various signal systems.

Providing technical support to Mr. Ortega will be **Leo Grimes** and **Phillip Fuentes**.

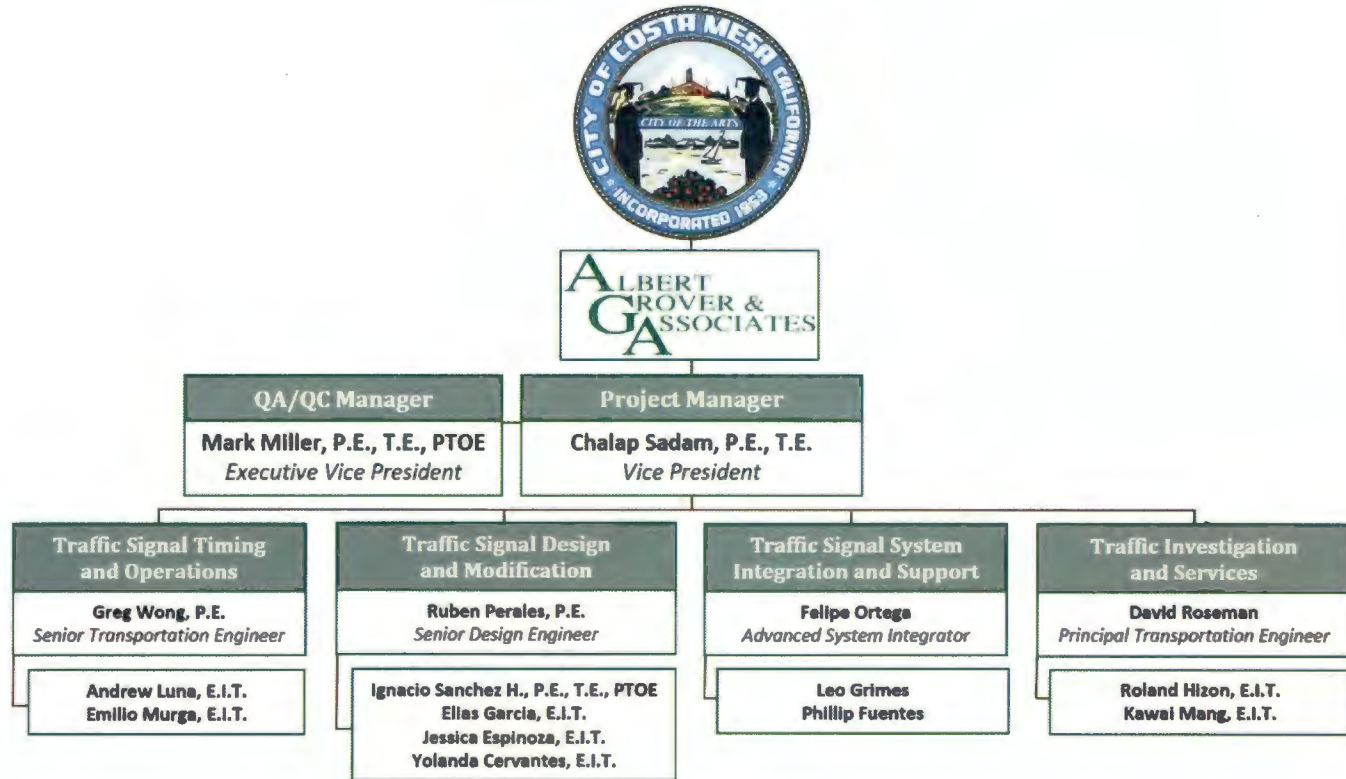
**Mr. David Roseman, T.E., Principal Transportation Engineer**, is a registered Traffic Engineer with 31 years of experience. Prior to joining AGA, he was City Traffic Engineer for the City of Long Beach overseeing various aspects of transportation, transit, traffic, and parking. While at Long Beach, he made improving traffic safety for all roadway users a top priority. Other previous work includes the Los Angeles Department of Transportation (LADOT) where he directed and supervised a staff of engineers and planners in traffic operations activities and the development and implementation of major transportation improvement projects.

Mr. Roseman will be supported by **Mr. Roland Hizon** and **Ms. Kawai Mang**.

The AGA Team Organization Chart is shown on the following page. Full resumes for the Project/Task Leads are provided in **Appendix A**.

The multi-disciplinary qualifications and experiences of AGA's technical staff allows the Project Team to address all of the services requested in this RFP. The table on page 15 summarizes AGA's Staff Qualifications.

PROJECT ORGANIZATION CHART





AGA's Staff Qualifications and Availability

Name	Certification/ Registration	Years of Experience	Years with AGA	Education Training	AGA Title Project Role
Chalap Sadam	P.E., Civil #74080 P.E., Traffic #1813	28	25	MS-Civil, 1990 MBA, 2002	Vice President Project Manager
Mark Miller	P.E., Civil #40956 P.E., Traffic #1575 P.T.O.E. #234	44	25	BS-Civil, 1975	Executive Vice President QA/QC Manager
Greg Wong	P.E., Civil #64349	22	17	BS-Civil, 1996	Senior Transportation Engineer Task Manager - Signal Timing
Andrew Luna	E.I.T. #156851	3	3	BS-Civil, 2016	Associate Engineer II
Emilio Murga	E.I.T. #162881	1	1	BS-Civil, 2018	Assistant Engineer
Ruben Perales	P.E., Civil #83169 P.E., Traffic #2838	15	13	BS-Civil, 2004	Senior Design Engineer Task Manager - Signal Design
Ignacio Sanchez H.	P.E., Civil #72073 P.E., Traffic #2344 P.T.O.E. #2457	27	13	BS-Civil 1986	Senior Transportation Engineer
Elias Garcia	E.I.T. #154726	5	5	BS-Civil, 2015	Associate Transportation Engineer I
Jessica Espinoza	E.I.T. #160008	3	3	BS-Civil, 2016	Associate Engineer II
Yolanda Cervantes	E.I.T. #162276	4	3	BS-Civil, 2016	Associate Engineer II
Felipe Ortega	Level 3-Signal Technician	23	10	Signal Technician Level 3	Advanced System Integrator Task Manager - Signal Integration
Leo Grimes	Level 3-Signal Technician	28	18	Signal Technician Level 3	Senior Signal System Specialist
Phillip Fuentes	C-10 License	29	11	Signal Technician Level 2	Signal System Specialist
David Roseman	P.E., Traffic #1585	31	3	BS-Civil, 1988	Principal Transportation Engineer
Roland Hizon	E.I.T. #XE095497	29	13	BS-Civil, 1982	Transportation Engineer
Kawai Mang	E.I.T. #153235	4	4	BS-Civil, 2013	Associate Transportation Engineer I

### HOURLY RATES

Albert Grover & Associates (AGA) schedule of hourly rates is shown below and will remain unchanged for a minimum of one-year from the date of contract acceptance. After one-year, any proposed change in rates will be provided in writing to the City for consideration and authorization. Staff services will be billed on an hourly basis per each individual's job title shown on the schedule of hourly rates.

Chalap Sadam, Mark Miller	Vice President	\$ 250
Dave Roseman	Principal Transportation Engineer	\$ 225
Greg Wong, Ignacio Sanchez	Senior Transportation Engineer	\$ 200
Ruben Perales	Senior Design Engineer	\$ 185
Felipe Ortega	Advanced System Integrator	\$ 180
Roland Hizon	Transportation Engineer	\$ 170
Leo Grimes	Senior Signal Systems Specialist	\$ 165
Phillip Fuentes	Signal Systems Specialist	\$ 150
Kawai Mang, Elias Garcia	Associate Transportation Engineer I	\$ 125
Andrew Luna, Jessica Espinoza, Yolanda Cervantes	Associate Engineer II	\$ 115
Emilio Murga	Assistant Engineer	\$ 90

### COMPLIANCE WITH PROFESSIONAL SERVICES AGREEMENT

AGA has reviewed the City's standard Professional Services Agreement and accept its terms and conditions in their entirety as set forth in the RFP. Furthermore, we have no existing or potential conflict of interest which might impair or undermine our ability or credibility regarding the proposed services.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY**

### **Schedule**

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

City of Costa Mesa, its elected and appointed boards, officers and employees

**1. SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be  2  % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City of Costa Mesa, its elected and appointed boards, officers and employees

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018

Insured

Albert Grover & Associates, Inc.

Policy No. PSW0001494

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_





**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.