

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LG2WB ENGINEERS, INC. DBA LINSCOTT, LAW & GREENSPAN, ENGINEERS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LG2WB ENGINEERS, INC., a California corporation DBA LINSCOTT, LAW & GREENSPAN, ENGINEERS ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide traffic management and signal system support 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 Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant is familiar with all applicable 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. 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. Compliance with Applicable Laws. Consultant 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 employees, agents, or subconsultants, if any, to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

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, through November 30, 2022, 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, and employees 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 be cancelled 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, and employees. 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, and employees.
- (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.

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:

LG2WB Engineers, Inc., dba
Linscott, Law & Greenspan, Engineers
2 Executive Circle, Suite 250
Irvine, CA 92614
Tel: (949) 825-6175
Attn: Dave Roseman, P.E.

IF TO CITY:

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

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed

Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information

shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other 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. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. 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

Clare M. Look-Jaeger
Signature

Date: 12-02-2020

CLARE M. LOOK-JAEGER, P.E., PRINCIPAL
Name and Title

CITY OF COSTA MESA

Carol Molina
Carol Molina
Purchasing Officer

Date: 12-8-2020

ATTEST:

Brenda Green 12-16-2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 12-16-20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 12/8/20

APPROVED AS TO CONTENT:

 for Jennifer Rosales

Jennifer Rosales
Project Manager

Date: 12-18-2020


DEPARTMENTAL APPROVAL



Raja Sethuraman
Public Services Director

Date: 12-15-2020

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 12-8-2020

EXHIBIT A
CONSULTANT'S PROPOSAL

September 16, 2020

Ms. Jennifer Rosales, P.E., PTOE
Transportation Service Manager
City of Costa Mesa
77 Fair Drive,
Costa Mesa, CA 92626

LLG Reference: P2.20.0249.1

Subject: **Proposal to Provide Traffic Management and Signal System
Support Services to the City of Costa Mesa**
Costa Mesa, California

Dear Ms. Rosales:

As requested, Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this proposal to provide traffic management and signal system support services to the City of Costa Mesa. Per our discussions, LLG has recently hired staff with familiarity of the City's signal system and would like to continue this relationship with the City. LLG is familiar with the control and communications systems in the City and has provided engineering and maintenance staff with troubleshooting, signal timing support, training, Siemens oversight & field support, and emergency response services over the years; primarily, newly joined Felipe Ortega has been providing the City of Costa Mesa with traffic signal support services for well more than twenty years.

In addition to support services related to signal systems, traffic management, and design, LLG is well suited and uniquely qualified for undertaking other planning, operational, and design engagements including Complete Streets/multimodal analysis and design, Active Transportation, safety analysis, ITS, expert witness services, traffic and VMT impact studies, parking studies, etc. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering or both.

There are numerous reasons why we believe the City would be best served by the LLG team, some of which are summarized below:

- ***Project Experience and Technical Competence*** – Having over 50 years of design experience with maintaining, trouble shooting, and repairing traffic signal and control systems.

Engineers & Planners
Traffic
Transportation
Parking

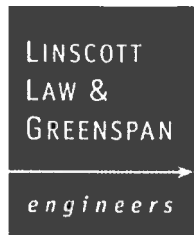
Linscott, Law &
Greenspan, Engineers
2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 T
949.825.6173 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
William A. Law, PE (1921-2018)
Jack M. Greenspan, PE (Ret.)
Paul W. Wilkinson, PE (Ret.)
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
Walter B. Musial, PE
An LGZWB Company Founded 1986

- ***Qualifications and Approach to Work*** – We possess all the required qualifications, competence and capabilities to provide well rounded comprehensive consulting services. We have identified several key approaches in order to ensure comprehensive, innovative, high-quality services are provided while adhering to the schedule and budget.
- ***Local Experience*** – LLG has a broad range of recent local experience, as we have successfully completed many transportation planning and operations projects in the City of Costa Mesa and County of Orange over the past several decades.
- ***City of Costa Mesa*** – LLG has good and long-standing working relationship with the City of Costa Mesa, and we believe that our experience and familiarity with City staff, City policies/procedures and our understanding of the City of Costa Mesa system will assuredly assist in expediting the process.
- ***Project Team*** – Dave Roseman, P.E. will be your Principal-in-Charge, and Felipe Ortega, will be the day-to-day Project Managers, with support/quality assurance from Kim H. Preap. Dave and Kim are registered Traffic Engineers, whereas Felipe is a Level I IMSA Transportation Center System Specialist and a Level III IMSA Traffic Signal Senior Field Technician, all in the State of California.
- ***Staffing*** – LLG has a full range of staffing resources tailored for addressing the unique needs of a given assignment.
- ***Accountability*** – LLG provides close coordination with our clients fostered by a strong commitment to accountability and responsiveness from all levels of LLG staff.
- ***Schedule*** – LLG is committed to responding and addressing the City’s needs in a timely manner.
- ***Budget*** – Timely completion of projects within budget through technical and work management integrity
- ***Cost & Best Value***– Value to the City is paramount. We understand that value comes from both tangible and intangible actions through the project process. Our project team has included a value creation plan within this proposal to help capture the best value for the City. Our plan consists of a number of business level actions and strategic philosophies.

Ms. Jennifer Rosales, P.E., PTOE
September 16, 2020
Page iii



We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us at (949) 825-6175 if you have any questions or comments regarding this proposal.

Sincerely,
Linscott, Law & Greenspan, Engineers

A handwritten signature in black ink, appearing to read "Dave Roseman".

Dave Roseman, P.E.
Principal
California Registration:
TR 1585

A handwritten signature in black ink, appearing to read "Kim H. Preap".

Kim H. Preap, P.E.
Senior Transportation Engineer
California Registration:
TR 2833

cc: Felipe Ortega

TABLE OF CONTENTS

SECTION	PAGE
1. Firm Background and Information.....	2
2. Qualifications.....	3-4
3. Key Staff Members	5
4. References.....	7

APPENDICES

APPENDIX

- A. Resumes
- B. Fee Schedule

FIRM BACKGROUND AND INFORMATION

TRAFFIC MANAGEMENT AND SIGNAL SYSTEM SUPPORT SERVICES

Linscott, Law & Greenspan, Engineers (LLG), provides transportation planning, traffic engineering and parking consulting services. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering, or both. Our diverse experience and expertise enable us to provide services to both public agencies and the private sector. Project organization is structured so that Principals and Senior Staff maintain direct involvement from project initiation to completion, ensuring a quality product that is clear, easily understood, and will support the Project's needs and the public review process. Since our founding in 1966, in excess of 10,000 engagements have been completed involving a wide variety of projects throughout the United States and Overseas, with the core of our practice in Southern California. LLG's specialties include:

- Traffic Studies for CEQA Documents
- As-Needed On-Call Services
- Traffic Impact Analysis Reports
- Mobility Studies
- SB 743/VMT Analyses
- General Plans and Specific Plans
- Pedestrian/Bicycle Planning
- Transportation Master Planning
- Multi-Modal Planning & Analyses
- Site Access and Circulation
- Preliminary/Conceptual Engineering
- Complete Streets Analyses
- Local Planning Group Presentation
- Road Safety Reviews
- Traffic Signal Warrant Studies
- Traffic Signal Operations Trouble Shooting
- Traffic Signal Design
- Traffic Signing/Striping Design
- Construction Zone Traffic Control Plans
- Parking Design and Planning
- Traffic Planning and Operations Studies
- 2D & 3D Traffic Simulation
- Traffic Calming
- Shared Parking Demand Forecasting
- Integration of Alternative Modes
- Circulation Elements for General Plans and Specific Plans
- Roundabout Analysis and Design
- Congestion Management Program (CMP)
- Transportation Demand Management (TDM)
- Transportation Management Systems (TMS)
- Traffic Signal Field Support



LLG is a multiple award-winning firm that is always striving to best serve our clients. The quality of our work resonates with our peers and has been recognized by the above organizations.

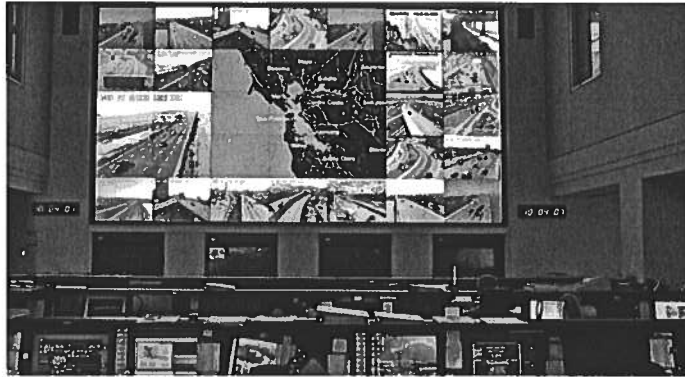
QUALIFICATIONS

TRAFFIC MANAGEMENT AND SIGNAL SYSTEM SUPPORT SERVICES

engineers

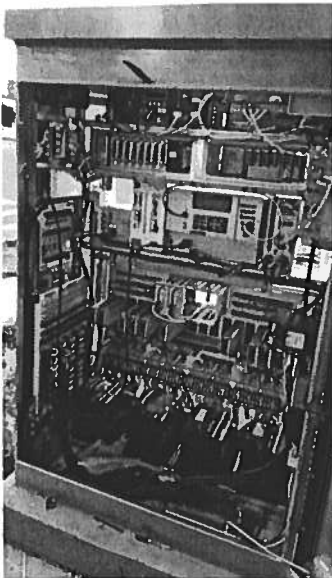
TRAFFIC MANAGEMENT AND DESIGN SUPPORT

LLG staff has over 20 years of working extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems for the City of Costa Mesa. Below are key skill sets we provide.



- Communications Design
- Signal Modification Design Review
- Coordination Timing Implementation
- TMC Networking Management and Operations
- Interagency Communications
- Proficiency in Traffic Management Systems (Centracs, QuicNet, Tactics, Intelight, Transuite)
- Troubleshooting of Traffic Related Equipment (networks, controllers, and timing)

SIGNAL SYSTEMS SUPPORT



LLG offers more than just monitoring and maintaining traffic signal systems and timing. Our staff are trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. Typically, LLG is brought in to integrate and repair systems when other consultants and contractors cannot make things

LLG utilizes other cutting edge technologies such as TransModeler or Trafficware simulation software, GIS Spatial and Network Analysis Tools, and SketchUp. Such tools are instrumental in conveying and illustrating the issues, analysis, and results.

KEY STAFF MEMBERS

TRAFFIC MANAGEMENT AND SIGNAL SYSTEM SUPPORT SERVICES

engineers



Dave Roseman, P.E., Principal, has recently joined the firm and has over 32 years of experience in overseeing all aspects of transportation, traffic and parking, including but not limited to traffic control device placement, traffic signal design and operations, geometric street design, transportation improvement projects, work area traffic controls, traffic calming, bicycle and pedestrian facilities, on-street parking regulations, development review and coordination, oversight of transportation grants and funds, inter-agency coordination, oversized and overweight truck permitting, and the operation and management of 29 City owned off-street parking facilities.

Mr. Roseman leads public meetings and provides expert witness services. Mr. Roseman is a registered Traffic Engineer in the state of California.



Felipe Ortega, Senior Signal System Specialist, Level 1 IMSA Transportation Center System Specialist and a Level III IMSA Traffic Signal Senior Field Technician, has recently joined the firm and has over 25 years of experience in TMC and traffic signal maintenance, will be the Project Manager and will serve as the City's central contact person for day-to-day matters for this engagement. Mr. Ortega will attend all field meetings and work with staff at the City's TMC.



Kim H. Preap, P.E., Senior Transportation Engineer, has over 17 years of experience working on traffic engineering projects throughout the Southern California region. Mr. Preap has extensive experience in roadway operation system designs, CCTV, trunk line communication, among others. He has also performed various large scale projects for Caltrans. Mr. Preap has extensive experience in the design of traffic signals, street lighting, signing and striping, and traffic control plans, pedestrian accessibility upgrades and has succeeded in completing more than 50 traffic signal related designs. Mr. Ortega will attend all project team meetings and conference calls (including preparation of meeting agendas and meeting minutes). Mr. Preap is a

registered Traffic Engineer in the State of California.

REFERENCES

TRAFFIC MANAGEMENT AND SIGNAL SYSTEM SUPPORT SERVICES

We welcome you to contact our references and re-affirm integrity and reputation, as well as fiscal responsibility. The following summarizes our firm's most recent On-Call Engineering Services experience that the aforementioned staff members have been involved in or provided support on:

CITY OF DANA POINT ON-CALL TRAFFIC ENGINEERING SERVICES

*Mr. Matthew Sinacori, P.E.
Director of Public Works/City Engineer
City of Dana Point
Public Works Department
33282 Street of the Golden Lantern
Dana Point, CA 92629
(949) 248-3574
msinacori@DanaPoint.org
Status: Ongoing*

LLG currently provides traffic engineering on-call support services for the Public Works Department of the City of Dana Point. During the past fifteen years, LLG staff has been providing professional on-call services related to development/plan check, traffic impact study review, parking study review, traffic impact study preparation, parking study preparation and traffic design plan review/preparation.

CITY OF BREA ON-CALL TRAFFIC ENGINEERING SERVICES

*Mr. Michael Ho
Deputy Director of Public Works/City
Engineer
City of Brea
Civic Center Drive,
Brea, CA 92821
(714) 990-7657
michaelh@cityofbrea.net
Status: Ongoing*

LLG currently provides traffic engineering on-call support services for the Public Works Department of the City of Brea. During the past three years, LLG staff has been providing professional on-call services related to traffic impact study review, traffic impact study preparation, grant funding applications and traffic design plan preparation including design for various bike gap closure projects.

CITY OF FULLERTON ON-CALL TRAFFIC ENGINEERING SERVICES

*Ms. Yelena Voronel
City Engineer
City of Fullerton
303 W Commonwealth Ave,
Fullerton, CA 92832
(714) 738-6300
YelenaV@ci.fullerton.ca.us
Status: Ongoing*

LLG currently provides traffic engineering on-call support services for the Public Works Department of the City of Fullerton. LLG staff has been providing professional on-call services related to development/plan check, traffic impact study review, parking study review and traffic design plan review/preparation.

David A. Roseman, P.E.



Principal

Years of Experience:
32 years

Years with LLG Engineers:
<1 year

Education:
B.S. Civil Engineering
*California State University of
Long Beach, California*

Registration:
Professional Engineer
CA Registration TR 1585

Professional Memberships:
ITE | OCTEC

LINSCOTT
LAW &
GREENSPAN

engineers

Linscott, Law &
Greenspan, Engineers

2 Executive Circle
Suite 260
Irvine, CA 92614
T 949.825.6175
F 949.825.6173
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Roseman has over 32 years of experience in overseeing all aspects of transportation, traffic and parking, including but not limited to traffic control device placement, traffic signal design and operations, geometric street design, transportation improvement projects, work area traffic controls, traffic calming, bicycle and pedestrian facilities, on-street parking regulations, development review and coordination, oversight of transportation grants and funds, inter-agency coordination, oversized and overweight truck permitting, and the operation and management of 29 City owned off-street parking facilities. Mr. Roseman leads public meetings and provides expert witness services. Mr. Roseman is the Associate Principal of LLG's Pasadena office and is a licensed Traffic Engineer in the State of California. Mr. Roseman holds a Bachelor of Science in Traffic Engineering from California State University and received a Certificate of Appreciation from the Director of the United States Secret Service for his development and implementation of the transportation plan for the 2000 National Convention.

Areas of Expertise

- Transportation Impact Studies/Analyses for Environmental Review
- Transportation Master Planning/Site Feasibility Planning
- Access and Circulation Planning for Various Modes
- Parking Studies/Shared Parking Demand Analyses
- Conceptual Mitigation Planning/Improvement Packages
- Regional Facility Operations and Analysis

Relevant Project Experience

City of Long Beach

Mr. Roseman served as City Traffic Engineer in the Transportation Engineering and Mobility Department and oversaw control device placement, traffic signal design and operations, geometric street design, work area traffic control plans, transportation improvement projects, bicycle and pedestrian facilities (including implementation of innovative bicycle facilities – from separated bike lanes to cycle tracks and bike boxes). Mr. Roseman development on-street parking regulations, reviewed and coordinated traffic engineering aspects, provided oversight of transportation grants and funds. He promoted inter-agency coordination, gave oversight to oversized and overweight truck permitting and the operation and management of off-street parking facilities. During Mr. Roseman's tenure, he initiated innovative traffic signal operation projects from countdown pedestrian indications to specialized programming to reduce speeding in neighborhoods and flashing yellow arrow operations to improve mobility and address elevated accident rates.

City of Los Angeles

Mr. Roseman served as Assistant and Senior Transportation Engineer overseeing 15 major transportation improvement projects. Mr. Roseman managed the Special Events Program, was project engineer for Santa Monica Freeway Smart Corridor Project, managed development, and implementation of intelligent transportation systems (ITS). Mr. Roseman prepared PS&E for advanced traffic control and communications systems,

David A. Roseman, P.E.

reviewed geometric and traffic signal plans, inspected field installations, and directed community meetings.

City of Cypress

Mr. Roseman is currently serving as the contract City Traffic Engineer and represents the City at inter-agency meetings. Mr. Roseman has conducted Engineering & Traffic Surveys, crossing guard evaluation studies, school safety studies, transportation fee nexus studies, safety investigations, warrant studies, and transportation design services. Mr. Roseman has also presented to the Traffic Commission and City Council.

LINSCOTT
LAW &
GREENSPAN



engineers

Linscott, Law &
Greenspan, Engineers

2 Executive Circle

Suite 250

Irvine, CA 92614

T 949.825.8175

F 949.825.8173

www.llgengineers.com

Pasadena

Irvine

San Diego

Woodland Hills

Felipe Ortega



Senior Signal Systems Specialist

Years of Experience:
25 years

Years with LLG Engineers:
<1 year

Registration:
IMSA Transportation Center System
Specialist Level I
IMSA Traffic Signal Senior Field
Technician, Level III

Professional Memberships:
ITE | IMSA | OCTEC

LINSCOTT
LAW &
GREENSPAN

engineers

Linscott, Law &
Greenspan, Engineers
2 Executive Circle
Suite 250
Irvine, CA 92614
T 949.825.6175
F 949.825.6173
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Ortega is a Senior Signal Systems Specialist at Linscott Law & Greenspan. Mr. Ortega is an essential member of our team, not only because of his expertise in systems integration, but he is a valuable link to city and agency staff. He trains engineering and maintenance staff in the use of system hardware and software (including newly installed traffic systems and TMC equipment). He also provides essential support for LLG clients, both onsite and remotely, in design implementation, purchasing consultation, and last-mile integration of signal systems, controllers and TMC hardware.

Mr. Ortega grew up in the traffic signal manufacturing industry. His parents' family-owned company produced cabinets and controllers and Felipe helped in every facet of the business. Mr. Ortega also had the opportunity to practice traffic signal and networking throughout those years.

Prior to joining Linscott Law & Greenspan, Mr. Ortega was employed by Albert Grover & Associates as Advanced Systems Integrator for over 12 years. He also worked at Econolite as a lead operations field specialist, and with Intersection Development Corporation as a TMC systems support specialist. These experiences provided a strong foundation of field experience as Mr. Ortega supported maintenance contracts and provided on-call communications support.

Mr. Ortega's expertise in all facets of communications infrastructure, as well as his background in the installation and configuration of software and hardware for nearly every type of communications system in use throughout Orange County means LLG clients have a reliable asset when it comes to installation, configuration, advising and training staff in the use of these systems.

Areas of Expertise

- Communications Design
 - Signal Modification Design Review
 - Coordination Timing Implementation
 - TMC Network Management and Operations
 - Proficient in Traffic Management Systems (Centracs, QuicNet, Tactics, Intelight, Transuite)
 - Troubleshooting Traffic Related Equipment (Network, Controllers, and Timing)
- Interagency Communications

Relevant Project Experience

City of Costa Mesa

Mr. Ortega is extremely familiar with the existing Costa Mesa traffic signal system. Over the past 20 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 of Costa Mesa. Mr. Ortega is trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. Typically, Mr. Ortega is brought in to integrate and repair systems when other consultants and contractors cannot make things work.

Felipe Ortega

Mr. Ortega 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 within the City of Costa Mesa.

Mr. Ortega has 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 in the past, present and future in the City of Costa Mesa.

LINSCOTT
LAW &
GREENSPAN



engineers

Linscott, Law &
Greenspan, Engineers

2 Executive Circle
Suite 250

Irvine, CA 92614

T 949.825.6175

F 949.825.6173

www.ligengineers.com

Pasadena

Irvine

San Diego

Woodland Hills

Kim Preap, P.E.



Senior Transportation Engineer

Years of Experience:
17 years

Years with LLG Engineers:
17 years

Education:
B.S. Civil Engineering
University of California, Irvine

Registration:
Professional Engineer
CA Registration TR 2833

Professional Memberships:
ITE | ASCE | OCTEC

**LINSCOTT
LAW &
GREENSPAN**

→
engineers

Linscott, Law &
Greenspan, Engineers

2 Executive Circle
Suite 250
Irvine, CA 92614
T 949.825.6175
F 949.825.6173
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Kim Preap is a licensed Traffic Engineer in the state of California. He earned his Bachelor of Science in Transportation Engineering from University of California, Irvine and has over 17 years of experience working on traffic engineering projects throughout the Southern California region. Mr. Preap has extensive experience in roadway operation system designs, CCTV, trunk line communication, among others. He has also performed various large scale projects for Caltrans. Mr. Preap has extensive experience in the design of traffic signals, street lighting, signing and striping, and traffic control plans, pedestrian accessibility upgrades and has succeeded in completing more than 50 traffic signal related designs. In addition, he provides "on-call" consulting services for the City of Dana Point and City of Long Beach in Southern California. Mr. Preap expertise in traffic engineering helps LLG continue it tradition of excellence in the region.

Areas of Expertise

- Traffic Forecasting and Impact Analysis Reports
- Transportation Planning and Site Design Consultation
- Mixed-Use Parking Demand Studies
- Conceptual Improvement Plan Preparation
- Street Lighting Design
- Traffic and Parking Field Studies
- Traffic Signal Design
- Traffic Control Plan/Detour Design
- Signing and Striping Design
- Suggested Route to School Plans
- Expert Witness Testimony

Relevant Project Experience

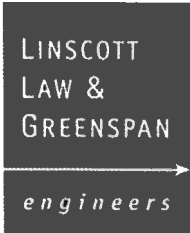
125 Baker, City of Costa Mesa, California –

Mr. Preap served as LLG's Project Manager for the 125 Baker project in the City of Cost Mesa. The project is a proposed apartment complex. Mr. Preap prepared signing and striping plans for roadway improvements along Baker Street and Pullman Street as well as the traffic signal installation plan at the intersection to address the new striping alignment. Preap also provided assistance to contractors RFI during construction phase. The plans were completed on time and within budget.

Harbor Boulevard at Date Place, City of Costa Mesa, California –

Mr. Preap served as LLG's Project Manager for the improvements at Harbor Boulevard at Date Place in the City of Costa Mesa. Mr. Preap prepared signing and striping plans for roadway improvements along Harbor Boulevard and Date Place as well as the traffic signal installation plan at the intersection to address the new striping alignment. Mr. Preap also provided assistance to contractors RFI during construction phase. The plans were completed on time and within budget.

FEE SCHEDULE



Effective January 1, 2020

<u>TITLE</u>	<u>PER HOUR</u>
Principals	
Principal Engineer.....	\$ 268.00
Associate Principal Engineer	\$ 240.00
Planning/Design Manager.....	\$ 224.00
Transportation Engineers	
Senior Transportation Engineer	\$ 198.00
Transportation Engineer III.....	\$ 175.00
Transportation Engineer II.....	\$ 148.00
Transportation Engineer I	\$ 127.00
Transportation Specialists/Planners	
Senior Signal System Specialist.....	\$ 185.00
Senior Transportation Planner	\$ 175.00
Transportation Planner III.....	\$ 148.00
Transportation Planner II.....	\$ 127.00
Transportation Planner I	\$ 113.00
Technical Support	
Engineering Associate II.....	\$ 126.00
Engineering Associate I.....	\$ 122.00
Engineering Computer Analyst II.....	\$ 120.00
Engineering Computer Analyst I	\$ 95.00
Senior CADD Drafter	\$ 122.00
CADD Drafter III.....	\$ 113.00
CADD Drafter II	\$ 100.00
CADD Drafter I	\$ 86.00
Senior Engineering Technician.....	\$ 122.00
Engineering Technician II.....	\$ 113.00
Engineering Technician I.....	\$ 86.00
Word Processor/Secretary.....	\$ 80.00
Engineering Aide I.....	\$ 61.00

Engineers & Planners
Traffic
Transportation
Parking

Linscott, Law & Greenspan, Engineers
2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 T
949.825.5939 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
William A. Law, PE (1921-2018)
Jack M. Greenspan, PE (Ret.)
Paul W. Wilkinson, PE (Ret.)
John P. Keating, PE
David S. Shender, PE
John A. Boorman, PE
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
Walter B. Musial, PE
Kalyan C. Yellapu, PE

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

EXHIBIT B
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.