

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING**

THIS AGREEMENT is made and entered into this 4th day of December, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVILSOURCE, INC. a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for the design of industrial way water quality and storm drain improvements as more fully described in Consultant's Proposal attached as Exhibit "A"; and

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

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

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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, a copy of which is 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. 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 Clerk 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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. As compensation for the provision of services outlined in Exhibit

“A” and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference. Consultant’s total compensation shall not exceed Sixty Nine Thousand Seven Hundred and Forty Five Dollars (\$69,745.00).

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

2.3. Method of Billing. Consultant may submit invoices to City supervisor 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 as of the date the invoice is created. 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 for a period of three (3) years from the Effective Date.

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit “C,” attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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 December 4, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period,

Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term periods of one (1) year each.

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 as to 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.

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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

CivilSource, Inc.
9930 Research Dr. #200
Irvine, CA 92618
Tel: 949-585-0477
Fax: 949-585-0433
Attn: Amy Amirani, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5330
Attn: Fariba Fazeli

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 or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.


CITY OF COSTA MESA,
A municipal corporation



Mayor of the City of Costa Mesa

Date: _____

12/14/12



Department Director

Date: _____

11-20-12

CONSULTANT



Signature

Date: _____

11-7-12

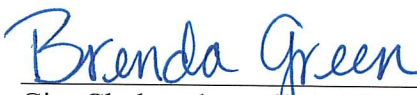
Amy Amirani, President

Name and Title

20-5789456

Social Security or Taxpayer ID Number

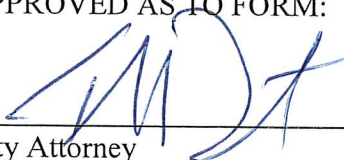
ATTEST:



City Clerk and ex-officio Clerk
of the City of Costa Mesa




APPROVED AS TO FORM:



City Attorney

Date: 11/07/12

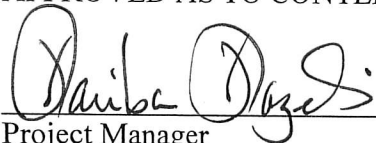
APPROVED AS TO INSURANCE:



Risk Management

Date: 11/16/12

APPROVED AS TO CONTENT:



Project Manager

Date: 11-7-12

EXHIBIT A
CONSULTANT'S PROPOSAL

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF
INDUSTRIAL WAY WATER QUALITY AND STORM DRAIN IMPROVEMENTS**

1. INTRODUCTION

To eliminate flooding and the current pollution problems caused by deficiencies in the existing storm drain system, the City of Costa Mesa is planning to construct the Industrial Way Water Quality and Storm Drain Improvement.

This proposed project consists of installing an underground detention/infiltration facility within an open grass field south of Anaheim Avenue and 19th Street. The detention/infiltration area measures 190 ft. wide by 160 ft. long with a depth of 3 ft. A 2'X10' RCB inflow and an 18-inch diameter outlet pipe connect the existing storm drain system with the storage facility located within Anaheim Avenue. The proposed basin will accommodate 1.5 acre-ft. to 2.0 acre-ft.

Next to the existing 30-inch pipeline located in Anaheim Avenue from Plumer to 18th Street, a parallel storm drain facility within Anaheim Avenue will be constructed. The storm drain system will consist of 1,000 lineal ft. of 10 ft. by 3 ft. RCB. The RCB connects to the existing system with 24-inch diameter pipe constriction to make the RCB function as inline storage. This creates .7 acre-ft. of storage.

The watershed area is primarily zoned commercial along with high density residential units. The hydrology analysis conducted for this watershed concluded that the flow is larger than the capacity of the existing system by 340 cfs (cubic feet per second) at the system outlet.

The entire watershed (361 Acres) drains into the Rhine Channel in Lower Newport Bay and is currently listed on the State of California's 303d listing (Impaired Water Body List) for the following impairments: copper, lead, mercury, PCBs (polychlorinated biphenyls or electrical chemical waste), sediment toxicity and zinc. This new detention/infiltration system will incorporate treatment measures including engineered treatment structures, and gross pollution filtration devices to comply with the National Pollutant Discharge Elimination System (NPDES) requirements. The Industrial Way Water Quality and Storm Drain Improvements Project will capture and infiltrate approximately 121 acres within the watershed.

The scope of services consists of preparation of final construction documents (plans, specifications and cost estimates) for the approved storm drain/water quality system; including soil testing, design survey, asphalt and concrete work, basin diversion and design, and all other pertinent work as required.

In general, the following is the minimum scope of work required for the Final design phase:

- Conduct design survey and prepare base maps;
- Conduct geotechnical investigation for the proposed storm drain system and detention/infiltration basin;
- Hydraulic Analysis of the entire storm drain system with the proposed drainage improvements;
- Prepare the final construction plans and cost estimates;

All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to a maximum of fifteen pages (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

- Statement of project understanding containing any suggestions to expedite the project or additional concerns about which the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.
- A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. One separate fee schedule shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee for the project.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- D. Payment shall not be processed for any submitted invoices if the Consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City, Caltrans and the City of Newport Beach plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during the progress of design for appropriate guidance and coordination (assume **five** meetings). The Consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. The Consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve and document any conflicts with utility companies.
3. The Consultant shall obtain approval in writing from utility companies for any utility work and clearance.

4. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures." The Consultant shall submit (via certified mail) at least one set of construction plans to each utility company at all stages (70%, 90% and final plans).
5. The Consultant shall submit all utility correspondence to the City.

C. Field Engineering

One field walk with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

D. Potholing of Existing Storm Drain

The Consultant shall pothole the existing storm drain system to ensure proper connection with the proposed storm drain. The consultant shall also include \$5,000 as a separate item in the fee schedule for the City's use in case potholing will be needed for City-owned traffic signal conduit facilities as requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans.

E. Geotechnical investigation and soils report

The Consultant shall conduct geotechnical investigation for the proposed storm drain system and detention/infiltration basin. The minimum information to be provided shall be as follows:

- A minimum of three borings will be required. If the Geotechnical Engineer recommends additional boring, please provide the reasons for the additional borings in your proposal.
- Elevation of water encountered and moisture of the samples.
- The recommendation of the trench stability, i.e. whether solid shoring will be recommended.
- The classification of the soil, sand equivalent, expansive values of the various types of soil encountered.

The permeability of the existing soils material at the proposed detention basin from a depth of 5 foot below the nearest adjacent street's top of curb to a depth of 20 foot. A minimum of two borings are recommended and the average of the samples shall be used to determine the design value.

F. Construction Documents

1. Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, Orange County Flood Control, Santa Ana Regional Water Quality Control Board, and other agencies as applicable.
2. Prepare two resident Engineer's files; they must contain, as a minimum, the following: Preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, survey information, and all other related correspondence. The Consultant shall submit these two files to the City in conjunction with final submittal.

G. Plans

1. The Consultant shall prepare the construction drawings containing a title sheet, general note sheet, plan and profile sheets, grading plan, cross section sheets, and detail sheets. The title sheet shall contain a vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1"=20' horizontally and 1" = 2' vertically.
2. The Consultant shall reference new stations to existing stations of existing storm drain improvement plans that may be available in the Public Services Department/Engineering Division.
3. The Consultant shall provide stations for all existing and proposed structures, catch basins, storm drains, project limits, centerlines of street/alley intersections, etc.

H. Specifications

Prepare complete project specifications, including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents.

I. Hydraulic Analysis

The City has completed the hydrology study for this project. The consultant shall conduct hydraulic analysis of the entire system.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each proposed alternative. Estimates shall be provided at 70% and 90% completion submittals and final estimate upon final submittal in an excel format.

K. Project Document Submittal and Plan Information

1. Field survey and base map.
2. First submittal (five sets): 70% completion of plans with survey information, specifications, construction cost estimates and hydraulic analysis for the proposed and existing storm drain system.
3. Second submittal (five sets): 90% completion of plans, specifications, and construction cost estimates and recordation of all necessary drainage easements.
4. Final submittal: Original mylar plans, specifications, final QCE, resident engineer's two files, survey information, monuments, and other related documents. One set of blueines of final plans and one copy of specifications shall also be submitted.
5. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing cross sections, typical cross sections,

all utility lines, manhole covers and valves, construction notes with corresponding bid items, and general notes.

6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform field review of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondence, ROW, permits, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on Flash Memory Stick (Thumb Drive). Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using AUTOCAD, version 2010. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase Services

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The Consultant shall prepare addenda as necessary, and provide responses to the contractor's questions and plans and specifications during the bidding and construction phases. The Consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

9. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- A. Providing specification format to Consultant.
- B. Hydrology report
- C. Printing and packaging of plans and specifications for bidding.
- D. Advertising for bids and awarding of construction contracts.
- E. Furnishing plans and specifications to the bidders.
- F. Inspecting, controlling construction, and payment to the contractor.

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each Consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected Consultant of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

- A. 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 RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination thereof.

- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Consultant. 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 the Consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

12. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

PROJECT UNDERSTANDING

Based upon our thorough review of the RFP and information provided as well as our preliminary site visit, it is our understanding that the City of Costa Mesa is seeking a professional consulting firm to provide Design Engineering Services and the preparation of plans, specifications, and estimates for the design of the Industrial Way Water Quality and Storm Drain Improvements with the objective to eliminate the flooding and current water quality problems caused by the deficiencies within the existing storm drain system.

Project Overview:

- The City has provided the Consultants a draft Technical Memorandum dated June 30, 2011 that provides the design hydrology for the Industrial Way Water Quality and Storm Drain Improvements Project. We will be using this information in our hydraulic analysis.
- Hydraulic Capacity: The watershed area is primarily zoned commercial along with high density residential units. The hydrology analysis conducted for this watershed concluded that the flow is larger than the capacity of the existing system by 340 cfs. (Cubic feet per second) at the system outlet. The designed 25-year Q at the Project location is 162 cfs and the existing 30" RCP has a capacity of 14 to 27 cfs depending on the slope.
- Water Quality: The entire watershed (361 acres) drains into the Rhyne Channel in Lower Newport Bay and is currently listed on the State of California's 303d listing (Impaired Water Body List) for the following impairments: copper, lead, mercury, PCBs, sediment toxicity and zinc. This new detention/infiltration system will incorporate treatment measures including engineered treatment structures and gross pollution filtration devices to comply with the National Pollutant Discharge Elimination System (NPDES) requirements. The Industrial Way Water Quality and Storm Drain Improvements Project is expected to capture and infiltrate 121 acres within the watershed.
- The City has also provided Consultants with a Technical Memorandum dated August 7, 2012 documenting the Preliminary BMP design volumes for options 3A and 3B, two Storm Sewer System Options. The RFP asks for the design of Alternative 3A (with slightly different dimensions) and adds the storage facility within Anaheim Blvd.
- An existing 24" and 30" RCP Storm Drain is located within Anaheim Avenue. This system has an average grade of 0.17% and has been found to be undersized to carry the design flows. The line is located approximately 0.5 ft. inside the westerly curb face. Other utilities within Anaheim Avenue include a 12" VCP sewer line, an 8" ACP water line, and a 2" gas line. The Project will require a complete Utility research to locate all dry and wet utilities.
- The proposed project consists of installing an underground detention/infiltration facility within an open grass field located south of the Anaheim Avenue and 19th Street Intersection. The detention/infiltration area measures 190 ft. wide by 160 ft. long with a depth of 3 ft. A 2'X10' RCB inflow and an 18-inch diameter outlet pipe would connect to the existing storm drain system located within Anaheim Avenue. The proposed basin will accommodate 1.5 acre-ft. to 2.0 acre-ft.
- Next to the existing 30-inch pipeline located in Anaheim Avenue from Plumer to 18th Street, a parallel storm drain facility within Anaheim Avenue will be constructed. The storm drain system will consist of 1,000 lineal ft. of 10ft. by 3 ft. RCB. The RCB would connect to the existing storm drain system with 24-inch diameter pipe constriction to make the RCB function as inline storage. This would create a .7 acre-ft. of storage.
- The project will include a hydraulic analysis of the entire storm drain system. We have research the City files and compile the plan numbers that will be required to conduct this study.



- In preparation of this proposal we have obtained copies of the as-built plans from the City of Costa Mesa and prepared a schematic representation of proposed improvements. It will be very important to conduct a complete utility research/investigation to identify all the existing utilities within Anaheim Avenue in order to avoid any conflicts during the Construction Phase of the project. A percolation test will be necessary to determine the percolation rate of the existing soils and to properly size the proposed detention/infiltration facility.

Specific Considerations, Recommendations and Key Issues

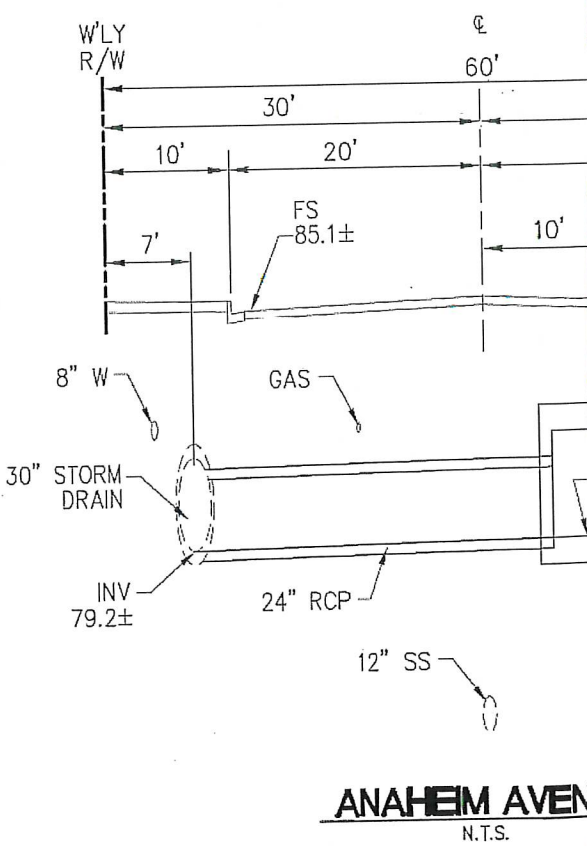
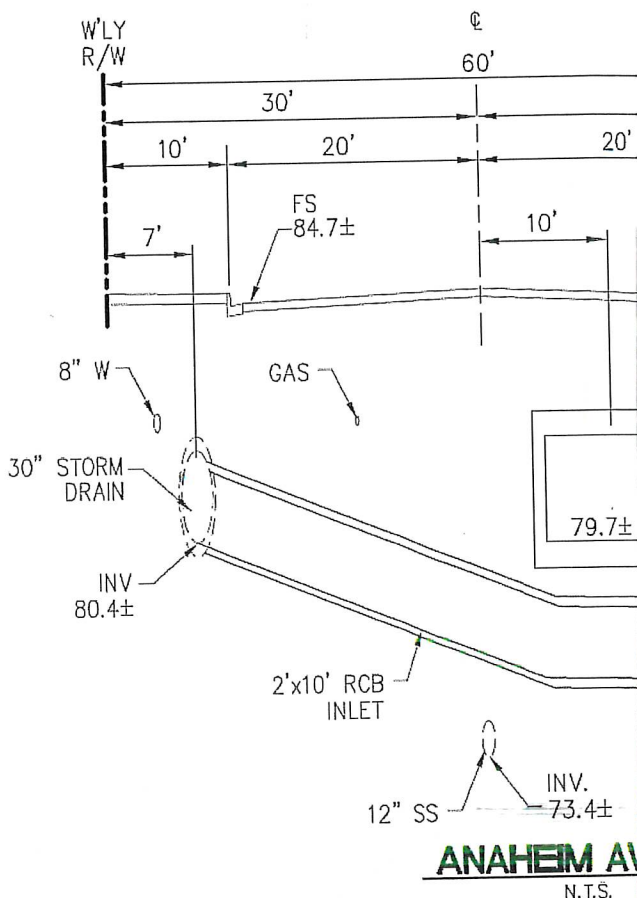
Key issues to be addressed by the development of this project will include no less than the following:

- Geotechnical Engineering.** CivilSource will work closely with our geotechnical sub consultant, LGC to determine the percolation rates at the location of the proposed detention/infiltration basin. Based on the results of the percolation tests we will be able to size the infiltration/detention basin and the rest of the proposed storm drain improvements. Once the system is laid out, a hydraulic analysis of the entire storm drain system will be performed to ensure the adequacy of the storm drain facilities to provide the design level of protection.
- Utility/Agency Coordination.** Given that utility coordination is a very important aspect of any project, the CivilSource team will apply a disciplined approach for managing joint activities with the utility agencies. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. The project entails the construction of a storage facility (RCB) within Anaheim Avenue to provide approximately 0.7 acre-ft. of storage. **It will be very important** that we identify all existing utilities within Anaheim Avenue in order to properly design the drainage elements for this project. A budget for potholing has been included in our proposal in order to determine utility depths as necessary. If any utility relocation such as power poles, fire hydrants, pull boxes, or vaults is deemed necessary, **it will be identified** at early stages of the design and coordination with the responsible agency will be made, so that all conflicts will be resolved before project is awarded for construction.
- Stakeholder Coordination.** Coordination with stakeholders will be critical to the project's success. We will determine early on what agencies and stakeholders will need to be included and meet with each one as required. Coordination with each city department, notification to the adjacent property owners, communication with refuse collectors, the Postal Service, and emergency personnel, and coordination with all wet and dry utility providers is essential in order to inform them of the project, address any relocations or the implementation of any measures to protect their facilities.
- Meetings.** Meetings between CivilSource and City staff will be crucial during all phases of the project. We have assumed five meetings during the design of the project. An initial kickoff meeting will be held in order to establish communications, set protocols, and build the procedural framework for the project. Additional meetings will be conducted during the design of the project to monitor progress and to tackle any issues encountered by the design team. During the Construction Phase of the project, CivilSource will be available as needed to clarify design related questions and to assist in any permit related issues.
- Constructability Review.** Contract documents will be developed including construction plans, special provisions, and cost estimates. These documents will be reviewed for constructability by our construction management team to avoid potential issues during the construction. We will walk the project site with City staff to ensure a detail and accurate depiction of existing conditions and project constraints on the plans and specifications.

Common issues that will be considered during the design phase are as follows:

- ✓ Hydraulic Considerations
- ✓ Existing Soil Conditions
- ✓ Avoid conflicting utilities
- ✓ Water Quality Requirements
- ✓ Permit requirements
- ✓ Separation criteria established by California Department of Public Health (CDPH)
- ✓ Operation and maintenance (O&M) requirements
- ✓ Constructability of proposed improvements
- ✓ Contractor staging area

Exhibit I



ANAHEIM AVENUE
N.T.S.

APPROACH & METHODOLOGY

The following sections describe our approach to successfully executing the proposed services based on our knowledge and experience with capital improvement design, construction principles, and jurisdictional agency requirements. Our primary approach is to serve as a direct extension (i.e. surrogate staff) of the City staff. Our approach is based on strong commitment to total quality assurance and follows a proven path of work elements and tasks to ensure a successful project.

We will walk the drainage area and project area with City staff to discuss the scope of the project and the existing project constraints. We will immediately start our utility research/investigation in order to identify all existing utilities within the project area that may impact the design of the proposed improvements. Our design team will conduct a detailed utility investigation of the project area to locate the proposed storm drain improvements in the most efficient and economical manner. We will recommend potholing of the storm drain or other City-owned traffic signal conduits to confirm their locations and prevent any conflicts during the construction of the storm drains. Concurrently, we will perform percolation tests on the proposed location of the infiltration/detention basin. While the utility investigation and soil testing is being performed, CivilSource will start to compile the hydraulic model of the entire storm drain system based on existing as-built plans. If we lack any information we will note it so that we can send our surveyor to record it. We will use the hydrology provided by the City to run the hydraulics of the existing system and confirm the drainage deficiencies. Once we have the model completed we will be incorporating the results of the utility investigation and the percolation test and will be ready to design the proposed storage facility and the infiltration/detention basin. Once our horizontal and vertical design of the storm drain elements are completed, we will run the hydraulics of the entire system to confirm meeting the City of Costa Mesa flood control and water quality objectives for the project. We will use Flood Routing Application by Advance Engineering Software (AES) for the routing thru the detention/infiltration basin and WSPG for the hydraulic analysis of the entire system. The design of the basin and storage facility will require that we perform a routing study of the proposed system (detention/infiltration basin and storage facility) using the percolation rates obtained by our geotechnical sub consultant. Once we calculate the detention/infiltration basin performance and calculate the outflow discharges we will be able to run the hydraulics of the entire system to its outlet at 16th and Pomona. We anticipate this being an iterative process that will take us to the optimum design. We understand the budget constraints for this project so it will be our goal to provide the City with all possible alternatives and levels of protection to best make use of the project dollars to the greatest benefit of the community.

Innovative Design

The CivilSource team focuses on providing safe, cost-effective, reliable, and sustainable improvements using innovative design and contracting techniques that meet the needs of the taxpayers, meet or exceed the minimum standards based on design improvements, and minimizes impacts to adjacent properties and vehicular and pedestrian traffic. Our experienced engineering staff provides lower-cost or lower-impact alternatives in order to develop the least disruptive and least expensive designs.

In addition, our team utilizes the latest in civil engineering design software to facilitate timely, efficient, and innovative engineering solutions for our clients. Our team relies on a host of computer resources which includes up-to-date, state-of-the-art technology that is in use today throughout the engineering industry. We make maximum use of PC-based CADD systems that allow for the storage of typical details, establish similarity of plan layouts, and enable rapid duplications for the efficient preparation of plan sheets.

Cost Control

We are able to continually evaluate a project's program/cost coordination through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include program budget analysis, value engineering, life-cycle cost analysis and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, ensuring long-term flexibility and value.



Communication

CivilSource will meet with City project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Meeting minutes will be distributed within three working days of the meeting identifying action items, assignments and due dates.

Senior staff will meet with assigned project personnel regularly and remain in constant communication to ensure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task.

This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

Issue Resolution

Creative problem solving evolves from maintaining communication, building consensus, and identifying issues before they become problems. We encourage interactive participation of involved parties to allow for appropriate orientation and awareness of project site potential and constraints, obtaining concurrence on schedules, team effort conflict resolution, adaptability, flexibility, responsiveness, and looking at problems as opportunities.

Design solutions come from solving problems in a direct manner. Proper analysis of site constraints based upon physical elements, program factors, economic issues, jurisdictional guidelines, and political aspects will set a practical approach towards satisfying proposed goals. CivilSource is committed to effectively managing and producing quality design solutions that express our knowledge, experience, value-orientation, talents, and client confidence with integrity, understanding and creativity. Our reputation for individualized design and client responsiveness has resulted in a consistent record of repeat clients and referrals. Our charge will be to inventory, index, augment, prioritize, and basically explore the options, opportunities, and constraints to maximize a pleasant and successful experience.

Quality Management

CivilSource recognizes that a successful project must start with a clear project understanding and knowledge of the City's standards and requirements. Quality control is embedded within our employees and is most effective when practiced continuously throughout the design and construction process. This is a characteristic that is valued and rewarded within our team and will provide the City with a properly designed and constructed project that we expect to exceed its required service life.

During design CivilSource also has a time tested and proven Project Quality Manual (PQM) that is used for every design project. The PQM describes the project quality process that shall be followed during the development of the design documents, and other project deliverables. The PQM used for design generally consists of the following:

- **Project Concept Review:** Reviews the basic concepts for feasibility and conformance with project criteria.
- **Discipline Review:** Verifies the work for each of the technical disciplines including subconsultants.
- **Graphics/CAD Standards Review:** Verifies that construction drawings and exhibits meet graphic and CAD standards for each project.
- **Project Manager Review:** Confirms that project deliverables conform to the scope of work and that documents supplied by others (client, subconsultants, etc.) are properly incorporated.
- **Constructability Review:** Our construction management team reviews the design, construction plans, and specifications from a constructability perspective to avoid potential issues or problems during the construction of the project.
- **Client Comment Review:** Assures that client comments have been addressed. We will either use our standard comment letter response or use one provided by the City.
- **QA/QC Review:** Independent review to verify the accuracy, completeness, and coordination of drawings, specifications, and cost estimates.

SCOPE OF WORK

CivilSource understands the complex issues facing local agencies from project implementation through construction completion. Our team consists of experienced public works professionals who possess the ability and knowledge to methodically support City staff in minimizing the complexity of these issues by foreseeing potential obstacles and resolving them. We are equipped with first-hand knowledge of municipal practices and procedures, and we are extensively familiar with government processes.

The CivilSource project management team has the size, depth, and experience to be able to commit the necessary personnel to meet your schedules and deadlines. **We are represented by highly experienced professionals who have proven track records managing City projects.**

Task 1. Kickoff Meeting

A kickoff meeting with the City will be conducted to fully understand the City's needs and objectives for the project. This meeting will also allow CivilSource and the City to establish project schedule, points of contact, establish administrative procedures, finalize design parameters, discuss existing site conditions, receive all available records related to project roadway as well as exchange city standards, title blocks, etc. CivilSource will receive up to date City CAD standards, symbols and layering convention at this time. CivilSource intends to work with the City as an extension of their project staff and to be available to the City at all times.

Task 2. Project Research

- a. **Field Review.** CivilSource will conduct a thorough field review of the project site and its drainage boundary to verify field conditions and flow patterns and to record any other constraints, and existing improvements within the project area that may be affected by the proposed improvements. We will also conduct a field review with City Staff to discuss City objectives and constraints.
- b. **Record Review.** CivilSource will review all available record data in the City files. Items such as improvement plans, drainage studies, topographic and rights-of-way maps, etc., will be collected and reviewed for use in determining existing constraints for design of this project.
- c. **Design Criteria Record Review.** CivilSource will establish and document the design criteria to be used in this project. We will obtain approval of these criteria from the City of Costa Mesa prior to proceeding with further drainage design activities.

Task 3. Utility/Agency Coordination

CivilSource will mail letters and a project location map to agencies and utility companies to notify them of the project and to request existing utility plans and/or information. All available plans of existing utilities received will be incorporated into the improvement plans. Preliminary and final plans of the proposed improvements will be sent to all affected agencies and utility companies within the project limits for their review.

Existing facilities interfering with the proposed improvements will be identified and the corresponding agency or company will be advised of the conflict. Underground utility companies will also be contacted to arrange potholing operations to determine the exact horizontal and vertical location as necessary.

Task 4. Field Survey

- a. **Research.** CivilSource will obtain copies of record data maps (i.e.: tract maps, parcel maps and records of survey), corner records, centerline tie notes, benchmarks, and utility drawings, as available with applicable governmental agencies and utility providers, and as records are made available by the City of Costa Mesa.
- b. **Surveying Services**
 - i. **Research and Set Up** – We will perform records research through the County of Orange and City of Costa Mesa for existing land boundaries and centerline monumentation (as well as centerline tie notes) for Anaheim Avenue (and the adjoining streets) and compile a record boundary map for the site. We will meet

with CivilSource to review the project specifics and ensure quality and completeness in the deliverables prior to any field work. This work should be ongoing at the time of Utility Research to aid in creating base mapping for the project and assist in ensuring that all utility companies and City of Costa Mesa utilities are accounted for. All utility research and surface markings should be completed prior to field survey work. This preliminary base mapping will also assist in the notification of residents adjoining the project, if necessary, prior to the survey being performed.

- ii. **Survey Controls-** In performing all surveys necessary for the design of the project we will establish control as may be prescribed by the City of Costa Mesa, utilizing the city's specific horizontal and vertical control datum, if no datum is specified our work will be based on the following: Horizontal – NAD83 California Coordinate System Zone VI, OCS Adjustment with ground values. Vertical – NAVD88 based on Orange County Surveyor Adjustment in the area of the project. We will create a record base map from the results of the research. Locations will be made to centerline monumentation for Anaheim Avenue and the adjoining streets along the proposed alignment. We will also locate any parcel corners in the vicinity of the detention/infiltration area. This will create ties to constrain any record boundary and utility information as well as create a hard tie to tangible monumentation for construction. In this area most centerline points of control appear to fall on sewer manholes and ties were not readily apparent. Where monumentation exists we will also create ties to those monuments to fulfill the monument preservation requirements of the State. Control Points will be established in areas that will survive the construction process and will be durable in nature, suitable for usage when construction begins. Control Surveys and Centerline ties should be performed prior to any potholing, boring and utility mark-out operations. This will facilitate locations and preservation should they be necessary at the time this activity is underway.
- iii. **Cross-Section Survey** – We will provide cross-sections at no greater than fifty foot interval along Anaheim Avenue as well as topographic mapping of the detention/infiltration area as directed by CivilSource based on a review of the site. At a minimum we will provide detailed design surveys to extend to the street right-of-way or beyond if need be. All cross-sections will acquire data at major grade break lines and features such as edge of right-of-way, walls, sidewalks, curbs, edge of pavement, medians and we will also acquire all utility appurtenant devices, manholes, powerpoles and handholes as well as street signage. We will acquire sufficient locations in the detention/infiltration area to facilitate accurate design. Underground markings will be acquired for inclusion in the project data base once they have been performed by the respective utility companies and/or USA. We will locate above ground appurtenant devices, manholes and handholes that will be affected by the project. .
- iv. **Deliverables** – Provide AutoCAD drawing file, ASCII Point file, photographs and Base Map detailing the results of the survey.

Task 5. Potholing

As indicated in the RFP, CivilSource will pothole the existing storm drain system to ensure proper connection with the proposed storm drain. A \$5,000 separate item will be included in our fee for the City's use in case additional potholing is needed for City-owned traffic signal conduit facilities as requested by our design team and approved by the City's Project Manager. We understand that we will not be compensated for any other utility work for this item. We also understand that identifying all underground conflicting utilities is the key to a successful project. It would be our responsibility to ensure all utilities are properly identified and located on plans

Task 6. Geotechnical Engineering

Geotechnical services will be provided for the proposed storm drain system and detention/infiltration basin. Our investigation will consist of the following:

- a. Review of readily available background materials, including published geologic and seismic hazards maps, groundwater data, stereoscopic aerial photographs, and reports and/or plans provided by the client.
- b. Perform a site reconnaissance to select and mark the proposed boring locations, and to coordinate with Underground Service Alert (USA) for underground utility location.
- c. Provide traffic control, including lane closures, in general accordance with the W.A.T.C.H. manual.

- d. Drilling, sampling, and logging of three small-diameter borings to depths of approximately 20 feet, or refusal, whichever is shallower. The borings will be logged and sampled at selected depths.
- e. Perform laboratory testing on selected, representative soil samples to evaluate in-situ moisture and dry density, sieve analysis, shear strength, and soil corrosivity.
- f. Data compilation and geotechnical analysis of field and laboratory data. Our analysis will include the following:
 - Suitability of the site for the proposed construction from a geotechnical perspective.
 - Anticipated soil conditions during trenching or jack-and-bore construction.
 - Anticipated depth to groundwater based on the exploratory borings and readily available groundwater data.
 - Excavation characteristics, temporary stability of trench excavations and/or shoring design criteria.
 - The classification of the soil, sand equivalent, expansive values of various types of soil encountered.
 - Appropriate pipe bedding, suitable trench backfill material and compaction requirements.
 - Evaluate the corrosion potential of the on-site soils.
 - The permeability of the existing soils material at the proposed detention basin from a 5 foot below the nearest adjacent street's top of curb to a depth of 20 foot. Two borings will be drilled to a depth of 20 feet. The average of the two samples will be used to determine the design value.
- g. Prepare a geotechnical report presenting our findings, conclusions, and recommendations for design and construction of the proposed project.

Task 7. Storm Drainage – Hydrology & Hydraulics

- a. **Hydrology Study.** CivilSource will use the Hydrology Analysis TM dated June 30, 2011 to obtain the hydrology 25-year peak discharges to be used in our hydraulic analysis of the entire system.
- b. **Hydraulic Analysis.** CivilSource will prepare a comprehensive hydraulic analysis for the entire storm drain system. These calculations will be performed using WSPG software. The downstream hydraulic grade line controls will be determine based on the as-built plans and discussed with the City of Costa Mesa prior to conducting the hydraulic calculations.

Prepare a drainage report summarizing the results of the study for submittal to the City of Costa Mesa. This report shall include a brief technical narrative, hydrological and hydraulic back-up calculations, a drainage map for the proposed catch basins and inlets, preliminary plan and profile drawings at a scale of 1" = 100' horizontal and 1" = 4' vertical, and cross sections for the drainage facilities, preliminary storm drain improvement plans at a scale of 1" = 40', and preliminary cost estimates.

- c. **Preliminary Drainage Report.** The results of the Hydrology Study and Hydraulic analysis will be combined into a Preliminary Drainage report for submittal to the City of Costa Mesa. The report will be formatted as follows:

- | | |
|---------------------|---------------------------|
| 1.0 Introduction | 4.0 Existing Conditions |
| 2.0 Study Objective | 5.0 Proposed Improvements |
| 3.0 Methodology | 6.0 System Costs |
- Appendix A: Existing System Hydrology (Map and Discharges)
 - Appendix B: Proposed System Hydrology (Map and Calculations)
 - Appendix C: Appendix D: Storm Drain Hydraulic Calculations
 - Appendix E: Preliminary Storm Drain Plan and Profile Drawings
 - Appendix F: Preliminary Construction Cost Estimates
 - Appendix G: Project Correspondence
 - Appendix H: Geotechnical Report

- d. **Final Drainage Report.** Under this task, CivilSource will prepare a drainage technical report in support of the final design plans. This supplemental report will be a technical narrative providing an overall summary of the results of the study.

Task 8. Improvement Plans

Construction Documents will comply with the standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, Orange County Flood Control, Santa Ana Regional Water Quality Control Board, and other agencies as

applicable. The objective of this task is to complete the design, and secure approval of the improvement plans necessary for construction of the proposed drainage improvements. We will utilize our base mapping, field observations and hydrology/hydraulics analysis to develop 70%, 90%, final plans, and approved plans by the City. All improvement plans will be prepared in compliance with City of Costa Mesa and Orange County Flood Control standards. CivilSource will prepare plan and profile sheets to depict the proposed storm drain improvements at 1"=20' horizontal and 1"=2' vertical scales. The plan view will show right-of-way, proposed easements, topographic features and elevations necessary for the construction of the proposed storm drain. The profile view will show the proposed storm drain, crossing information with other utilities and existing roadway centerline.

CivilSource will detail local depressions and provide other details of features requiring special attention for the Contractor to clearly understand the work to be accomplished. All final plans will be prepared on 22"x34" four mil. thick, erasable, writing mylars at a scale of 1"=20' horizontally and 1"=2' vertically. Drawings will include a title sheet (with a vicinity map and location map of the project), general note sheet, plan and profile sheets, grading plan, cross section sheets, and detail sheets. Improvement plans will be prepared using AutoCAD 2012 (or 2010) in a ".dwg" file format. Construction traffic control plans are not included in our proposal. We will include specifications that the Contractor will utilize to prepare and submit traffic control plans to the City prior to start of construction.

Task 9. Project Specifications

CivilSource will prepare project specifications including Special Provisions (including traffic control and detour information) and Proposal Forms in a format consistent with current City Projects, bid item description, and the bid schedule for bidding and construction purposes. These special provisions will be prepared based upon City standards using the City's template. The special provisions will include time of completion, liquidated damages, and work hours, traffic control as well as other necessary information.

CivilSource will prepare the bid schedule based upon the City's standard forms and combine the City's general conditions and our special provisions to develop the project specifications. Every bid item in the bid schedule will have a special provision specification reference to assure the contractor knows the level of effort and materials to be furnished within each pay item. All specifications will be prepared in conformance with the City's latest adopted version of Microsoft Word and Excel software.

Task 10. Engineer's Construction Cost Estimates

CivilSource will also provide an estimate of probable construction cost for use by the City in evaluating received bids and verifying the project budget. Unit costs will be developed based upon recent bid tabs from the region as well as from input from regional Contractors. A quantity estimate and construction cost estimate will be prepared and submitted along with each plan review submittal to the City. All bid items, quantities, and estimates will be prepared in accordance with requirements set by the Director of Public Works to satisfy funding source requirements. Estimates will be provided at 70% and 90% completion submittals and final estimate upon final submittal in excel format.

Task 11. 70% Engineering Submittal

CivilSource will prepare a Preliminary Design Submittal at approximately 70% completion and meet with the City of Costa Mesa staff to review the submittal. As stated in the RFP, we will perform a field review of the project with City staff. As an important element of this work, we will prepare horizontal alignment and preliminary profile showing all clearances. We will station the new storm drain facilities in our plans making reference to the existing stations of the existing storm drain improvement plans obtained from the City. CivilSource will present to the City all constraints, probable conflicts and discuss options and recommend solutions for the City's review and approval. At the conclusion of the 70% submittal review and following receipt of formal comments from City of Costa Mesa staff Civilsource will document all decisions and obtain agreement on all recommendations before proceeding with the 90% Engineering submittal. As a minimum, this submittal will include the following:

- Recommend alignment of storm drain
- Complete set of Improvement plans
- Work sketches of details and sections
- Preliminary cost estimates
- Hydraulic Analysis (proposed and existing)
- Specification w/special provisions
- Copies of utility coordination letters

Task 12. 90% Engineering Submittal

CivilSource will prepare 90% engineering plans that will include all 70% comments made by the City, final alignment, and detailed profile with street hydrology and hydraulic calculations.

As a minimum, this submittal will include the following:

- Complete set of updated plans
- Updated Hydraulic Calculations/Report
- Drainage Easements (if required)
- Updated cost estimate
- Project Specifications

Task 13. Final Engineering Submittal (100%)

CivilSource will prepare the Construction Documents and submit to the City of Costa Mesa for review at approximately 100% complete. This submittal shall incorporate all the City's 90% review comments and be based on the previous Engineering decisions. The Engineering files will contain Preliminary and final construction quantities and cost estimates and updates, quantity take off sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, survey information, and all related correspondence. The Final submittal would include:

- Original mylar plans
- Drainage plan and profile sheets
- Details, standard plans list and general notes
- Final Hydrology and hydraulic reports
- Final Quantity and construction cost estimates (QCE)
- Final Project Specifications
- Resident Engineer Files (2)
- Survey information, monuments and other related documents
- One set of bluelines

All 90% design review comments will be included in the final engineering submittal.

Task 14. Bidding and Construction Phase

CivilSource will attend the pre-construction meeting and other meetings with staff, other agencies and the public as required. CivilSource will prepare addenda as necessary, and provide responses to the contractor's questions regarding the plans and specifications during the bidding and construction phases. CivilSource will be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

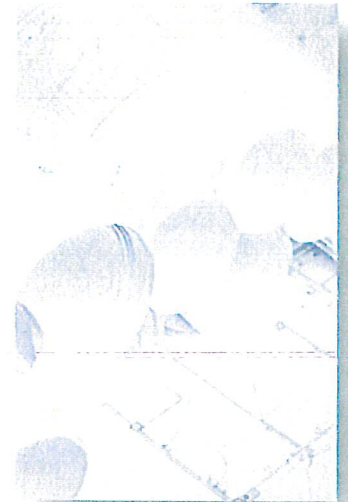


EXHIBIT B
FEE SCHEDULE



October 19, 2012

Fariba Fazeli, PE
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

RE: Fee Proposal to Provide Professional Engineering Services for the Design of the Industrial Way Water Quality and Storm Drain Improvements

Dear Ms. Fazeli:

In response to the City of Costa Mesa's (City) request, CivilSource, Inc. (CivilSource) is pleased to present this fee proposal to provide professional engineering services for the design of the Industrial Way Water Quality and Storm Drain Improvements. We are committed to meeting the City's needs and can offer the services as outlined in our proposal for a not-to-exceed total lump sum of \$69,745.

We thank you for the opportunity to submit our fee proposal and we look forward to further discussions with you regarding your project. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at aamirani@civil-source.com.

Respectfully submitted,
CivilSource, Inc.

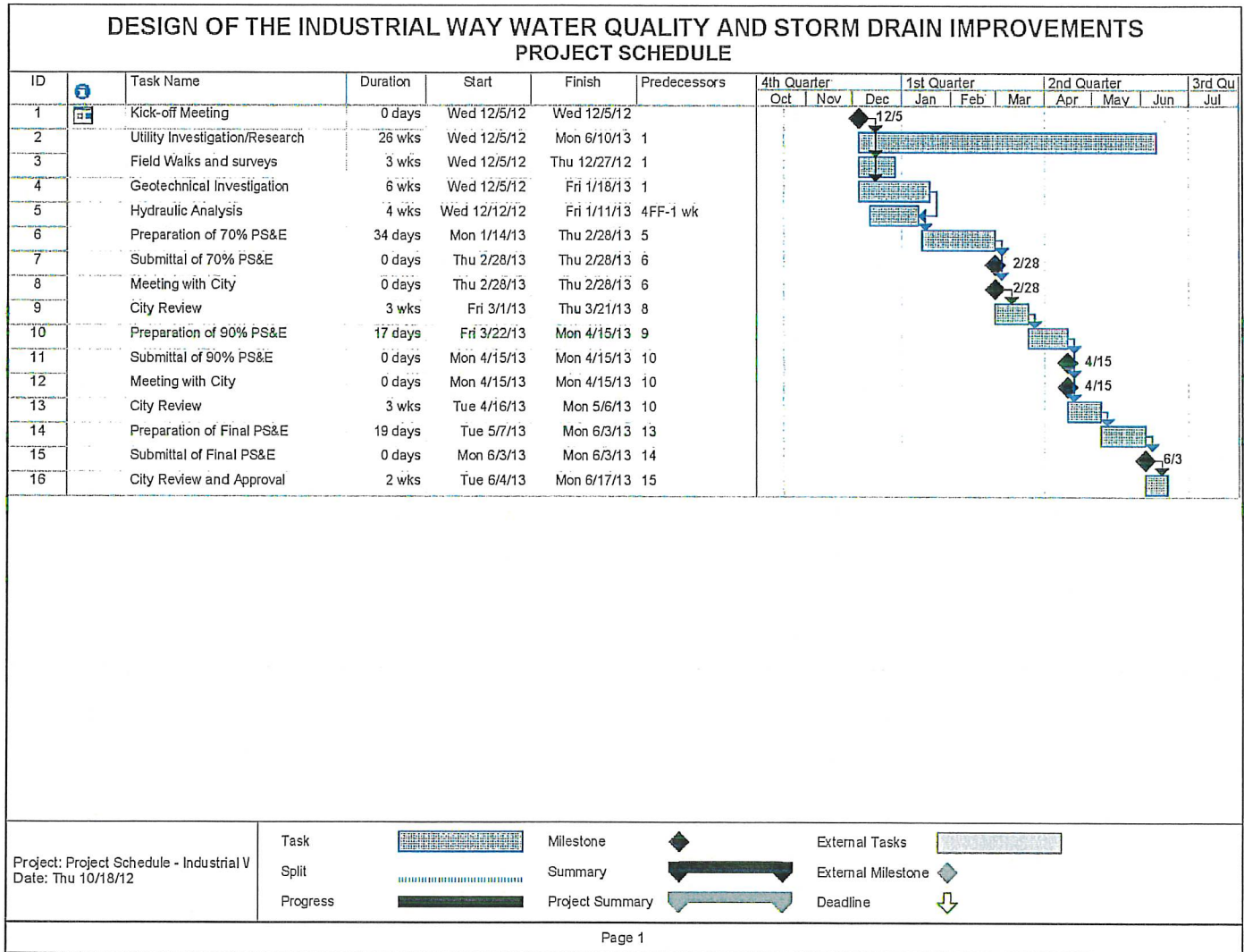
A handwritten signature in cursive script that reads "Amy Amirani".

Amy Amirani, P.E.
Principal

EXHIBIT C
PROJECT SCHEDULE

PROPOSED SCHEDULE

The key to effective schedule control is to measure actual progress and compare it to planned progress on a timely and regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the Master Project Schedule with a supplemental schedule to keep careful track of where each individual component stands. This will improve your project manager's reporting, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary. As a result, your projects are completed on schedule.



● ● ●

The CivilSource team offers a proven approach based on experience, and a commitment to complete our assignments in a timely and cost-effective manner.

● ● ●

EXHIBIT D

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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