



CITY OF COSTA MESA

Department of Public Services/Administration

INTEROFFICE MEMORANDUM

TO: Tom Hatch, Chief Executive Officer

FROM:  Ernesto Munoz, Public Services Director

DATE:  August 30, 2012

SUBJECT: ~~DESIGN SERVICES - PROFESSIONAL SERVICES AGREEMENT WITH~~
KABBARA ENGINEERING

The attached two (2) original Professional Services Agreements with Kabbara Engineering are being forwarded for your approval and signature.

This contract will provide for the design of the **Fairview Park Storm Drain Improvements**. The project consists of constructing a storm drain system in Fairview Park to address flooding issues in the vicinity of Canyon Drive and Pacific Avenue.

Kabbara Engineering will conduct detailed hydrology study and hydraulic analysis, prepare construction documents, technical specifications, and cost estimate.

Kabbara Engineering has been selected on a competitive basis as the most qualified consultant to complete the scope of work for this project. They have completed several projects for the Public Services Department in the past, including the Walnut Place Storm Drain Improvements.

This project is funded by \$500,000 from Capital Improvement Funds. Funding was appropriated in Fiscal Year Budget 2012-2013.

The City Attorney has reviewed and approved the Professional Services Agreement as to content and form; and Kabbara Engineering has furnished the necessary insurance, which has been reviewed and approved by the Risk Management office. After execution of this contract, we will direct the consultant to proceed with the work.

Please let me know if we can answer any questions relative to this item.

Attachment: Professional Services Agreement (two copies)

c: Fariba Fazeli, Interim City Engineer

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 4th day of September, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a Sole Proprietary ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional services for the design of Fairview Park 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 Forty Eight Thousand Four Hundred and Forty Dollars (\$48,440.00).

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 September 1, 2014, 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:

Kabbara Engineering
121 North Harwood St.
Orange, CA 92866
Tel: 714-744-9400
Fax: 714-744-9771
Attn: Leah Kabbara, 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.

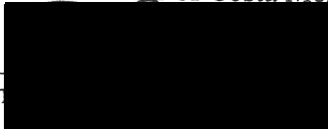
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation



Chief Executive Officer of Costa Mesa


Date: 9/7/12



Department

Date: 8.30.12

CONSULTANT



Leah Kabbara, Principal Engineer
Name and Title

Date: August 30, 2012



Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

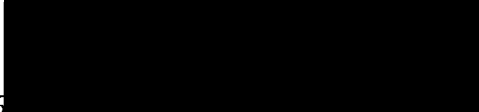

Date: _____

APPROVED AS TO INSURANCE:



Date: 8/29/12

APPROVED AS TO CONTENT:



Project Manager

Date: 8-30-12



Public Director

Date: 8-30-12

EXHIBIT A
CONSULTANT'S PROPOSAL

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF
FAIRVIEW PARK STORM DRAIN IMPROVEMENTS PROJECT**

1. INTRODUCTION

The City has determined that at this time an upgrade to the existing dirt ditch located along southerly end of Fairview Park from Canyon Drive to Pacific Avenue is required. Presently, the dirt ditch drains into a drainage easement located at the midway of the dirt ditch. The drainage easement is within private properties and via an open channel conveys the surface runoff into Canyon Drive. The runoff is collected into an underground storm drain system on Canyon Drive at the intersection of Modjeska Circle. The City's Master Drainage Plan has identified the existing underground storm drain system as deficient to convey the 10-year storm.

The City has an aerial topography survey and a soils report for Fairview Park. The Fiscal Year 2012-2013 approved budget includes \$500,000 for the design and construction of this project.

The scope of services consists of two phases 1) Preliminary Engineering, and 2) Final Engineering.

The Preliminary Engineering phase includes utility investigation; hydrology study and feasibility report; developing and evaluating no fewer than two (2) alternative solutions acceptable to the City of Costa Mesa to mitigate the capacity and flooding concerns.

The Final Design phase includes preparation of plans, specifications and cost estimates for the approved storm drain system; including soil testing, design survey, asphalt and concrete work (if needed), basin diversion and design, and all other pertinent work as required.

In general, the following is the minimum scope of work required for the Preliminary and Final design phases:

- Conduct design survey and prepare base maps;
- Conduct drainage study and prepare a hydrology report;
- Provide Hydraulic Analyze for the proposed drainage conveyance systems;
- Evaluate three alternatives for consideration and acceptance;
- If detention basin or bioswale is feasible within the project limits calculate the acre-feet of storage; and prepare grading plans as required;
- If the proposed alternative involves other agencies, coordinate the project and obtain the necessary permits from the affected agencies;
- Prepare the final construction plans and cost estimates;
- Determine right-of-ways (ROW) and if required, process all necessary drainage easements.

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 ten 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, 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

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

D. Field Survey and/or Conducting Geotechnical Investigation

The Consultant shall include \$10,000 as a separate item in the fee schedule for the City's use in case Geotechnical Investigation and/or additional surveying will be needed as requested by the Consultant and approved in writing by the City's Project Manager.

E. Alternative Studies and Recommendation

The Consultant shall develop and analyze two (2) possible alternatives to mitigate the flooding problems within the drainage area. The consultant shall perform all necessary calculations (i.e. drainage study and hydraulic calculations, cost estimates, etc.) for each alternative and make recommendation for the preferred alternative.

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. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
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 (if needed), 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, Caltrans office, and the City of Newport Beach.
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. Drainage Report

Conduct a 25-year hydrology study to determine the total tributary drainage area and the flow. Determine the depth of water in the street and/or existing open channel, prepare hydraulic calculations. Prepare construction documents for the proposed storm drain system (The minimum acceptable pipe size is 24" RCP or HDPE.)

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each proposed alternative. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal.

K. Project Document Submittal and Plan Information

PHASE I (Preliminary Engineering)

- a) Hydrology study; two (2) alternatives analysis, reports, cost estimates and recommendation.

PHASE II (Final Engineering)

- a) Field survey and base map (if needed).
- b) 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.
- c) Second submittal (five sets): 90% completion of plans, specifications, and construction cost estimates and recordation of all necessary drainage easements.
- d) 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.
- e) Obtain the necessary permits (if needed).
- f) Before submitting project documents for the first check, plans shall have plan views (existing and proposed), typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items, and general notes.
- g) Plans and specifications must be signed and/or stamped by the Consultant before submitting.

- h) 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.
- i) 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 Aerial Topography and soil report.
- b) Providing specification format to Consultant.
- 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 know fully 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.

K A B B A R A E N G I N E E R I N G

CIVIL ENGINEERS • LAND SURVEYORS

August 17, 2012

City of Costa Mesa
Public Services/Engineering Division
77 Fair Drive, 4th Floor
Costa Mesa, California 92628-1200

Attention: Ms. Fariba Fazeli, P.E., Interim City Engineer

Subject: Proposal to Provide Professional Engineering Services for the Design of Fairview Park Storm Drain Improvements Project

Dear Ms. Fazeli:

Kabbara Engineering is pleased to submit to the City of Costa Mesa our proposal for Professional Engineering Design Services for the subject storm drain improvement project. We have reviewed existing record plans, documents and reports, and reviewed the project and drainage tributary areas using Google Earth, in an effort to fully understand the proposed scope of work required for this project.


Kabbara Engineering has successfully completed the design of numerous similar storm drain, drainage and detention project in recent years, including the Walnut Street Drainage Improvements for the City of Costa Mesa.

Kabbara Engineering is dedicated to technical excellence and high-quality services. As evidenced by our Experience Profile and by the quality of our references, Kabbara Engineering understands the importance of producing a quality product that proceeds on a predictable schedule, is designed within budget, and experience minimum construction change orders.

The Kabbara Engineering Team will be led by Project Manager, Leah Kabbara, P.E., and Mr. Bill Kabbara will serve as the Project Engineer-in-Charge.

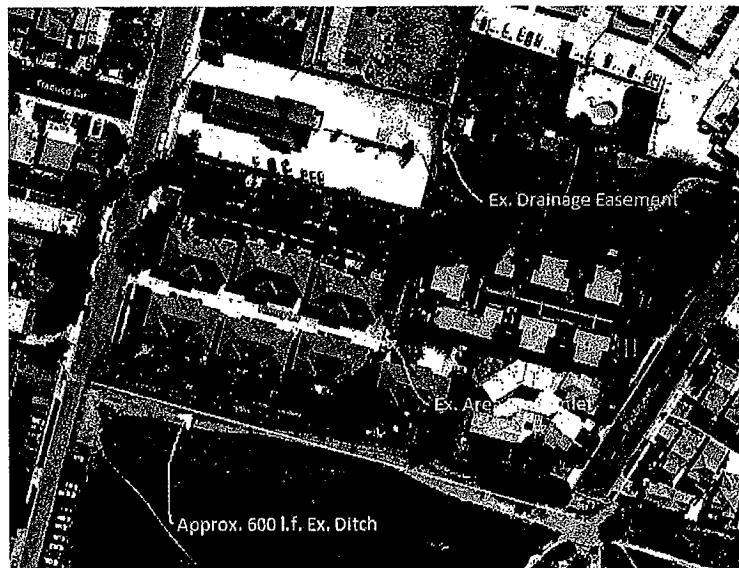
Please note that this proposal is valid for a period of 90 days from the date of this letter. Thank you for the opportunity to respond to this RFP. We look forward to working with you on this project. If you have any questions, please contact me at (714) 744-9400, Extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING


Leah Kabbara, P.E.
PRINCIPAL ENGINEER

PROJECT UNDERSTANDING

This project consists of the development of preliminary design concepts and the final design for the storm drain improvements to replace existing dirt ditch drainage facilities located along the southerly end of Fairview Park from Canyon Drive to Pacific Avenue, in the City of Costa Mesa, County of Orange, State of California.

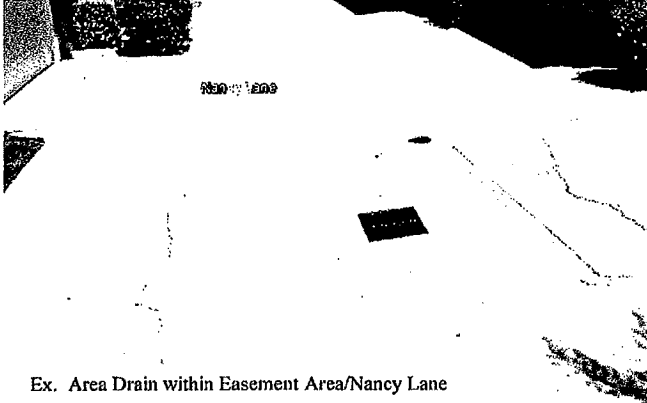


The existing system consists of approximately 600 linear feet of dirt ditch running along the southerly end of Fairview Park from Canyon Drive to Pacific Avenue. The existing dirt ditch currently drains into a drainage easement located at the midway between Canyon Drive and Pacific Avenue. The drainage easement is within private properties and via an open channel conveys the surface runoff into Canyon Drive. The surface runoff on Canyon Drive flows northerly to an existing 7-foot catch basin and storm drain system located on the north west corner of Canyon Drive and Modjeska Circle. The City's Master Plan of Drainage has indicated that the existing underground storm drain system is deficient to convey the 10-year storm runoff.



The existing ditch is heavily vegetated and there seems to be no positive drainage pattern. An analysis of the capacity of the existing dirt ditch will be an initial step. The location and alignment of the existing high pressure gas line and overhead power lines will be critical to the preliminary design and alignment of any proposed improvements.

Special consideration will also be given to any grading limitations imposed by the Park, due to the presence of native plant and wildlife species adjacent to the project area.



City staff has indicated that existing residences in the area are experiencing flooding.

Ex. Area Drain within Easement Area/Nancy Lane

We have reviewed the City Master plan of Drainage, Plate II, and examined the area tributary to this drainage system, which consists mostly of Fairview Park lands and some portion of Canyon Drive School lands. According to Plate II, the tributary area appears to be roughly 125 acres, which is bounded on the north by the North Costa Mesa Storm Drain Channel (D04) and on the east by the Placentia Victoria Storm Drain.

Based on the County of Orange Hydrology Manual, we anticipate that the 25-year runoff will from the tributary area will be in excess of 300 cfs.

In order to alleviate flooding in the area, we anticipate that several alternates will be considered, including detention, infiltration and routing.

SCOPE OF WORK

In an effort to expedite and maintain the City Schedule, we have developed a scope of work outlining the following required steps necessary to complete this project:

A. Project Analysis and Review, Meetings & Cost Accounting

1. Attend one Kick-off Meeting with the City, where the scope of work, design criteria, project goals and objectives, and the project schedule will be reviewed and approved.
2. Compile and review all available documents provided by the City of Costa Mesa, obtain and review all necessary documents and maps (as required) from the County of Orange and City of Newport Beach.
3. Organize and attend 4 progress meetings with City staff for design review and coordination purposes. Includes preparation of meeting minutes within 2 days of meeting.

B. Utility Investigation & Coordination

1. Notify all affected public utility companies, governmental agencies, sanitary and water districts using City of Costa Mesa utility coordination procedures, and identify overhead and underground facilities and substructures using existing record documents and atlas

maps provided by the various utility companies. Includes 3 notifications via certified mail or email.

2. Coordinate with all existing affected utility companies and request verification of location and depth of their facilities for design purposes. Identify anticipated conflicts and make recommendations for potholing, if required, to the City's Project Manager.
3. Obtain approval in writing from affected utility companies for any utility work and clearance (if required).
4. Prepare a Utility Notification Log to track utility company contacts and responses. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

C. Field Engineering

1. Perform 3 field walks with City Staff to review and confirm drainage tributary areas, locate and mark removals and limits of construction. Field walks shall be scheduled as needed to verify existing conditions and work requirements, and to ensure the accuracy of the plans.

D. Field Survey and/or Conducting Geotechnical Investigation (Allowance)

1. Conduct field survey and/or geotechnical investigation (by subconsultant), if needed, as directed in writing by the City's Project Manager.

E. Alternative Studies and Recommendation

1. Base Maps: Utilize existing City-provided digital aerial topographic map for the project tributary area, and prepare a hydrology map and base map for the project area. Also, prepare a topographic base map for the project area alternates, utilizing the City-provided aerial topography, and using computer aided drafting (AutoCAD 2010). Plot existing utilities, property lines, rights-of-way, easements, topographic features required for design purposes, etc. at (H) 1"=20' and (V) 1"=2'. Make recommendations to the City for any necessary field survey, as required for design purposes.
2. Hydrology & Hydraulic/Drainage Report: Prepare final Hydrology calculations for anticipated 25- year flows using the Orange County Hydrology Model. Prepare a Hydraulic analysis of the proposed storm drain system. Includes verification of catch basin/inlet sizing and depth of flow in street, pipe or existing ditch/open channel. Hydraulic calculations will be prepared according to the County of Orange Hydraulic Design Manual. Submit Final Hydrology and Hydraulic Report for the proposed final storm drain system, to the City of Costa Mesa for review and approval with the Final PS&E.
3. Preliminary Design Report: Prepare one preliminary design report including the discussion and analysis of two (2) feasible storm drain design alternatives for the proposed project. Includes a summary of the hydrologic findings, conceptual alignment plan, preliminary cost analysis, and recommendation.

F. Construction Documents

1. Prepare 1 set of preliminary storm drain improvement plans and profiles for the City approved design alternate at a scale of 1"=20' (H) and 1"=2' (V). The plans shall show the construction of proposed drainage improvements for the preferred final alternate, including swales, storm drain pipes, gutters, inlets/outlets/catch basin(s), and all required miscellaneous improvements. Includes construction notes, bid item numbers, typical sections, and miscellaneous details, as required.
2. Prepare one set of preliminary specifications in City of Costa Mesa format, including all City required attachments and bid proposal.
3. Prepare Preliminary Opinion of Probable Cost for the Project, using Microsoft Excel.
4. **Submit 5 sets of prints of 70% Improvement Plans, Specifications & Cost Estimates, to City for review and comments.**
5. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, plan and profile sheets.
6. Prepare Final Specifications and Final Opinions of Probable Construction Cost.
7. **Submit 5 sets of prints of 90% Improvement plans, Specifications and Cost Estimate, to City for review and comments.**
8. Revise and plot one set of Final Improvement Plans, Specifications and Estimate for the project.
9. **Prepare & Submit two copies to City of Resident Engineer's File for the project, including quantity calculations, cost estimates, utility notification log, and copies of all correspondence related to the project as required by the City.**
10. **Submit Final Improvement Plans, Specifications and Cost Estimate for the project, to the City, on 22"x34" Mylar and in digital format on flash drive using AutoCAD 2010, for final approval. Specifications and estimates shall be submitted in hard copy and on flash drive using Microsoft Word and Excel 2000.**

G. Bidding & Construction Phase Services

1. Perform Bidding and Construction Phase coordination such as written clarification of plans and specifications, preparation of addenda, preparation of permit applications and permit processing (if required), preconstruction meeting attendance and other meeting attendance with City staff, other agencies and or the public as requested by the City.

OPTIONAL SERVICES (available upon request):

- a. *Prepare one legal descriptions and exhibits for each lot requiring a drainage easement, per the preferred alternative. Submit legal descriptions and exhibits to City of Costa Mesa for review and approval prior to recordation.*
- b. *Structural engineering design (if required) for special structures, walls, etc.*
- c. *WQMP or SWPPP*

ORGANIZATION CHART

CITY OF COSTA MESA

Fariba Fazeli, P.E.
Interim City Engineer

KABBARA ENGINEERING

Leah A. Kabbara, P.E.
Principal Engineer/ Project Engineer

KABBARA ENGINEERING

Ithiel Carter, Ph.D, L.S.
Land Surveyor

KABBARA ENGINEERING

Bill Kabbara, P.E., P.L.S.
Principal Engineer/Project Manager

**Southern California
Soil & Testing Inc.**
Garrett Fountain, P.E., G.E.
Geotechnical Engineer
(Subconsultants)

KABBARA ENGINEERING

Robert Harvick, BSCE, E.I.T.
Design Engineer

KABBARA ENGINEERING

Ryan Salhab, BSCE, E.I.T.
CAD Designer

TECHNICAL SUPPORT

(As Required)

RESUMES**KABBARA ENGINEERING****LEAH KABBARA, P.E., *Principal Engineer/Project Manager*, Kabbara Engineering**

Bachelor of Science, Civil Engineering - 1983, University of California, Irvine
 Professional Civil Engineer - California - RCE 41879

Ms. Kabbara, Project Engineer for Kabbara Engineering, has more than twenty-seven years of experience in the design of public works, redevelopment, sewer, water and drainage projects. As Project Manager, Ms. Kabbara is responsible for the quality assurance reviews, scheduling, manpower, and for maintaining a high level of communication with clients and staff. Ms. Kabbara has been responsible for the design and management of numerous alley and other public works projects including LEED certified park improvements, Green street design, pavement rehabilitation, storm drain, flood control, master plans of drainage, inundation studies, sewer, water, and institutional projects. Ms. Kabbara most recently served as Project Manager for the Walnut Avenue Drainage Improvements for the City of Costa Mesa, the Orange Park Acres Storm Drain (South Reach) and the Prado Basin Inundation Study for the County of Orange, the Park Avenue Storm Drain Improvements for the City of Laguna Beach, and the Foothill Boulevard Storm Drain and San Antonio Channel Widening Improvements for the City of Upland.

BILL KABBARA, P.E., *Principal Engineer/Project Engineer*, Kabbara Engineering

Bachelor of Science, Civil Engineering - 1982, University of California, Irvine
 Bachelor of Science, Biological Sciences - 1982, University of California, Irvine
 Master of Science, Civil Engineering - 1985, California State University, Long Beach
 Professional Civil Engineer - California - RCE 40812
 Professional Land Surveyor - California - LS 6624

Mr. Kabbara has over twenty-eight years of professional engineering experience, with a specialization in public works projects. Mr. Kabbara has been the Project Engineer in charge of preparing numerous Alley and Street Rehabilitation, storm drain, streetscape and pavement rehabilitation plans, specifications and estimates, and has conducted numerous special evaluations and studies specifically for the City of Costa Mesa, and various other cities in the Southern California area. As Project Engineer, Mr. Kabbara will act as the central design figure in the work. He has performed work for both public agencies and private developers. Mr. Kabbara recently served as Project Engineer for the City of Costa Mesa's Walnut Street Drainage Improvements, the County of Orange's Orange Park Acres Storm Drain (South Reach), and for improvement/lining of Santiago Creek and the Taft Avenue & Glassell Street Master Plan Storm Drain Improvements for the City of Orange. Mr. Kabbara's also has most recent experience includes serving as project engineer for design of the Marquita, Palizada and Cabrillo Storm Drain and Detention Basin projects for the City of San Clemente, the Brand Boulevard M.T.D. Storm Drain Improvements for the City of Glendale, and the Hidden Crest Drainage Improvements for the City of Laguna Niguel.

DR. ITHEL CARTER, PhD., L.S., Land Surveyor, Kabbara Engineering
 Bachelor of Science, Mathematics - University of California, Santa Barbara
 Master of Science, Mathematics - University of California, Santa Barbara
 Doctorate, Mathematics - University of California, Santa Barbara
 Professional Land Surveyor - California - I.S 6759

Dr. Carter has over twenty-five years of professional land surveying experience, which includes extensive experience in control and topographic surveying, data collection and reduction, profiling and cross sections, construction staking, right-of-way mapping, legal descriptions and exhibits, and boundary analysis. Dr. Carter is responsible for field survey and mapping coordination, review and approval of survey field work, managing and scheduling crews and coordination with the project engineer to ensure timely, thorough and accurate survey control and data for all phases of survey work.

ROBERT HARVICK, E.I.T., Design Engineer, Kabbara Engineering
 B.S., Civil Engineering – 1998, California State University, Fullerton
 EIT – California – XE 105468

Mr. Harvick has over ten-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Harvick's recent experience includes computer-aided design and drafting for the Design of Three Alleys (75, 76 & 116) for the City of Costa Mesa, and for the Olive Heights Alley Improvement Project for O.C. Public Works; Mr. Harvick also provided AutoCAD drafting and design capabilities for the numerous storm drain projects for the Cities of San Clemente, City of Upland, City of Downey, City of Burbank, and City of Laguna Beach, within the last 5 years.

RYAN SALHAB, E.I.T., CAD Design Engineer, Kabbara Engineering
 B.S., Civil Engineering – 2011 (with Honors), University of California, Los Angeles
 EIT – California – XE 141810

Mr. Salhab has over two-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Salhab's recent experience includes computer-aided design and drafting for the Design of the Olive Heights Alley Improvement Project for O.C. Public Works; Mr. Salhab also provided AutoCAD drafting and design capabilities for the Foothill Boulevard Storm Drain improvements for the City of Upland, within the last 2 years.

SUBCONSULTANT**GARRETT FOUNTAIN, P.E., G.E., *Geotechnical Engineer*, Southern California Soil & Testing Inc.**

Bachelor of Science, Civil Engineering- University of Arizona

Registered Civil Engineer, California - R.C.E. 63885

Registered Geotechnical Engineer, California-G.E. 2752

As Principal geotechnical engineer and project manager for Southern California Soil and Testing, Inc., Mr. Fountain is responsible for the management of geotechnical engineering studies and investigations for many types of infrastructure and transportation projects throughout Southern California. Mr. Fountain has over 16 years of professional experience and his projects have involved extensive pavement rehabilitation projects, bridges, buildings, water and wastewater treatment facilities, and numerous municipal and private street improvement projects. Mr. Fountain is familiar with the geotechnical engineering aspects of trenching, shoring, bedding and backfill for storm drains as well as the Standard Specifications for Public Works Construction as related to these facilities. Mr. Fountain has provided geotechnical and pavement design for numerous storm drain, water, and street rehabilitation projects as a part of the Kabbara Engineering team for over 10 years.

SIMILAR PROJECT EXPERIENCE

PROJECT: WALNUT STREET DRAINAGE IMPROVEMENTS

City of Costa Mesa

77 Fair Drive, 4th Floor
 Costa Mesa, California 92867
 Public Services Division
 Ms. Fariba Fazeli, P.E.
 Interim City Engineer
 (714) 754-5378
FARIBA.FAZELI@costamesaca.gov

Project Completion Date: 2008
 Project Cost: \$492,000
 A/E Fee: \$77,000

Kabbara Engineering developed preliminary alignment studies, and Hydrology and Hydraulic analyses of all feasible solutions for the existing drainage issues existing within public easements across several private residential properties, in the City of Costa Mesa, California. This project involved preparation of aerial and field topographic surveys, utility coordination, and final design for the storm drain improvements to replace existing drainage facilities located at 445 Walnut Street with a closed pipe system between 445 and 441 Walnut Place in a narrow easement between two existing buildings. Project included coordination with private property owners. This system consists of approximately 752 linear feet of pipe with 3 catch basins. The upstream 208 linear feet of 30" RCP was designed for a 100 year storm since it is a sump condition without a secondary overflow. The remaining system consists of approximately 544 lineal feet of a elliptical concrete pipe (38"x60") running from the intersections of Irvine Boulevard with Costa Mesa Street, then up Costa Mesa Street to the project address at 455 Costa Mesa Street.

PROJECT: ORANGE PARK ACRES STORM DRAIN SOUTH REACH

OC Public Works

2301 N. Glassell Street
 Orange, California 92867
 Operations & Maintenance Division
 Mr. Vinh Tran, P.E.
 Senior Civil Engineer
 (714) 955-0210
Vinh.Tran@rdmd.ocgov.com

Project Completion Date: 2007
 Project Cost: \$1,646,000
 A/E Fee: \$92,835

Orange County Public Works retained Kabbara Engineering to prepare construction plans, specifications and estimates for this Prop 42 funded master planned storm drain improvement project in the unincorporated Orange Park Acres area of the County of Orange. This project extended the existing 72" storm drain in Orange Park Boulevard from the intersection of Amapola Avenue, southerly to westerly in Meads Avenue to 300 feet west of Shetland Lane (approximately 2,525 l.f.). The project included construction of new Type V Inlets on Meads Avenue to pick up runoff from the tributary areas south of Meads Avenue and at the existing sump area at the intersection of Amapola Avenue and new decomposed granite horse trails on top of the new pipe to replace the existing ditch. The project also included hydrology and hydraulic studies, field survey, preliminary storm drain alignment analysis, CEQA environmental documentation, public outreach, water quality control plan preparation, and street improvements along Orange Park Boulevard consisting of pavement replacement and Asphalt Rubber Hot Mix resurfacing, and new traffic striping.

PROJECT: TAFT AVENUE STORM DRAIN IMPROVEMENT

City of Orange

300 East Chapman Avenue
 Orange, California 92866-1626
 Department of Public Works
 Mr. Amir Farahani, P.E.
 Principal Civil Engineer
 (714) 744-5566
afarahani@cityoforange.org

Project Completion Date: 2004
 Project Cost: \$983,468
 A/E Fee: \$54,480

The City of Orange retained Kabbara Engineering to prepare preliminary alignment studies and final improvements plans, specifications, and construction cost estimates for Phase 1 & Phase 2 storm drain improvements in Taft Avenue from the County owned Collins Channel to Glassell Street. The project also included preliminary main line alignment for the proposed future Phase 3 extension from Glassell Street to Cambridge Street. Kabbara Engineering analyzed the existing City Master Plan Hydrology, found errors, and developed proposed accurate storm drain solutions for the existing flooding problems which had occurred at the intersection of Taft and Glassell. Project included extensive hydrology and hydraulic calculations, geotechnical investigation and report, extensive County, SCE and utility coordination, 66" & 54" RCP and laterals, junction structures, manholes, waterline relocation details, construction phasing, traffic striping, catch basin construction, pavement, driveway, sidewalk, bus pad, curb and gutter reconstruction. Project was completed on schedule and within budget.

PROJECT: HIDDEN CREST WAY DRAINAGE IMPROVEMENTS

City of Laguna Niguel

27791 La Paz Road
 Laguna Niguel, California 92677
 Mr. Frank Borges, P.E.
 SENIOR CIVIL ENGINEER
 (949) 362-4325
fborges@ci.laguna-niguel.ca.us

Project Completion Date: 2004
 Project Cost: \$395,000
 A/E Fee: \$60,000

Kabbara Engineering was retained by the City of Laguna Niguel to perform an extensive hydrology and hydraulic study and to prepare improvement plans, specifications and estimates for the extension of an existing storm drain pipe for approximately 1,000 feet southerly from Paseo de Colinas/ Gardenia in the Street of the Golden Lantern, and the upgrade and connection of slope and the existing 300 l.f. storm drain line located in the easement extension from Hidden Crest Way, in the City of Laguna Niguel. The purpose of this project was to mitigate the flooding problems which were occurring at the Hidden Crest Way/ Baroness Lane knuckle, in the Concord at Laguna Heights residential community, and the public traffic safety issues related to the significant surface and culvert discharge onto a major arterial highway. Project included extensive hydrologic modeling of existing and proposed conditions and preparation of several drainage alternatives for City review and approval. Project also included landscape and irrigation plans for the reconstruction of private properties affected by the proposed construction.

PROJECT: 248 WEST AVENIDA PALIZADA, STORM DRAIN IMPROVEMENTS & AVENIDA CABRILLO STORM DRAIN DETENTION PROJECTS

City of San Clemente

910 Calle Negocio, Suite 100
 San Clemente, California 92673
 Department of Public Works
 Mr. Ben Parker P.E.
 SENIOR CIVIL ENGINEER
 (949) 361-6138
ParkerB@san-clemente.org

Project Completion Date: 2003
 Project Cost: \$ 850,000
 A/E Fee: \$112,785

Kabbara Engineering was selected by the City of San Clemente to prepare plans, specifications and estimates for the proposed storm drain projects which were required to alleviate severe flooding of residences on each street. West Avenida Palizada included construction of 36" RCP storm drain system with a C.D.S. Pollution Control Device, from Avenida Palizada to an existing County owned 66" RCP facility in the environmentally sensitive Marquita Canyon. Kabbara Engineering was responsible for preparation of a Mitigated Negative Declaration for this project including Biological, Archeological, Paleontological and Noise Studies with recommended mitigation measures. Project also included landscape and irrigation improvements PS&E for restoration of canyon slope and private properties affected by the construction. The Avenida Cabrillo project included construction of a dual 96" RCP with overflow structures and an 18" RCP flow through detention basin system within the existing street. Project also included Hydrology and Hydraulic calculations and report, construction phasing, traffic control & striping, catch basin, sidewalk, pavement, driveway and curb & gutter replacement.

PROJECT : LOS FELIZ STORM DRAIN IMPROVEMENTS MTD NO. 1579 SPEC No. 2738, STPL 5144(018) STATE EA No. 07-927135.

City of Glendale

633 East Broadway, Room 205
 Glendale, California 91206-4388
 Department of Public Works
 Mr. Omar Moheize, P.E.(now with City of Burbank)
 Principal Engineer
 (818) 238-3943
omoheize@ci.burbank.ca.us

Project Completion Date : 2000
 Project Cost: \$1,200,000
 A/E Fee: \$133,400

Kabbara Engineering was responsible for preparing plans, specifications and construction cost estimates for storm drain improvements as a part of the 2.5 mile federally funded South Brand Boulevard improvement project through a busy commercial and business area of the City. This project included 1500 feet of new L.A. County MTD reinforced concrete storm drain construction, including hydrology and hydraulic calculations and report, catch basin sizing and construction, and County Permit processing and coordination. Project also included preparing and processing the application and securing the funding for the project from Caltrans. Kabbara Engineering also processed and obtained Caltrans Certification of PS&E for the project. The project also included a Geotechnical investigation with storm drain construction recommendations, and evaluation of existing pavement and proposed pavement alternatives including rubberized asphalt and latex additives. Project also included landscape/street tree improvements, traffic signing and striping plans, signal loop replacement. This project was completed on-schedule and on-budget with no fee increases.

EXHIBIT B
FEE SCHEDULE

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
FAIRVIEW PARK STORM DRAIN IMPROVEMENTS PROJECT**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer / Traffic Engineer	Civil Designer	CADD	Clerical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
A. PROJECT ANALYSIS & REVIEW, MEETINGS & COST ACCOUNTING								
1. RESEARCH & REVIEW EX. DOCUMENTS				2	2			\$500
2. MEETINGS (5)	8			8				\$2,520
SUBTOTAL COST								\$3,020
B. UTILITY INVESTIGATION								
1. UTILITY NOTIFICATIONS & COORDINATION				4			8	\$1,120
2. UTILITY NOTIFICATION LOG WITH COPIES OF ALL CORRESPONDENCE				2			4	\$560
SUBTOTAL COST								\$1,680
C. FIELD ENGINEERING								
1. PERFORM FIELD REVIEW WITH CITY STAFF (3 JOB WALKS)				6				\$900
SUBTOTAL COST								\$900
E. ALTERNATIVE STUDIES AND RECOMMENDATIONS								
1. BASE MAPS				1		24		\$1,950
2. HYDROLOGY & HYDRAULICS / DRAINAGE REPORT				40	4	4	1	\$6,765
3. PRELIMINARY DESIGN REPORT				40	2		1	\$6,265
SUBTOTAL COST								\$14,980
F. CONSTRUCTION DOCUMENTS								
1. PRELIMINARY STORM DRAIN IMPROVEMENT PLANS & PROFILES (20 SCALE), DETAILS & TITLE SHEET				40	32	50		\$12,950
2. PROJECT SPECIFICATIONS				4			8	\$1,120
3. OPINION OF PROBABLE CONSTRUCTION COSTS				2	4			\$700

KABBARA ENGINEERING MAN-HOUR FEE SCHEDULE

FOR
FAIRVIEW PARK STORM DRAIN IMPROVEMENTS PROJECT

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer / Traffic Engineer	Civil Designer	CADD	Clerical	TOTAL COST
Hourly Rate	\$165	\$160	\$210	\$150	\$100	\$75	\$65	
4. FINAL STORM DRAIN IMPROVEMENT PLANS, PROFILES & TITLE SHEET				24	16	32		\$7,600
5. FINAL PROJECT SPECIFICATIONS				4			4	\$860
6. FINAL OPINION OF PROBABLE CONSTRUCTION COSTS				2	2			\$500
7. FINALIZE PS&E ON MYLAR, WITH DIGITAL COPIES				2	4	8	4	\$1,560
8. PREPARE 2 COPIES OF RESIDENT ENGINEER FILE				1	2		8	\$870
SUBTOTAL COST								\$26,160
G. BIDDING AND CONSTRUCTION PHASE SERVICES (HOURLY ESTIMATE)								
1. BIDDING AND CONSTRUCTION COORDINATION AS REQUESTED BY CITY STAFF (HOURLY ESTIMATE)				8				\$1,200
SUBTOTAL COST								\$1,200
REIMBURSABLE EXPENSES								
1. REIMBURSABLE /REPROGRAPHIC EXPENSE ALLOWANCE, INCLUDING DELIVERIES, CERTIFIED MAILINGS, & PRINTS (CONSTRUCTION BID SETS NOT INCLUDED)								\$500
SUBTOTAL COST								\$500
GRAND TOTAL								\$48,440

EXHIBIT C
PROJECT SCHEDULE

PROJECT SCHEDULE

for CITY OF COSTA MESA

FAIRVIEW PARK STORM DRAIN IMPROVEMENTS PROJECT

ID	Task Name	Duration	Start	Finish	Qtr 4, 2012			Qtr 1, 2013			
					Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	KICKOFF MEETING	1 day	Wed 9/19/12	Wed 9/19/12	◆ 9/19						
2	RESEARCH & REVIEW	5 days	Thu 9/20/12	Wed 9/26/12							
3	UTILITY COORDINATION	40 days	Thu 9/27/12	Wed 11/21/12							
4	BASE MAPS	7 days	Thu 9/27/12	Fri 10/5/12							
5	HYDROLOGY & HYDRAULIC REPORT	7 days	Mon 10/8/12	Tue 10/16/12							
6	PRELIMINARY DESIGN REPORT	10 days	Wed 10/17/12	Tue 10/30/12							
7	SUBMIT PRELIMINARY DESIGN REPORT TO CITY FOR APPROVAL	1 day	Wed 10/31/12	Wed 10/31/12			◆ 10/31				
8	UPDATE SURVEY DATA & BASE MAP (AS REQUIRED)	15 days	Thu 11/1/12	Wed 11/21/12							
9	SUBMIT UPDATED BASE MAP TO CITY	1 day	Mon 11/26/12	Mon 11/26/12				◆ 11/26			
10	70% PLANS, SPECIFICATIONS & ESTIMATE	14 days	Tue 11/27/12	Fri 12/14/12							
11	70% PS&E AND FINAL HYDRAULICS SUBMITTAL	1 day	Mon 12/17/12	Mon 12/17/12							◆ 12/17
12	70% CITY REVIEW	5 days	Tue 12/18/12	Wed 12/26/12							
13	90% PLANS, SPECIFICATIONS, ESTIMATE	20 days	Thu 12/27/12	Fri 1/25/13							
14	90% PS&E SUBMITTAL	1 day	Mon 1/28/13	Mon 1/28/13							
15	90% CITY REVIEW	10 days	Tue 1/29/13	Mon 2/11/13							
16	FINALIZE PS&E	12 days	Tue 2/12/13	Wed 2/27/13							
17	DELIVER FINAL PS&E TO CITY FOR APPROVAL	1 day	Thu 2/28/13	Thu 2/28/13							◆ 2/28












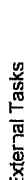

NAME/ACCOUNT/BUDGET Design of Alleys 010, 044 & 104/ \$	 Task  Critical Task  Progress  Milestone  Summary  Rollover Task  Rollover Critical Task  Rollover Milestone  Rollover Progress  Split	 External Tasks  Project Summary  Group By Summary
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EXHIBIT 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 I A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

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



CERTIFICATE OF LIABILITY INSURANCE

KABBENG-01

HBCT07

DATE (MM/DD/YYYY)

8/20/2012

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

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

PRODUCER License # 0564249 (OC) Heffernan Insurance Brokers 6 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707	CONTACT NAME: PHONE (A/C, No, Ext): 1 (714) 361-7700 FAX (A/C, No): 1 (714) 361-7701 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Kabbara Engineering 121 N. Harwood St. Orange 92866-1626	INSURER A : Citizens Insurance Company of America	
	INSURER B : Hanover American Insurance 36064	
	INSURER C : Argonaut Insurance Company	
	INSURER D :	
	INSURER E :	
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		OBF908728701	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			OBF908728701	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZF911732101	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	PROFESSIONAL LIABILITY			1AE1204202	8/3/2012	8/3/2013	LIABILITY \$ 2,000,000
C	LIABILITY			1AE1204202	8/3/2012	8/3/2013	AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Projects as on file with the insured including but not limited to Fairview Park Storm Drain Improvements. The City of Costa Mesa, its elected and appointed boards officers agents and employees are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Costa Mesa Public Services/Engineering
 Attention: Ms. Fariba Fazeli, P.E., Interim City Engineer
 77 Fair Drive, 4th Floor
 Costa Mesa, CA 92628

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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KABBENG-01

YOUSH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2012

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

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PRODUCER License # 0564249 (OC) Heffernan Insurance Brokers 6 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707	CONTACT NAME: Sherry Young PHONE (A/C, No., Ext): 1 (714) 361-7700 FAX (A/C, No.): 1 (714) 361-7701 E-MAIL ADDRESS:													
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OBF908728701	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZF911732101	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			1AE1204202	8/3/2012	8/3/2013	LIABILITY 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Projects as on file with the insured including but not limited to Fairview Park Storm Drain Improvements. The City of Costa Mesa, its elected and appointed boards officers agents and employees are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Costa Mesa Public Services/Engineering
 Attention: Ms. Fariba Fazeli, P.E., Interim City Engineer
 77 Fair Drive, 4th Floor
 Costa Mesa, CA 92628

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**I. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II – LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) “Your work” for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the “bodily injury”, “property damage” or “personal and advertising injury”;

(2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the “bodily injury”, “property damage” or “personal and advertising injury” arises out of the sole negligence of the lessor;

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional

services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

The following is added to **SECTION III – COMMON POLICY CONDITIONS:**

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When **b.(2)** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.(3)** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability.**

When this insurance is excess, we will have no duty under **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II – Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

- a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

IV. Blanket Waiver of Subrogation

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".