

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 29th day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALBERT GROVER & ASSOCIATES, INC., a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to design a new traffic signal at the intersection of Baker Street and Randolph Avenue, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Twenty-Three Thousand Six Hundred Fifty-Five Dollars (\$23,655.00).

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the Project Schedule set forth in Consultant's Proposal. 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 three (3) years, ending on August 28, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" 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, and hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other 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 this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*).

Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

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

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

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

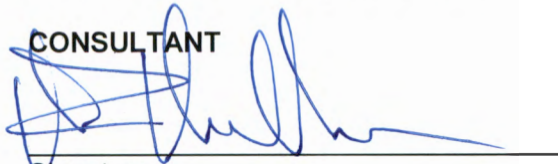
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

[Signatures appear on following page.]

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

CONSULTANT


Signature

Date: August 29, 2018

Executive Vice President

[Name and Title]

33-0574555

Social Security or Taxpayer ID Number


CITY OF COSTA MESA



Thomas Hatch
City Manager

Date: 9/12/18


ATTEST:



Brenda Green
City Clerk



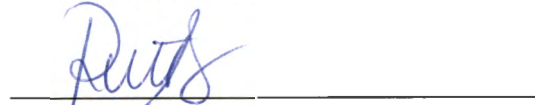
APPROVED AS TO FORM:



Thomas Duarte
City Attorney

Date: 09/12/18

APPROVED AS TO INSURANCE:



Ruih Wang
Risk Management

Date: 9/6/18

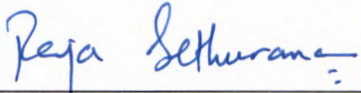
APPROVED AS TO CONTENT:



Shijeel Muhammad
Project Manager

Date: 9/6/18


DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 9-6-18

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 9/10/18

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

May 21, 2018

**SUBJECT: REQUEST FOR PROPOSALS – ENGINEERING DESIGN SERVICES
FOR BAKER STREET AND RANDOLPH AVENUE TRAFFIC SIGNAL**

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering design services for the design of a traffic signal at the intersection of Baker Street and Randolph Avenue as shown in Exhibit A. The scope of services generally consists of the following:

- Phase 1: Topographic Survey, Utility Research, & Project Data Collection
- Phase 2: Plans, Specifications, & Estimates (PS&E)

Final PS&E shall be developed as a “Turnkey” project for advertisement and construction.

BACKGROUND

The intent of the subject improvement project is to construct a new traffic signal at the intersection of Baker Street and Randolph Avenue, as shown in Exhibit A, to mitigate current operational issues. Traffic congestion during the AM and PM peak periods along Baker Street has made turning movements increasingly difficult. Several development projects along Randolph Avenue have increased traffic volumes crossing this street.

Baker Street is a 4-lane (2 lanes each direction) primary arterial serving east-west traffic within the city. There are Class II bike lanes along the north and south side of Baker Street. The posted speed limit along Baker Street within the project limits is 40 mph. At the Randolph Avenue intersection, there are left-turn lanes which provides access to the residential development to the north and commercial and industrial areas to the south. Adjacent land uses along Baker Street are primarily residential on the north side while the south side are primarily commercial uses.

Randolph Avenue is a collector street serving north-south traffic. North of Baker Street is the Pentridge Cove development where Randolph Avenue terminates at the northerly end of the development. South of Baker Street, Randolph Avenue consists of an undivided 4-lane (2 lanes in each direction) road with parking allowed on both sides of the street with a posted speed limit of 35 mph. Adjacent land uses along Randolph Street consist of commercial and industrial uses.

SCOPE OF SERVICES

The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction is established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

PHASE I - Topographic Survey, Utility Research, & Project Data Collection

The project area is defined as the intersection of Baker Street and Randolph Avenue. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials and obtain the required City permits.
3. Perform a field topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. The survey shall extend 100' into cross streets. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Establish City right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map.
5. Research and establish the precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation/coordination.
6. Plot the detailed survey notes and electronic mapping files at 40 scale via CAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, back of sidewalk, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles (light, traffic signal, and power), hydrants, catch basins, signs, valves, and manholes, etc.

PHASE II – Plans, Specifications, & Estimates (PS&E)

The preparation of final traffic signal design plans, specifications and estimates, and utility coordination shall conform to CA MUTCD, Caltrans, and City standards. Traffic signal plans shall be 1"=20' scale; signing and striping plans shall be 1"=40' scale on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized.

Plans are to be fully detailed to advertise and construct the project, including:

- Surveying
- Traffic Signal Plan
- Signing and Striping plan
- Special Provisions
- Processing and Approvals
- Curb, Gutter, & Sidewalk
- Contract Documents
- ADA Improvement Details
- Utility Adjustments/Relocations

For the 50% and 90% submittal, 3 sets of plans, specifications, and estimate shall be submitted. Plans shall be submitted on 24" x 36" bond paper and specifications and estimate shall be hard copy submittals. Final plans shall be submitted on 4 Mil. erasable mylar per the City standards while specifications and estimates shall be submitted electronically (.docx, .xlsx, .pdf, etc.).

1. Plot all physical features including BCR, ECR, flow-lines, centerlines, angle points, top of curb, back of sidewalk, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles (light, traffic signal, and power), fire hydrants, catch basins, signs, water valves, manholes, etc. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of project.
2. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.
3. The consultant shall include \$10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.
4. Prepare traffic signal plans for the intersection of Baker Street and Randolph Avenue. Plans shall include, but not limited to, traffic signal pole and mast arm locations, conduit, traffic signal pole and conduit schedules, cables, phase diagrams, and other appurtenant items to ensure proper traffic signal operation. The consultant shall coordinate with Edison on any necessary street light and power pole relocations.
5. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction proposal form and contract agreement will be furnished to the Consultant by the City.

6. The Consultant will be requested to review and approve any queries related to City's request for bid documents and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.
7. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 50% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.
8. Conduct a field walk-through with the City during the first PS&E submittal.
9. Prepare and submit a Resident Engineer's file containing, at a minimum; final construction quantities and cost estimates with background calculation work sheets; survey data; Utility File; and all relative project information.
10. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications, and estimates.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight and demonstrate a concerted and sustained commitment to provide a high-quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held once a month every month for the duration of the contract. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City's review of the work status and accomplishments occurring each month. A copy of the CPM software program and monthly updates shall be furnished to the City Project Manager.

Content of Proposal

It is requested that the following be submitted with your proposal:

1. Project Understanding – provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organizational chart and staffing plan identifying personnel on this project, with a brief resume on each individual (two pages max per person) and recent projects on which they have worked of a similar type. Identify the project manager with a detailed resume, and the

- individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar traffic signal projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency's contact person.
 6. Comply with Professional Services Agreement requirements (see attached PSA).
 7. Submittal of **three (3)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted in a separate sealed envelope labeled, "COST PROPOSAL - ENGINEERING DESIGN SERVICES FOR BAKER STREET AND RANDOLPH AVENUE TRAFFIC SIGNAL". The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses, be itemized under the following phases:

Phase I:	Topographic Survey, Utility Research, & Project Data Collection	\$ _____
Phase II:	Plans, Specifications, & Estimates (PS&E)	\$ _____
Total Not-To-Exceed Costs		\$ _____

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

Contract Changes

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

Right to Reject all Proposals

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

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

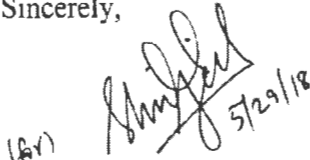
interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, **on or before 5:00 p.m., June 14, 2018**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of delivery.

Tentative Schedule of Events from Issuance of the RFP to Award of Contract:

- RFP Distributed May 29, 2018
- Deadline for Written Questions June 11, 2018 at 5:00 p.m.
- Responses to Written Questions June 14, 2018
- **Proposals Due June 21, 2018 at 5:00 p.m.**
- Approval of Contract July 2018

If additional information is required, please contact Shirjeel Muhammad, Senior Engineer, at (714) 754-5298, or email at: shirjeel.muhammad@costamesaca.gov.

Sincerely,

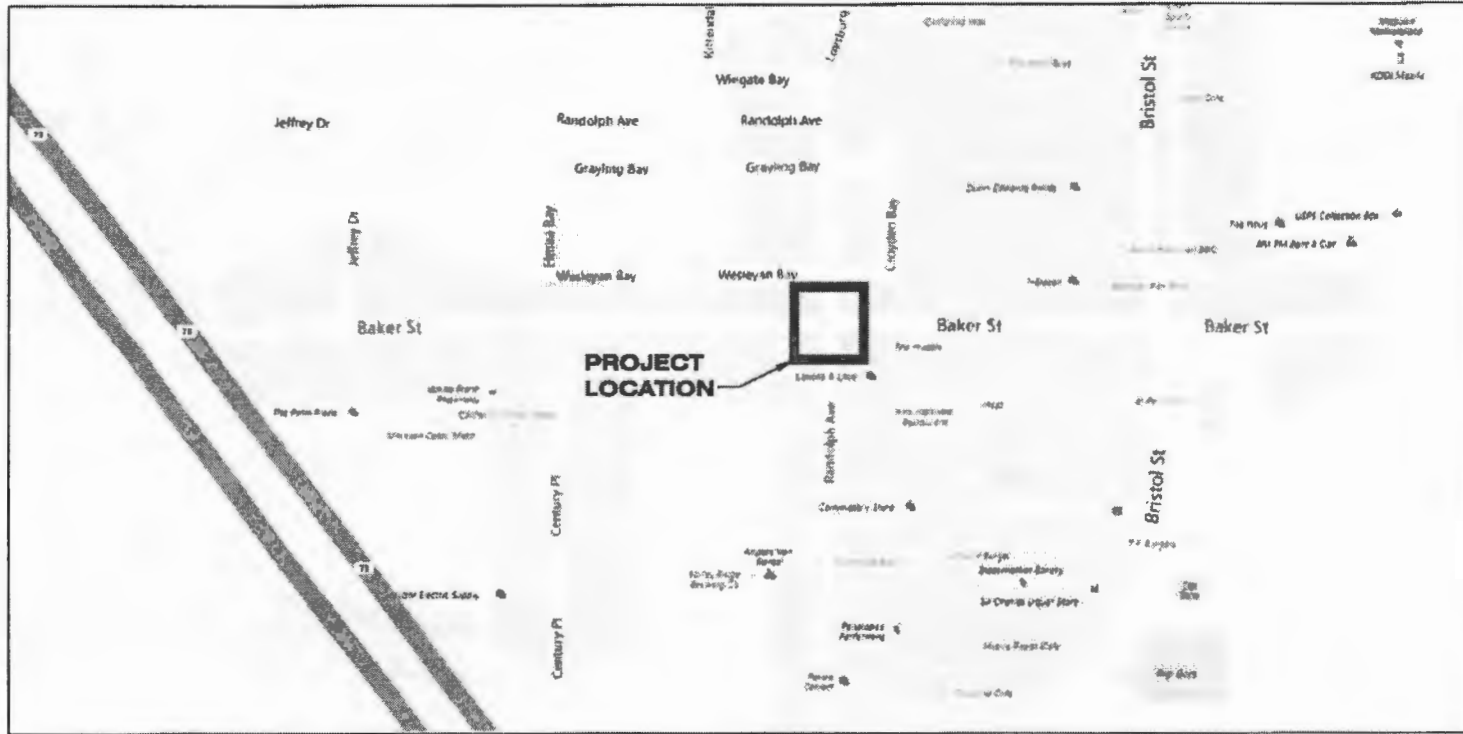


JENNIFER ROSALES
Transportation Services Manager

Attachments: 1. Exhibit A - Project Location Map
2. Exhibit B - City Standard Agreement and Certificate of Insurance Forms

cc Raja Sethuraman, Public Services Director

EXHIBIT A



↑
NOT TO SCALE



BAKER STREET AND RANDOLPH AVENUE TRAFFIC SIGNAL

EXHIBIT B
CITY STANDARD AGREEMENT AND
CERTIFICATE OF INSURANCE FORMS

This Agreement template is for informational purposes only and is intended for use as an example to vendors showing the City's requirements. When making a request, please submit only the Request form, above, and supporting documents.

**PROFESSIONAL SERVICES AGREEMENT
FOR**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform _____ as described herein below; 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 specific services in connection with the project described below (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 the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant 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. 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.

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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 "D," 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 ___ (X) year, ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated 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 and maintain during the life of this Agreement all of the following insurance coverages:

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

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

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

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

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

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 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:

Tel:
Fax:
Attn:

IF TO CITY:

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

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

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

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

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.

6.12. 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.

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa
CONSULTANT

Date: _____

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

1. The dangers of drug abuse in the workplace;
2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/23/2010

PRODUCER

[REDACTED]

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

[REDACTED]

INSURER A: Travelers Indemnity Co. of Connecticut
 INSURER B: Travelers Property Casualty Co of America
 INSURER C: Liberty Insurance Underwriters, Inc.
 INSURER D: Travelers Casualty Ins. Co. of America
 INSURER E:

** Sample **

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	8/15/2009	8/15/2010	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
1	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	[REDACTED]	8/15/2009	8/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$0				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[REDACTED]	9/1/2009	9/1/2010	<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
	OTHER Professional Liability	[REDACTED]	3/25/2010	3/25/2011	\$1,000,000 per claim \$2,000,000 annual aggr

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RECEIVED

MAR 24 2010

RISK MGMT.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

City of Costa Mesa
 77 Fair Dr.
 Costa Mesa CA 92626

CANCELLATION: 10 Day Notice for Non-Payment of Prem

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

Sample

POLICY NUMBER: ...

COMMERCIAL GENERAL LIABILITY
ECG 24 514 05 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

June 7, 2018

SUBJECT: REQUEST FOR PROPOSALS ADDENDUM NO. 1 – ENGINEERING DESIGN SERVICES FOR BAKER STREET AND RANDOLPH AVENUE TRAFFIC SIGNAL

Dear Consultant:

This addendum, effective on this date, addresses the following items:

AMENDMENTS TO PROPOSAL:

Sheet 2 of proposal, titled “SCOPE OF SERVICES”; Under *Phase I*, following articles are to be read as amended below:

3. Perform a field topographic survey thru the project area to establish enough horizontal and vertical controls for the design and construction of new Traffic Signal Standards and Foundations. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations as per standard practice prevalent in the Orange County Region.

6. Within the established project limits, the base CAD file should include but not limited to; existing BCR, ECR, centerlines, angle points, top of curb, back of sidewalk, driveways (X & Y), pavement marking & striping, all utilities, structures, walls, trees and landscape, hydrants, catch basins, traffic (or non-traffic) signs, and manholes.

The contents of this addendum shall have precedence over all related provisions within the RFP documents. It is the intent of the City to clarify the above-mentioned items to all proposers and should it be necessary to request clarification on these matters, please direct all inquiries to shirjeel.muhammad@costamesaca.gov

All other items in the Request for Proposals remain unchanged.

Sincerely,

for
SHIRJEEL MUHAMMAD
Senior Engineer

c: Raja Sethuraman, Public Services Director
Jennifer Rosales, Transportation Services Manager

EXHIBIT B
CONSULTANT'S PROPOSAL

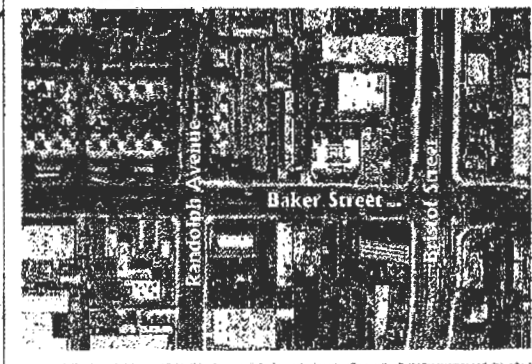
Technical Proposal to Provide
ENGINEERING DESIGN SERVICES
for the Design of a
NEW TRAFFIC SIGNAL
at the Intersection of
**BAKER STREET
AND RANDOLPH AVENUE**

Submitted to



June 21, 2018

Submitted By





June 21, 2018

Ms. Jennifer Rosales
Transportation Services Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92628

RE: Design of a New Traffic Signal at the Intersection of Baker Street and Randolph Avenue

Dear Ms. Rosales:

Albert Grover & Associates (AGA) is pleased to respond to the City of Costa Mesa's Request for Proposal (RFP) dated May 21, 2018, to provide professional traffic engineering services to design a new traffic signal at the intersection of Baker Street and Randolph Avenue.

Enclosed please find three copies of our Technical Proposal to provide the requested services. Our proposal is based on the City's RFP; the hundreds of new traffic signals that we have designed; and our extensive knowledge and experience in all phases of traffic engineering that we have acquired in the 25 years in which we have been conducting business throughout Southern California, and especially in the City of Costa Mesa.

Our Technical Proposal provides details our project understanding and proposed work plan; presents our proposed project schedule; identifies key project personnel; and lists relevant past experience (with appropriate references). As requested in the RFP, our Fee Proposal has been included under separate cover.

This proposal is valid for a period of 90 days from the date indicated above. Should you have any questions regarding this Technical Proposal, please contact me. I am authorized to negotiate and sign contracts for AGA.

We look forward to working with the City of Costa Mesa on this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Miller", is written over a horizontal line.

Mark Miller, P.E., T.E., PTOE
Executive Vice President

Proposals\Costa Mesa\Baker-Randolph Signal Mod\Technical Proposal\Baker-Randolph Proposal Letter.docx

TABLE OF CONTENTS

	PAGE
1. Project Understanding.....	1
2. Work Plan	2
Phase I – Topographic Survey, Utility Research, & Base Plan.....	2
Phase II – Plans, Specifications, & Estimates (PS&E).....	3
Quality Assurance/Quality Control.....	4
3. Schedule	5
4. Organization Chart and Staffing Plan	6
5. Similar Traffic Signal Projects	8
6. Professional Services Agreement.....	9

APPENDIX

A Resumes of Key Personnel

SECTION 1 PROJECT UNDERSTANDING

Albert Grover & Associates (AGA) is a multidiscipline engineering firm specializing in municipal and transportation engineering. AGA is a California Corporation and Small Business Enterprise which was established in 1993 in Fullerton. Our design projects are based not only on our extensive design expertise and experience, but also our "real world" operational experience, further ensuring that our designs are operationally sound. Each project is carried out with the highest degree of pride and professionalism and a dedication to satisfy the client's need. AGA offers professional services that range from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us among the forerunners in the total service concept.

Our proposed project team members have discussed this project and agreed on the project approach presented in this proposal. Other than field topographic survey and any required potholing of utilities, all design efforts will be performed by AGA engineers working out of our Fullerton offices. With this proposal it is our intention to make this design effort as "turnkey" as possible for City staff requiring as little of their time as possible in project oversight and plan reviews.

The purpose of this project is to design a new traffic signal at the intersection of Baker Street and Randolph Avenue. Because traffic congestion along Baker Street has significantly increased during the morning and evening peak periods, turning movements from Randolph Avenue onto Baker Street have become difficult to execute. This project is intended to improve access to and from Randolph Avenue while minimizing traffic impacts and delays to through traffic on Baker Street.

Baker Street is an east-west primary arterial consisting of four lanes with Class II bike lanes on both sides of the roadway. There are left turn lanes allowing access into the residential neighborhoods on the north and the commercial/industrial developments on the south. The posted speed limit is 40 mph.

Randolph Avenue is classified as a collector street. The northern section provides access to the Pentridge Cove development. The southern section is a 4-lane roadway with on-street parking and multiple driveways. The posted speed limit is 35 mph.

SECTION 2 WORK PLAN

Following is the Scope of Work to be utilized in preparation of the required traffic signal design plan (including interconnect and signing/stripping modifications), Special Provisions, and cost estimate for the new traffic signal at the Baker Street/Randolph Avenue intersection.

Based on the City's RFP, a package consisting of a signal plan (with all appropriate notes), Special Provisions, and cost estimate will be developed. While not specified in the Request for Proposals, we propose to intercept the existing fiber optic trunk line to Bristol Street to provide communications to the new traffic signal. We also plan on providing modified intersection striping/signing details on the signal plan. Alternatively, if the City desires that a separate interconnect and/or signing and striping plan is provided for the project, AGA will do so at no additional cost.

AGA hereby commits to holding project design meetings monthly during the length of the project. The AGA project manager will prepare agendas, minutes, and make presentations for each meeting. The AGA Project Manager will also keep a Critical Path Schedule for the project that will be updated monthly. The schedule will be shared with the City as a way for the City's project manager to track AGA's project progress.

As outlined in the RFP, we have organized our work elements, or tasks, into two phases which are outlined below.

PHASE I – TOPOGRAPHIC SURVEY, UTILITY RESEARCH, & BASE PLAN

An initial meeting will be held with City staff to discuss the project requirements. Topics of discussion will include the following:

- ◆ Design parameters for the new traffic signal confirming that both north-south and east-west pedestrian crosswalks will be provided.
- ◆ Review of traffic counts to determine the type of signal operation.
- ◆ In order to reduce cost, our initial assumption is that a separate Title Sheet will not be prepared; however, we can prepare one if the City so desires.
- ◆ Discussion on pre-design potholing for utilities in order to properly locate the signal poles.
- ◆ Discussion regarding the service point.
- ◆ Discussion regarding topographic survey details.

We will obtain existing plans from the City including any as-built plans, right-of-way mapping, topographic mapping, and miscellaneous drawings which may be available. It is assumed that the City will provide copies of available plans without cost, and that the City will also provide a list of names of contact persons for utilities within the project limits.

We will collect and verify pertinent topographic information of the intersection to establish enough horizontal and vertical controls for the design of new Traffic Signal Standards and Foundations and reference elevations as per standard practice in Orange County. This task will establish existing and proposed controls including the centerline and street geometrics. As part of the topographic survey, the City's right-of-way boundaries will be established. We will also verify the location of all underground, surface, and overhead utility facilities.

We will determine where interfaces with existing facilities should be constructed and will coordinate with the utility companies regarding the locations of the interfaces. We will comply with the City's "Utility Coordination Procedures" and will maintain a Utility File with all documentation and coordination from the utility companies.

AGA will prepare a base plan at a scale of 1" = 20' showing existing drainage culverts, gutters, walls, driveways, signs, striping, underground and overhead utilities, and all other pertinent facilities within the street right-of-way. The base plan will then be sent to the utility companies to verify the location of utility lines and to determine the proposed electrical service location for the new signal. Coordination with Southern California Edison to provide electrical service for the new traffic signal will be provided.

PHASE II – PLANS, SPECIFICATIONS, & ESTIMATES (PS&E)

50% PLAN SUBMITTAL

AGA will prepare a 50% traffic signal design plan which will conform to the latest Caltrans Standard Plans and Standard Specifications, the most current California Manual on Uniform Traffic Control Devices, and the City's Special Provisions. The topographic data and existing roadway as-built information will be used to create a 1" = 20' scale traffic signal plan for the intersection. The traffic signal plan will show a north arrow, scale, general notes, construction notes, construction legend, centerlines, right-of-way lines, existing improvements, proposed phase assignments, controller location, type and location of poles (pole schedule), conductor schedule, detector locations, conduit locations, and the new electrical service location. Safety lighting and street name sign modifications will also be shown.

Based on our field review, new ADA pedestrian paths of travel and ADA compliant ramps will be designed for all four corners of the intersection.

Any utility conflicts will be identified and resolved during this phase of the work.

It is anticipated that intersection signing and striping will be shown on the signal plan, and that a separate signing/striping plan may not be required.

Three copies of the 50% preliminary design plan will be prepared and submitted to the City for review and approval. This plan will be given to our subcontractor to locate any potholing and utility conflicts for pole location. The 50% plan will show all recorded utilities, edge of pavement, recommended locations of poles, service cabinet, interconnect, controller assembly, and striping modifications.

A field walk-through will be conducted with City staff as part of this first plan submittal.

90% PLAN SUBMITTAL

Three copies of the 90% signal plan will be submitted to and reviewed in detail by City staff to establish a mutual understanding of all improvements required for the intersection. The plans will show the final locations of all poles and signal hardware based on potholing clearances. We will also submit a draft copy of the specifications, including a preliminary construction cost estimate.

100% PLAN SUBMITTAL, SPECIAL PROVISIONS, AND COST ESTIMATES

Utilizing the latest edition of the State of California Department of Transportation Standard Plans and Standard Specifications, and based on the approved preliminary plan, AGA will prepare the final construction plan, Special Provisions to the City's General Provisions, and final construction cost estimate for the intersection.

The City will be responsible for the General Provisions and assembly of the Specifications. All Special Provisions for the various items of work will be provided in an organized and orderly format. The Special Provisions will include Time of Completion, Liquidated Damages, Traffic Control, and Work Hours along with other information deemed necessary. Any unusual circumstances, anticipated difficulties, warnings, or special concerns regarding this project shall be discussed in the Special Provisions.

An engineer's estimate of the construction costs will be prepared based on the final plan, Special Provisions, and on recent bid prices for similar work in the area. The plan and engineer's estimates will be submitted to the City for review and approval. After the City's approval, AGA will make final corrections to the plan, specifications, and cost estimate.

AGA will also develop local (base) timing plans for the proposed signal.

AGA will furnish the City with one set of reproducible of the construction plan and cost estimate, and two copies of the final plan. Additionally, the construction plan will be provided in the latest version of AutoCAD .dwg format on a CD. The cost estimate will be prepared in MS Excel format and will also be provided on the CD, as will the Special Provisions which will be in Microsoft Word .docx format.

It is assumed that the City will furnish construction inspection services for all items related to traffic control, concrete work, etc. AGA's duties and responsibilities during the construction phase will include providing services on an as-required basis for the signal construction. Additionally, AGA will answer any questions during the bidding process, review the bids and recommend award, attend the preconstruction meeting, review shop drawings, and provide the City inspectors with any assistance as required during the construction process.

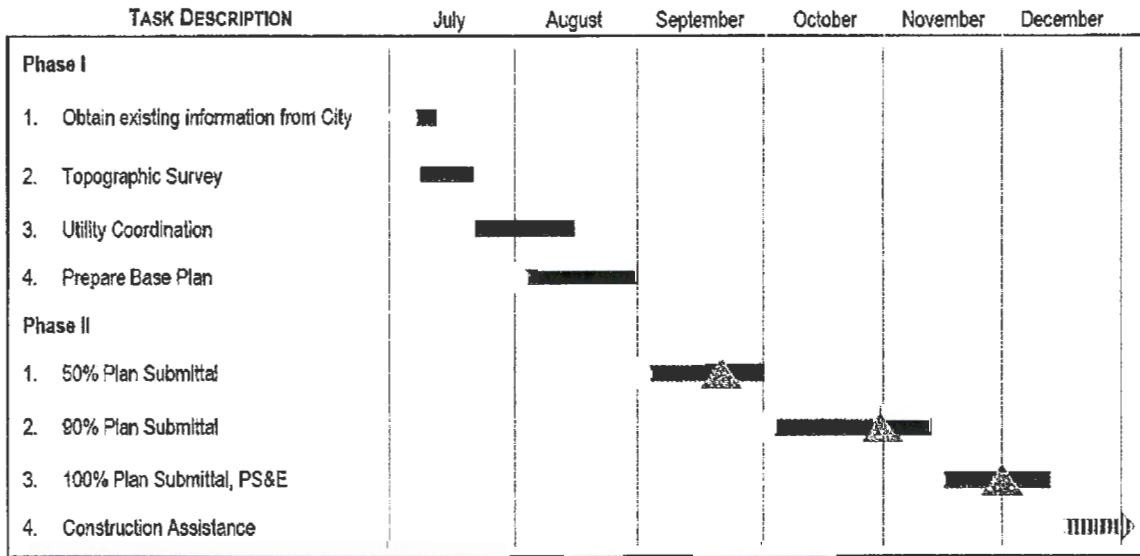
QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Our QA/QC program requires that all deliverables leaving our office be reviewed prior to submittal to the client. All personnel performing work on this project are responsible to ensure its implementation. We have the philosophy that QA/QC is a continuous process to be utilized on plan preparation from conceptual design to final PS&E, as well as when conducting various other professional engineering tasks. Our technical staff is trained to always review work products prior to finalization.

Our experienced QC Manager, Mr. David Roseman, AGA's Principal Transportation Engineer, will conduct an objective review of the work products. When several disciplines are involved in a project, the QC Manager may also seek review assistance when needed from other individuals specializing in those disciplines to verify that all project concepts are being met and all constructability issues are addressed prior to delivery of the project.

SECTION 3 SCHEDULE

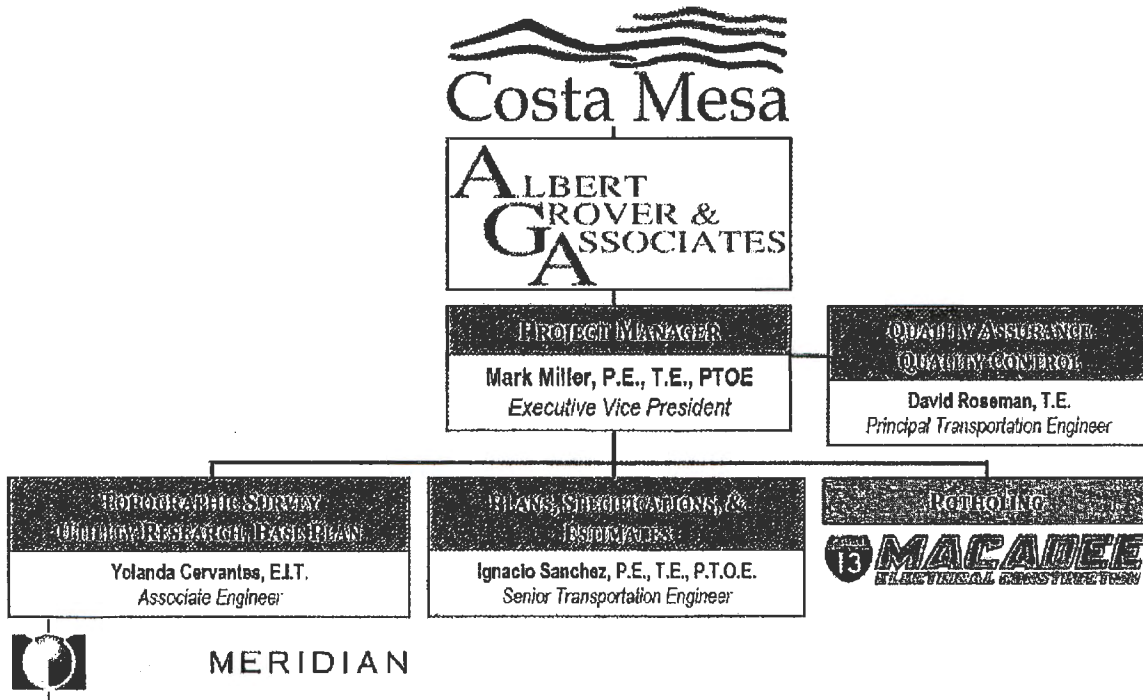
The proposed schedule for the project is shown below. The City has identified July 2018 as a "Notice to Proceed" date, thus our project schedule shows task durations from the date of "Notice to Proceed". A schedule with actual dates will be presented at the project Kick-Off Meeting.



LEGEND

- Task
- Agency Review
- ▲ Meetings
- ▲ Deliverables
- ▢▢▢▢▢ Future Tasks

SECTION 4 ORGANIZATION CHART AND STAFFING PLAN



ALBERT GROVER & ASSOCIATES

All tasks noted in the RFP will be directly overseen and managed by **Mr. Mark Miller, C.E., T.E., P.T.O.E., Executive Vice President** of AGA, and all meetings with the City will be chaired by him. Mr. Miller is a registered Civil Engineer, Registered Traffic Engineer, and Certified Professional Traffic Operations Engineer with a degree in Civil Engineering from California Polytechnic Institute at Pomona. He joined AGA as Vice President in 1993. He has overseen the design and/or modification of hundreds of traffic signals during his 44 years in traffic engineering. Previous employment also includes serving as City Traffic Engineer for the City of Pomona and Assistant Traffic Engineer for the City of Pasadena. Mr. Miller currently serves as Contract Traffic Engineer for the City of Fullerton, spending eight hours per week at City Hall.

Field topographic survey tasks, utility research, and development of the base plan will be the responsibility of **Ms. Yolanda Cervantes, E.I.T., Associate Engineer**. She joined Albert Grover & Associates in 2016 as an Associate Engineer. Her duties include signal design and signal modification plans, fiber communication plans, and other plan modifications for various projects. She has conducted traffic signal design field surveys, developed base plans for design, and performed both geometric and traffic signal engineering design. Prior to joining AGA, she worked as a Traffic Engineering Intern for the City of Santa Ana where she conducted field surveys for traffic signal design and modification plans. She also worked on designs of new traffic signal installations, modification of signalized intersections, striping plans, and implementation of bike lanes.

The new traffic signal plan and specifications will be prepared by **Mr. Ignacio Sanchez, P.E., T.E., P.T.O.E., Senior Transportation Engineer**. Mr. Sanchez is a registered Civil Engineer, Registered Traffic Engineer, and Certified Professional Traffic Operations Engineer with 27 years of experience in the investigation and design of traffic controls, traffic signals, and communications systems. He has designed and/or modified hundreds of traffic signals, designed hundreds of miles of communications systems, and has prepared many signing/stripping plans for municipalities throughout Southern California. His duties at AGA include project management, CAD design, field topo, and preparation of engineering cost estimates on projects relative to traffic signals, communications systems, signing and striping, street lighting, and conceptual improvement plans. He has prepared plans for Caltrans and other government agencies such as the Counties of Riverside and Los Angeles, the Cities of Riverside, Santa Clarita, and Victorville, and for private developers such as Home Depot, Rite Aid, and CVS.

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

Full resumes for each AGA project team member can be found in **Appendix A**.

KDM MERIDIAN LAND SURVEYING (KDM)

KDM Meridian Land Surveying is proposed as a survey subcontractor to AGA performing the design survey. KDM was established in 2000 as a California corporation and is currently a certified Small Business Enterprise. They are a professional land surveying and civil engineering consulting firm specializing in GPS, conventional land surveying, topographic surveys, project mapping, municipal engineering, and capital project management. For the past 18 years, KDM has built a solid client portfolio by consistently meeting the quality requirements, project schedules, and budgets of local, regional, state, and federal agency clients. With their primary office located in Lake Forest, KDM's skilled staff has provided timely, high-quality professional services throughout Southern California.

MACADEE ELECTRICAL CONSTRUCTION

Macadee Electrical Construction is proposed as a potholing subcontractor to AGA performing any and all potholing activities as necessary to accurately locate underground utilities. Macadee is an electrical contracting company located in Chino which specializes in the installation and modification of traffic signals, street lighting, emergency vehicle preemption, battery backup systems, and other traffic signal and street lighting equipment. Family owned and operated, Macadee has been in continuous business since 1985 and is a California corporation, a certified State of California Small Business Enterprise, and fully licensed and insured to work in the State of California.

SECTION 5 SIMILAR TRAFFIC SIGNAL PROJECTS

AGA staff have designed hundreds of new and/or modified traffic signals for governmental agencies and developers throughout Southern California. Following is a list of previously completed projects similar to the proposed project, including the agency personnel most familiar with each particular project. We urge the City to contact any of the listed references.

CITY OF FULLERTON

Project: Design of traffic signals, including interconnect and construction management, at various locations citywide.
Contact: Mr. Don Hoppe, Director of Public Works/Engineering
303 W Commonwealth Ave
Fullerton, CA 92832-1710
(714) 738-6864
dhoppe@cityoffullerton.com

CITY OF MONTCLAIR

Project: Design of various traffic signals, including interconnect, roadway design modifications and construction inspection, at multiple locations Citywide.
Contact: Mr. Noel Castillo, City Engineer
5111 Benito St
Montclair, CA 91763
(909) 625-8571
mcastillo@ci.montclair.ca.us

CITY OF LA HABRA

Project: Design of new traffic signals, including interconnect and construction inspection, at various locations Citywide; design of traffic signals and traffic signal modifications to provide protected or protected/permissive phasing at various locations Citywide, including construction inspection.
Contact: Mr. Michael Plotnik, Traffic Manager
201 E La Habra Blvd
La Habra, CA 90633
(562) 383-4162
mplotnik@lahabracalifornia.gov

CITY OF CERRITOS

Project: Design of traffic signals and interconnect at various locations in the City of Cerritos.
Contact: Mr. Kanna Vancheswaran, Director of Public Works/City Engineer
18125 Bloomfield Ave
Cerritos, CA 90703
(562) 916-1219
kvancheswaran@cerritos.us

SECTION 6 PROFESSIONAL SERVICES AGREEMENT

AGA's executive management team does not have any objections, exceptions, or reservations to contractual language or requirements contained in the Standard Agreement and we hereby, with the submittal of this proposal, agree to each and every clause contained within. For the purposes of an Agreement, Mr. Mark Miller, P.E., T.E., P.O.T.E, Executive Vice President of Albert Grover & Associates, is hereby designated as the company representative authorized to act on behalf of the company with respect to the services specified within the RFP and this proposal and make all decisions in connection therewith. Mr. Miller shall be responsible during the term of the Agreement for directing all activities of the company with respect to the project, and he will devote sufficient time to personally supervise the services provided.

APPENDIX A

Resumes of Key Personnel



MARK H. MILLER, P. E.
EXECUTIVE VICE PRESIDENT

PROFESSIONAL EXPERIENCE

EDUCATION

BS Civil/Traffic Engineering
California Polytechnic University
Pomona, 1974

Northwestern University
Evanston, Illinois
Traffic & Transportation Engineering
Highway Capacity Workshop

Institute of Transportation Studies
Safety Design and Operational Practices
for Streets and Highways (FHWA)
Traffic Signal Equipment & Operations
Urban Street Design
Public Works Inspections
Legal Aspects and Liabilities
Risk Management & Traffic Safety

PROFESSIONAL ASSOCIATIONS

American Public Works Association
American Society of Civil Engineers
City Traffic Engineers Association
Institute of Transportation Engineers
Orange County Traffic Engineering Council
American League of Cyclists

PROFESSIONAL REGISTRATION

Registered Civil Engineer in California
CE #40956
Registered Traffic Engineer in California
TE #1575
Professional Traffic Operations Engineer
PTOE #233

Mr. Miller joined Albert Grover & Associates in 1993 as Vice President, and provides the firm extensive experience in all phases of ITS design, signal interconnect and coordination plans, CCTV installations, traffic signal/signal system design, and street lighting evaluation and design. Mr. Miller began his consulting career with Mohle, Grover & Associates in January, 1990, as a senior engineer to provide professional traffic engineering and operations services. He is a registered Civil Engineer, Traffic Engineer, and Professional Traffic Operations Engineer with over thirty-five years' experience. This includes more than fifteen years serving as a City Traffic Engineer. Mr. Miller has managed many ITS, traffic signal and street light system projects. He has developed and implemented design standards, specifications and cost estimates for traffic signals, interconnect projects, CCTV projects, and street light projects. He also has experience in preparing traffic signal coordination and timing plans. Additionally, Mr. Miller has provided expert witness testimony on a variety of issues. He has served as both a member and the Chairman of the City Traffic Engineers Association (CTE) and, as such, has been instrumental in conducting workshops to educate Traffic Commissioners and Planning Commission from Cities throughout Southern California on various aspects of traffic engineering. Mr. Miller has provided on call as-needed traffic engineering services to the Cities of Cerritos, La Habra, Montclair, San Dimas, Torrance, and Victorville, and is serving as the Contract City Traffic Engineer for the Cities of Fullerton (since 1998) and Placentia.

While employed as City Traffic Engineer for the City of Pomona, he was responsible for a \$3,000,000 operations and capital improvement budget, and managed 14 subordinates in the traffic engineering division. Mr. Miller has "hands on" experience with programming all models of traffic signal

controllers. He has developed numerous traffic signal coordination and timing plans for use with a wide variety of central control and local controller software. His experience also includes four years with the City of Pasadena as an Assistant Engineer in Traffic. He was responsible for the preparation

and review of major transportation studies. He also assisted in the preparation and implementation of the Rose Bowl Major Event Traffic and Parking Study, Madison Heights/Oakknoll Neighborhood Traffic Study, various bikeway studies, traffic control device inventories and traffic safety studies. He also developed a traffic accident recording system.

From 1979 to 1982, Mr. Miller was a Civil Engineer with the Illinois Department of Transportation. During this time, he worked in the Bureau of Traffic and the Bureau of Bridges. He was responsible for establishing policies and contracts for maintenance of major interstate signing projects. He also managed various statewide hazard elimination safety projects. He was responsible for developing traffic signing and pavement marking standards for the Illinois Manual of Traffic Control Devices.

Mr. Miller's engineering experience began when he was an Engineering Assistant in the City of San Dimas, California, for two years. He was involved with the preparation and review and inspection of municipal street improvement projects. He managed a variety of pavement maintenance projects from major street reconstruction to slurry sealing. He performed various traffic engineering functions such as speed surveys, school zone signing, and signing and striping projects, in addition to a wide array of street lighting projects.

The following is a brief listing of specific consulting projects for which Mr. Miller has been responsible:

- ❖ Certification testing of various electronic equipment.
- ❖ Interconnect Analysis, Design and Coordination - Cities of Bakersfield, Cerritos, Chino, Colton, La Habra, Lancaster, Loma Linda, Montclair, Palm Springs, Pomona, Rialto, San Bernardino, Santa Clarita, Temecula, Upland, and Visalia.
- ❖ Multijurisdictional Traffic Signal Synchronization - S.C.A.Q.M.D and Orange County Growth Management Area No. 6.
- ❖ Various Traffic Signal Design, CCTV, Striping & Street Light Design Projects for Cities, Counties, and State.
- ❖ Montclair Plaza Traffic Operations Study - City of Montclair.
- ❖ Roadway Signal Improvements - Cities of Cerritos, Chino, Claremont, Cypress, Ontario, and Upland.
- ❖ Congestion Management Plan - City of Santa Ana.
- ❖ Bridge Design and Load Limit Determination, Statewide, State of Illinois.
- ❖ Annual Statewide Interstate Maintenance Signing Project, State of Illinois.
- ❖ Statewide Hazard Elimination Project for Narrow Bridges, State of Illinois.
- ❖ Identification of High Accident Locations - Cities of Downey, Inglewood and Pomona.
- ❖ Annual Citywide Pavement Maintenance Projects - City of San Dimas.
- ❖ Computerized Traffic Accident Record System - City of Pasadena.
- ❖ Annual Monitoring of Traffic Signal Timing - Cities of Colton, Fullerton, Loma Linda, Montclair, Palm Springs and Rialto.

- ❖ Speed Zone Surveys - Cities of Baldwin Park, Buena Park, Cathedral City, Cerritos, Chino, Cypress, Fountain Valley, Fullerton, Gardena, Hawthorne, Hermosa Beach, Huntington Park, La Habra, Lancaster, Long Beach, Norco, Ontario, Palm Springs, Pomona, San Dimas, San Marino, Santa Ana, Santa Clarita, Santa Fe Springs, Santa Monica, Torrance, and Yucaipa; California State Universities of Fullerton, Long Beach, and Los Angeles; and Antelope Valley Community College.
- ❖ School Safety Studies and Development of Safe Route to School Programs.

PAPERS/PRESENTATIONS

“Strategies to Recapture Lost Arterial Traffic Carrying Capacities.” Presented by Mark Miller at the ITE Annual Conference, Rapid City, South Dakota

“Three Year Experience with Flashing Yellow Arrow Display”
Presented at ITE Annual Conference, Anaheim, California

“Effectively Slowing Drivers - Speed Feedback Signs”
Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii

“School Area Traffic Safety”
Presented at City Traffic Engineers Traffic Commissioners Workshop

“Quantifications of Air Quality Benefits Achieved Through Traffic Signal Coordination”
Presented at ITE District 6 Annual Meeting, Salt Lake City, Utah

“A Successful Multijurisdictional Traffic Signal Coordination Project”
Presented at ITE Annual Conference, Dana Point, California

“Minimize Delay Maximize Progression with Protected Permissive Lead/Lag Phasing”
Presented at ITE Inland Empire Section Technical Workshop

“Microwave Traffic Signal Interconnect - A Viable Alternative to Land Lines”
Presented at ITE District 6 Annual Meeting, Portland, Oregon
(Best Paper Award)



DAVID ROSEMAN, T. E.
PRINCIPAL TRANSPORTATION ENGINEER

EDUCATION

BS Civil Engineering
California State University
Long Beach, CA 1988

Transportation Demand Management
University of California Los Angeles
Public Policy Department 1988

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
Institute of Transportation Engineers

PROFESSIONAL REGISTRATION

Registered Traffic Engineer in California
TE #1585

PROFESSIONAL EXPERIENCE

As the Principal Transportation Engineer for Albert Grover & Associates, Mr. Roseman oversees business development and client relations, and provides expert witness services. In addition, as a project manager for multiple jurisdictions, he oversees staff working on traffic and transportation projects across Southern California, including but not limited to, traffic calming projects, alternative transportation mode projects, speed surveys, traffic signal and geometric design, and transportation planning studies.

Prior to joining AGA, Mr. Roseman was the top transportation official for the City of Long Beach for 13 years. He oversaw all aspects of transportation, traffic and parking in the City including, but not limited to, traffic control device placement, traffic signal design and operations, geometric street design, work area traffic control plans, transportation improvement projects, traffic calming, bicycle and pedestrian facilities, on-

street parking regulations, interagency coordination, development review and coordination, oversight of transportation grants and funds, oversized and overweight truck permitting, and operation and management of City owned off-street parking facilities. He regularly attended City Council, Planning Commission, neighborhood, and other agency meetings, and was the City Representative on the Board of Directors for Long Beach Transit and the City's Pedestrian Safety Advisory Committee.

Mr. Roseman was responsible for the implementation of the nation's first multi-agency (seven jurisdictions) traffic control system; implementation of various innovative bicycle facilities from separated bike lanes to cycle tracks to bike boxes; implementation of the Anaheim Transportation Enhancement Project which provides enhanced transit stops and transit priority for buses; and the implementation of several innovative traffic signal operation projects from countdown pedestrian indications, to specialized programming to reduce speeding in neighborhoods, to flashing yellow arrow operations to improve mobility and address elevated accident rates.

Mr. Roseman was also employed by the City of Los Angeles Department of Transportation (LADOT) for 14 years, where he directed and supervised a staff of engineers and planners in the development and implementation of fifteen major transportation improvement projects; managed the Department's special event program; was project engineer for the multi-agency Santa Monica Freeway Smart Corridor Project; managed development and implementation of intelligent transportation systems and motorist information projects; prepared designs, specifications, and estimates for advanced traffic control and communications systems; directed the design and implementation of a multi-agency network of workstations and expert systems

for traffic control; local, state and federal officials as well as the print and television media; and responded to complaints and service requests; reviewed geometric and traffic signal plans; inspected field installations; and attended community meetings.

As a result of the successful development and implementation of the transportation plan for the 2000 Democratic National Convention, Mr. Roseman was formally recognized by a number of federal, state, and local politicians and agencies. The highest honor was receiving a Certificate of Appreciation from the Director of the United States Secret Service for contributions to the fulfillment of their protective responsibilities.

As a member of LADOT's "Traffic Action Team" responding to the Northridge Earthquake, Mr. Roseman was assigned responsibility for all traffic operations in the northeast San Fernando Valley. He was responsible for directing repair crews, assigning Traffic Officers, developing detours, installing and modifying traffic control devices, and coordinating response efforts with Caltrans, the California Highway Patrol, County of Los Angeles Department of Public Works, the County Sheriff, City of San Fernando, and numerous other City agencies. Quick response efforts were critical to restoring mobility and led to numerous state and national Department recognitions and awards.

EDUCATIONAL ACTIVITIES

California State University, Long Beach

Member of the Civil Engineering Advisory and Development Council: 2008 - present

Lecturer: CE 429/CE 429L Traffic Engineering: 2012 - present

California Polytechnic State University, San Luis Obispo

Guest Lecturer

Georgia Institute of Technology

Guest Lecturer

PAPERS/PRESENTATIONS

"Vanpool Pricing and Market Penetration"

Transportation Research Board 68th Annual Meeting

"Automated Arterial Incident Detection Santa Monica Freeway Smart Corridor"

Institute of Transportation Engineers 65th Annual Meeting

"Incident Manager Control Concept Multi-Agency Coordinated Traffic Management"

Institute of Transportation Engineers 64th Annual Meeting

"Operational Multi-Agency Traffic Management and Expert System"

Intelligent Transportation Society of America 7th Annual Meeting

"Long Beach Area-Wide Adaptive Traffic Control System (Douglas Park)"

18th World Congress on Intelligent Transport Systems



IGNACIO SANCHEZ H., P.E., T.E., PTOE SENIOR TRANSPORTATION ENGINEER

EDUCATION

BS, Civil Engineering
Universidad De Guadalajara, Guadalajara,
Mexico, 1986

Computer Aided Design, and Customizing with
AutoLisp

Fullerton College, 1988, 1989
ArcCAD, ArcView, and Customizing ArcView

Environmental Systems Research Institute
(ESRI), 1994

Iteris Vantage Intermediate Planning Video
Defection Training
Iteris, 2013

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers
Orange County Traffic Engineering Council

PROFESSIONAL REGISTRATION

Registered Civil Engineer in California
CE # 72073

Registered Traffic Engineer in California
TE # 2344

Professional Traffic Operations Engineer
PTOE #2467

Registered Civil Engineer in Mexico
Cedula Profesional #3806180

PROFESSIONAL EXPERIENCE

Mr. Sanchez joined Albert Grover & Associates (AGA) as a Transportation Engineer. His duties include design of traffic signal, signing, striping, and signal interconnect plans; project management; preparation of engineers cost estimates and specifications; GPS unit installations; street lighting design; improvement plans; and development and installation of system graphics for various Traffic Control Systems. Mr. Sanchez has prepared plans for Caltrans and other government agencies including the County of Riverside, County of Los Angeles, the Cities of Riverside, Santa Clarita, Victorville, Fullerton, Brea, Highland and La Habra, and for private developers including Home Depot. He recently worked with the Orange County Transportation Authority (OCTA) as Task Manager of the Bus Rapid Transit (BRT) project, Transit System Priority (TSP). Mr. Sanchez is responsible for ensuring compliance with all current regulations and standards, including the most recent CA MUTCD, the Caltrans Highway Design Manual, ADA requirements, etc.

Additional experience includes work with SBCTA on a project with Caltrans and 15 agencies in the County of San Bernardino. Duties included managing installation of GPS units on Interstate and State Routes in coordination with Caltrans and development and installation of Aries Traffic Management system graphics for the County of San Bernardino and the Cities of Chino, Fontana, Rancho Cucamonga, Rialto, and Ontario. Mr. Sanchez was also the project manager for the design of the Lambert Corridor and La Habra/Central/State College Regional Signal

Synchronization Projects (RTSSP) for OCTA in coordination with the Cities of La Habra and Brea.

Prior to joining AGA, Mr. Sanchez worked for Rick Engineering as a Principal Traffic Engineer. His duties there included project coordination with Caltrans and other government agencies. Specifically, he was responsible for coordination and implementation of traffic signal design and construction; coordination timing plan development; signal modification; plan checking; development of signing and striping plans; development of traffic control plans, and PS&E. Mr. Sanchez also provided on-site traffic engineering services to the City of Murrieta where he was responsible for developing coordination timing plans Citywide, including with Caltrans signals. Mr. Sanchez began his career at Mohle, Grover & Associates in 1989, and next worked at Hank Mohle & Associates. At these two companies, Mr. Sanchez was a GIS Manager & Data Analysis/Transportation Designer.

The following is a brief listing of some of the projects on which Mr. Sanchez has been involved:

- ❖ Orange County Transportation Authority I-405 Major Investment Study, I-405 Widening Project Study Report (PSR) and I-405 Widening Project Report & Environmental Document (PR-PD): Intersection level of service analyses at 29 arterial intersections and 14 freeway interchanges.
- ❖ City of Lake Elsinore - Central Avenue/SR-74 at I-15 for both Interim and Ultimate improvements. Assisted in preparing traffic analysis report for Interim PSR-PR.
- ❖ City of Indio - Jackson Street at I-10 for both Interim and Ultimate improvements. Included the signalization of ramps with PPLT phasing as well as signal coordination, implementation, fine-tuning and monitoring. Prepared traffic analysis report for PSR.
- ❖ City of Indio - Monroe Street at I-10 for Interim Improvements. Includes the signalization of ramps with PPLT phasing as well as coordination timing plans.
- ❖ City of Victorville: Bear Valley Road Improvement Project: Signal timing and coordination, striping and intersection improvements for 17 intersections (City and Caltrans intersections), including the conversion of five intersections to Protected/Permissive Left Turn Phasing.
- ❖ Emergency Vehicle Pre-Emption (EVP) of infrared equipment at five traffic signals and 15 emergency vehicles in the City of Highland (included construction management in the field).
- ❖ Signal modification at Euclid Street/Country Hills Drive in the cities of La Habra and Fullerton (included bid assistance and construction management).
- ❖ La Habra Boulevard/Central Avenue/State College Boulevard Corridor RTSSP Project
- ❖ Euclid Street Corridor RTSSP Project
- ❖ Brea Boulevard RTSSP Corridor Project
- ❖ Lemon Street Corridor RTSSP Project
- ❖ Bolsa Avenue/1st Street Corridor RTSSP Project
- ❖ Lambert Road Corridor Regional Traffic Signal Synchronization Project RTSSP
- ❖ Traffic Control Technology Improvement Program for the City of Brea

The responsibilities and tasks performed by Mr. Sanchez included construction inspection in the field, answer design questions to contractor during construction (RFI), generate change directives and change orders on behalf of the City, coordination with Caltrans, coordination with Southern California Edison, daily logs reporting using a City's online Virtual Program Manager, review and approval of equipment quantities during construction for progress payments, and preparation of as-built plans.

The improvements and equipment for the projects mentioned above included installation of traffic controller cabinets and controller units, service cabinets, pull boxes, conduits, signal cables, DSL switches, fiber optic cable and fiber switches in the cities and at Caltrans interchanges, Closed Circuit Television Systems at the signalized intersections and at each city's Traffic Management Centers, video detection system including capture of video to the TMC, GPS Emergency Vehicle Pre-Emption System at the intersections and the EVP Central Management System at the city's TMC, signal communication HUB including a Gb switch, and Layer 3 switch/router with integration to the city's TMC.



YOLANDA G. CERVANTES, E.I.T.
ASSOCIATE ENGINEER

EDUCATION

Bachelor of Science, Civil Engineering
California State University, Fullerton
Fullerton, CA, 2016

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers
Orange County Traffic Engineering Council

PROFESSIONAL REGISTRATION

Engineer-In-Training
EIT # 162276

PROFESSIONAL EXPERIENCE

Ms. Cervantes joined Albert Grover & Associates in 2016 as an Associate Engineer. Her duties include signal design and signal modification plans, fiber communication plans, and other plan modifications for various projects. She has conducted field topographic surveys required to develop design plans to improve intersection safety and update signal hardware to current standards. Ms. Cervantes has worked with government agencies such as County of Los Angeles and City of South Gate. She has experience in a variety of design software such as AutoCAD and MicroStation.

Prior to joining AGA, Ms. Cervantes worked as a Traffic Engineering Intern for the City of Santa Ana. During her time with the City of Santa Ana, she conducted field surveys for traffic signal design and modification plans. She also worked on designs of new traffic signal installations, modification of signalized intersections, stripping plans, and implementation of bike lanes.

Ms. Cervantes's involvement within Transportation Engineering began in 2014 when she began working as an Engineering Technician Trainee for the County of Orange. She conducted field surveys of streets to be included in plans for slurry seal and asphalt overlay resurfacing, prepared quantity calculations for contract bid items, prepared engineer estimates for Capital Improvement Projects, worked on utility research, prepared right of way maps, assisted resident engineer with preparing drawings, and inspected slurry seal jobs for OC Parks.

The following is a brief listing of some of Ms. Cervantes's project involvements with AGA:

- ❖ Orange County Transportation Authority (OCTA): Worked on presentation preparation for La Paz Road, Alicia Parkway, Antonio Parkway, and Adams Avenue.
- ❖ Los Angeles County Public Works: Valley Blvd-Holt Ave. TSSP. Conducted topographic surveys to verify existing conditions of traffic signals and worked on modification design.
- ❖ City of South Gate: Signal modification design for the intersection of Imperial Hwy and Amery Ave.
- ❖ City of Placentia: Currently working on street configuration alternatives for Old Town Placentia.
- ❖ City of La Habra: Currently working on Imperial Hwy/SR-90 Corridor RTSSP.

EXHIBIT C
FEE SCHEDULE

Revised Fee Proposal to Provide
ENGINEERING DESIGN SERVICES

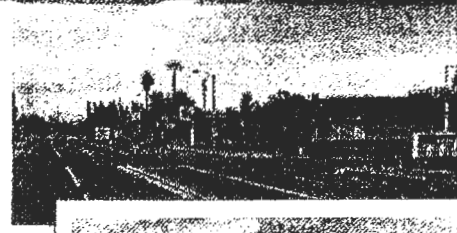
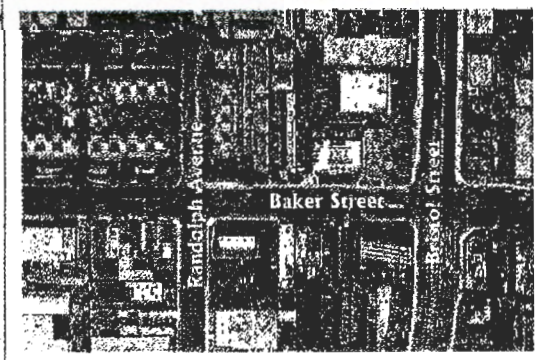
for the Design of a
NEW TRAFFIC SIGNAL
at the Intersection of
**BAKER STREET
AND RANDOLPH AVENUE**

Submitted to



July 12, 2018

Submitted By





July 12, 2018

Ms. Jennifer Rosales
Transportation Services Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92628

RE: Revised Fee Proposal for the Design of a New Traffic Signal at the Intersection of Baker Street and Randolph Avenue

Dear Ms. Rosales:

Albert Grover & Associates (AGA) is pleased to provide this revised fee proposal to the City of Costa Mesa for professional design services for a new traffic signal at the intersection of Baker Street and Randolph Avenue. This revised fee proposal is based on discussions with your staff that better defined the City's design needs for the project. Based on those discussions we have provided cost savings in the following three areas: surveying, specifications, and potholing. The net result is that project design costs have been reduced by \$4,380, or approximately 16%, to \$23,655.

Enclosed please find one copy of our revised Fee Proposal reflecting both the requested services and the savings as noted above. The cost savings to the project will not affect the thoroughness of our design effort nor the constructability of the project. Surveying work was right-sized to provide only the relevant information needed for the design effort. The number of hours dedicated to the development of specifications has been reduced since this project will be combined with other traffic signal work for which specifications will be developed separately. Estimated potholing has been reduced based on a review of visible utilities at the intersection. All the remaining work outlined in our previously submitted Technical Proposal remain unchanged.

This fee proposal is valid for a period of 90 days from the date indicated above. Should you have any questions regarding this correspondence, please contact me. I am authorized to negotiate and sign contracts for AGA. We look forward to working with the City of Costa Mesa on this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Miller', is written over a horizontal line.

Mark Miller, P.E., T.E., PTOE
Executive Vice President

Proposals\Costa Mesa\Baker-Randolph Signal Mod\Fee Proposal\Baker-Randolph Fee Proposal Letter.docx

FEE PROPOSAL

Design of a New Traffic Signal at the Baker Street/Randolph Avenue Intersection

Professional Services

Task Description	Mark Millier	David Roseman	Ignacio Sanchez	Yolanda Cervantes	KDM Meridian	TOTAL
	Project Manager	QA/QC	Signal/Interconnect Design	Topographic Survey/ Utility Coordination	Surveying	Hours / Cost
	\$250	\$225	\$200	\$115		
PHASE I						
1. Kick-Off Meeting, Data Collection	1 \$250	—	—	—	—	1 / \$250
2. Topographic Survey, Utility Research, Base Plan	1 \$250	—	4 \$800	12 \$1,380	\$3,495	17 / \$5,925
Phase I Total Cost						18 / \$6,175
PHASE II						
3. 50% Preliminary Plan, Potholing	2 \$500	2 \$450	8 \$1,600	20 \$2,300	—	32 / \$4,850
4. 90% Preliminary Plan	2 \$500	—	—	—	—	2 / \$500
5. 100% Final Plan, Specifications, Cost Estimates	2 \$500	2 \$450	2 \$400	6 \$690	—	12 / \$2,040
6. Provide Final Documents	2 \$500	2 \$450	1 \$200	4 \$460	—	9 / \$1,610
7. Construction Assistance	1 \$250	—	—	2 \$230	—	3 / \$480
Phase II Total Cost						58 / \$9,480
Total Not-to-Exceed Cost	11 / \$2,750	6 / \$1,350	15 / \$3,000	44 / \$5,060	\$3,495	76 / \$15,655
Potholing (Macadee Electrical Construction)						\$8,000
TOTAL						\$23,655

The above noted hourly rates are all-inclusive, encompassing costs for overhead, supplies, materials, printing, travel, and other expenses as required to complete the professional design and engineering tasks identified in the RFP.

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2018

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

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

PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME:	Betty Tran	
	PHONE (A/C, No, Ext):	949-297-5962	FAX (A/C, No): 949-297-5960
	E-MAIL ADDRESS:	betty.tran@ioausa.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Company		13056
	INSURER B: RSUI Indemnity Company		22314
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
	INSURER F:		

www.ioausa.com

CA License #0E67768

INSURED
Albert Grover & Associates, Inc.
211 East Imperial Hwy, Suite 208
Fullerton CA 92835

COVERAGES

CERTIFICATE NUMBER: 43174537

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 INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSB0001618 Scheduled AI Endt #PPB3130212 Professional Services performed by the Insured are Excluded	7/1/2018	7/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0001618 Included In General Liability	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA245195 Excludes Professional Liability; Follow Form	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	PSW0001494 Waiver of Subrogation Endt #WC0403060484	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <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 Claims-Made			MCH288354455	7/1/2018	7/1/2019	\$2,000,000 Each Claim \$4,000,000 Aggregate

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

Certificate Holder is an Additional Insured with respect to General Liability (GL) but only when required by written contract with the Insured prior to an occurrence as per Endorsement noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the Business Owners' Coverage form. A Workers' Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are parties to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage subject to all policy terms conditions, limitations and exclusions. 30 Day Notice Cancellation/10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER

Baker-Randolph Traffic Signal Design
City of Costa Mesa, its elected and appointed boards, officers and employees
77 Fair Drive
Costa Mesa CA 92626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(A/C) Alicia K. Igram

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

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

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

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

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

Job Description

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018
Insured
Albert Grover & Associates, Inc.

Policy No. PSW0001494
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____



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EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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