

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of June, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LG2WB ENGINEERS, INC., a California corporation DBA LINSOTT, LAW & GREENSPAN, ENGINEERS ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide traffic engineering design services in connection with the new Pedestrian Hybrid Beacon (HAWK) signal on West 18th Street between Park Avenue and Anaheim Avenue (Project #1), as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described for Project #1 in the City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

forth in Exhibit "C," attached hereto and incorporated herein by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Twenty-One Thousand Five Hundred Eighty-Two Dollars (\$21,582.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed upon in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the Project Schedule set forth in Exhibit B. 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, pandemics, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance

continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, through June 13, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, and employees are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not be cancelled until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, and employees. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, and employees.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Linscott, Law & Greenspan, Engineers
2 Executive Circle, Suite 250
Irvine, CA 92614
Tel: (949) 825-6175
Attn: Richard E. Barretto

IF TO CITY:

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

Courtesy copy to:

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

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized

subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.26. Severability. If any provision of this Agreement is determined by a court of

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

6.27. Counterparts. 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.

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

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

CONSULTANT



Richard E. Barretto
Principal

Date: 6.22.2021

CITY OF COSTA MESA



Carol Molina
Purchasing Officer

Date: 6/28/2021

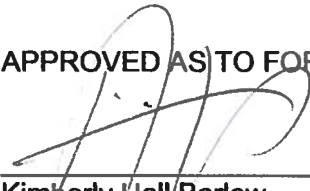
ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall-Barlow
City Attorney

Date: 6/24/2021


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/24/21

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 6/24/2021

DEPARTMENTAL APPROVAL



Raja Sethuraman
Public Services Director

Date: 6-24-2021

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 6/23/21

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 4, 2021

SUBJECT: REQUEST FOR PROPOSALS – PROFESSIONAL ENGINEERING DESIGN SERVICES FOR NEW PEDESTRIAN HYBRID BEACON (HAWK) SIGNAL ON WEST 18TH STREET, AND NEW TRAFFIC SIGNAL AT WEST 19TH STREET AND WALLACE AVENUE

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering design services for the design of two (2) projects: a new Pedestrian Hybrid Beacon (HAWK) signal on West 18th Street between Park Avenue and Anaheim Avenue (Project #1) and a new traffic signal at the intersection of West 19th Street and Wallace Avenue (Project #2) as shown on Exhibits A-1 and A-2 respectively. 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.

The City intends to award one (1) contract for both projects to the selected consultant; however, each project will have its separate project number for budget tracking and administrative purposes.

BACKGROUND (PROJECT #1)

The intent of the subject improvement project is to design a new Pedestrian Hybrid Beacon (HAWK) signal midblock on 18th Street between Park Avenue and Anaheim Avenue as shown on Exhibit A-1, to facilitate pedestrian crossings at this location. The ADA ramps will be designed and constructed as part of a separate street project prior to the design and installation of the HAWK signal.

West 18th Street is a two-lane (one-lane each direction) local street serving east-west traffic. This segment of West 18th Street fronting Lions Park has on-street angled parking on the north side (westbound direction) of the street with a posted speed limit of 30 mph. Adjacent land uses along West 18th Street includes; the City of Costa Mesa Lions Park Complex to the north; retail and commercial uses to the southeast; residential uses and the City of Costa Mesa Westside Police Substation to the south.

BACKGROUND (PROJECT #2)

The intent of the subject improvement project is to design a new traffic signal at the intersection of West 19th Street and Wallace Avenue as shown on Exhibit A-2, to facilitate pedestrian crossings at this location.

West 19th Street is classified as a Primary Arterial in the City's Circulation Element of the General Plan and consists of four-lanes (two lanes each direction). A Class II bicycle facility is proposed for the segment of West 19th Street at this intersection. The posted speed limit along 19th Street within the project limits is 35 mph. At the Wallace Avenue intersection, there are dedicated left-turn lanes which provide access to the businesses fronting West 19th Street and residential homes to the north and the south of the intersection.

Wallace Avenue is a two-lane (one-lane each direction) local street serving north-south traffic. Wallace Avenue has on-street parking on both sides of the street with a posted speed limit of 25 mph. Adjacent land uses along Wallace Avenue consists primarily of residential uses.

SCOPE OF SERVICES (PROVIDE SEPARATE SCOPE FOR EACH PROJECT)

The subject scope of services is intended as a "Turnkey". 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 two project areas are defined as:

- 1) The midblock (precise location TBD) on 18th Street between Park Avenue and Anaheim Avenue, and;
- 2) The intersection of West 19th Street and Wallace Avenue.

This phase consists of defining physical conditions and utilities within the project areas 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 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.

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 these projects. 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. 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.

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

The preparation of final signal design plans, specifications and estimates, and utility coordination shall conform to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), Caltrans Standard Plans and Specifications, and City of Costa Mesa standards. Signal plans and civil improvement 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 each project, including:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Surveying • HAWK Signal Plan (Project #1) • Traffic Signal Plan (Project #2) • Signing and Striping plan • Special Provisions | <ul style="list-style-type: none"> • Processing and Approvals • Curb, Gutter, & Sidewalk (Project #2) • Contract Documents • ADA Improvement Details (Project #2) • Utility Adjustments/Relocations |
|---|--|

PS&E submittals shall be made at three milestones (60%, 90%, and 100%) and shall be submitted electronically. Final plans, stamped and signed by a Professional Civil Engineer, shall be submitted on 4 mil. erasable mylar per the City standards as well as electronically. The final specifications and estimates shall be submitted electronically (.docx, .xlsx, .pdf, etc.) as well as the final AutoCAD files (.dwg).

1. Plot all physical features including BCR and ECR (Project #2 only), 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 each 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 these projects. 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 areas. Compile information in "Utility File" and submit to City.

3. The consultant shall include \$10,000 as an optional subline item fee for "Potholing" 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 signal plans for: 1) A new HAWK signal midblock (final location TBD) on 18th Street between Park Avenue and Anaheim Avenue; and 2) A new traffic signal at the intersection of West 19th Street and Wallace Avenue. Plans shall include, but not be limited to, traffic signal pole and mast arm locations, traffic signal cabinet and service enclosure 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 regarding the ideal location for the service enclosure and nearby service point as well as on any necessary street light and power pole relocations/removals. The consultant shall work with the City to complete all forms required by Edison for Edison's design of the service point connection for each signal.
5. For Project #1, the City intends to hold one (1) public workshop to identify and finalize the HAWK signal design options. The Consultant will plan, prepare, and participate in the public workshops under the City's direction. The City will provide notifications to the affected stakeholders including businesses and residents. In addition, the City will organize the workshop using the City's Zoom meetings or reserve nearby City facilities. Include one (1) public workshop in the scope of work as an "Optional" budget line item.
6. For Project #2, the City intends to hold one (1) public workshop to identify and finalize signal design options. The Consultant will plan, prepare, and participate in the public workshops under the City's direction. The City will provide notifications to the affected stakeholders including businesses and residents. In addition, the City will organize the workshop using the City's Zoom meetings or reserve nearby City facilities. Include one (1) public workshop in the scope of work as an "Optional" budget line item.
7. 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.
8. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 60% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate, however note that each project will be bid LUMP SUM. Plans and specifications shall be signed and stamped by the Consultant before submitting.
9. Conduct a field walk-through with the City during the first PS&E submittal.
10. 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. Final AutoCAD files shall be submitted at the end of the project.

11. 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 each 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 each project.

Project Design meetings shall be held twice 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

The proposal should be no more than five (5) pages in length, not including a cover letter, resumes, and cost proposal. It is requested that the following be submitted with your proposal:

1. Project Understanding and Work Plan - provide a brief review of each project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Define the project approach and describe the work tasks you plan to carry out to accomplish this project, and how those will be accomplished. Indicate all key deliverables and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. Project Organization and Staffing - describe who will manage and work on these projects. Identify the Project Manager who will be the key contact with the City. Provide an organization chart showing all proposed project team members (including sub-consultants) and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects. Provide a brief resume on each key individual (two pages max per person). Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm. Key team members identified in the proposal and cost proposal shall not change (be different than) in the executed contract.
5. Work History – Provide a listing of similar projects that your firm has completed within the last five years. Information should include a description of work, dates, cost, location, and agency/client name along with the agency's contact person.
6. Professional Services Agreement (PSA) – Provide a brief statement affirming Consultant's ability to manage and execute a Professional Services Agreement with the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration

with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

7. **Conflict of Interest Statement** – disclose any financial, business or other relationship with the City of Costa Mesa (including City employees and City Council members) that may have an impact upon the outcome of the contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.
8. **Litigation** – indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.
9. **Contract Agreement (additional requirements)** – provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.
10. **Financial Responsibility** – provide a brief statement affirming that the consultant's and sub consultant's firm have an adequate financial management and accounting system.

Please Note: a contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31, as noted in LAPM Ch. 10, at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>.

11. **Checklist of Forms to Accompany Proposal** – Proposers shall provide a brief statement affirming that the consultant, if selected, will provide the following forms which are provided in Exhibit D within five (5) business days of start of contract negotiations.

- **Vendor Application Form**
- **Company Profile & References**
- **Ex Parte Communications Certificate** - Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting. A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form with their Proposals certifying that they have not had or directed prohibited communications as described in this section.
- **Disclosure of Government Positions** - In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental

entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form

- **Disqualifications Questionnaire** - Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
- **Bidder/Applicant/Contractor Campaign Contribution**

SELECTION CRITERIA

The professional services contract will **not** be awarded based on competitive bidding. The consultant shall be selected based on fair and open competitive negotiations, demonstrated competence, and professional qualifications, at a fair and reasonable price. All proposals will be evaluated by a selection committee assembled by the City of Costa Mesa. Proposals will first be screened to ensure responsiveness to the RFP. An incomplete proposal or a Proposal that does not include all the documents required to be submitted by this RFP will be deemed nonresponsive and rejected. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals. The Committee will then rank the proposals. The committee will evaluate each proposal that meets the qualification requirements set forth in this RFP. The Committee may also contact the Proposer’s references.

Proposals will be evaluated per the Evaluation Criteria shown below, with the corresponding weights:

Evaluation Criteria	Weight
Project Approach, Methodology and Scope of Services to be Provided	40
Qualifications, Organization, and Key Staff Experience	30
Experience and Record of Success on Similar Projects	30
Maximum Points	100

A detailed description of each criterion is provided below:

1. Project Approach, Methodology, and Scope of Services
 - a. Describes familiarity of project and demonstrates understanding of work to be done and project objectives moving forward.
 - b. Identifies the project’s potential issues and responds to them.
 - c. Proposed scope of services is appropriate for all phases of the work.
 - d. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
 - e. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

2. Qualifications, Organization, and Key Staff Experience
 - a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide services for similar projects, in general, and for these projects, in particular.
 - b. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - c. Overall organization of the team is relevant to City of Costa Mesa needs.
 - d. Team is managed by an individual with experience in similar projects and this person's time is appropriately committed to this project.
 - e. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 - f. Proposer has a system or process for managing cost and budget.
3. Experience and Record of Success on Similar Projects
 - a. Proposer has familiarity and experience with requirements and procedures for the design and construction of traffic signals and HAWK signals.
 - b. Proposer has completed or is currently working on similar types of projects.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted via email as a separate file for each project. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for each 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.

Insurance & W-9 Requirements

Upon recommendation of contract award, Consultant and all sub-consultants will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- Insurance – City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Proposer’s legal business name.

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 standard professional services 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 email proposals to Noel Casil at noel.casil@costamesaca.gov, on or before 5:00 p.m., May 18, 2021.** Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks or physical copies will be accepted in lieu of electronic delivery.

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

- | | |
|----------------------------------|----------------------------------|
| • RFP Distributed | May 4, 2021 |
| • Deadline for Written Questions | May 10, 2021 at 5:00 p.m. |
| • Responses to Written Questions | May 12, 2021 |
| • Proposals Due | May 18, 2021 at 5:00 p.m. |
| • Approval of Contract | May/June 2021 |

If additional information is required, please contact Noel Casil, Senior Engineer, at (714) 754-5298, or email at: noel.casil@costamesaca.gov.

Sincerely,



JENNIFER ROSALES
Transportation Services Manager

- Attachments:
1. Exhibits A-1 and A-2 - Project Location Maps
 2. Exhibit B - Sample PSA and Certificate of Insurance Forms
 3. Exhibit C – Utility Coordination Procedures

4. Exhibit D – City Forms

cc Raja Sethuraman, Public Services Director
Noel Casil, Senior Engineer
Ramin Nikoui, Associate Engineer

EXHIBIT A-1

18TH ST HAWK BETWEEN POMOMA AVE AND PLAACENTIA AVE

EXHIBIT A-1



NTS



**18TH ST BETWEEN POMONA AVE. AND PLACENTIA AVE.
PROPOSED HYBRID PEDESTRIAN BEACON**

EXHIBIT A-2
WALLACE AVE AT WEST 19TH STREET

EXHIBIT A-2



19TH AT WALLACE AVE.
PROPOSED TRAFFIC SIGNAL

EXHIBIT B
CONSULTANT'S PROPOSAL

May 18, 2021

Mr. Noel V. Casil, P.E., T.E., PTOE
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

LLG Reference: P2.21.0131.1

Subject: **Proposal to Provide Traffic Engineering Design Services for the Pedestrian Hybrid Beacon (HAWK) and New Traffic Signal at West 19th Street at Wallace Avenue**
Costa Mesa, California

Dear Mr. Casil:

As requested, Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this proposal to provide traffic engineering design services to the City of Costa Mesa for the proposed Pedestrian Hybrid Beacon (HAWK) Signal, identified here in as Project #1 and a new traffic signal at West 19th Street and Wallace Avenue identified as Project #2. Based on our review of the request for proposal, we understand that the project will entail the preparation of Plans, Specifications, and Estimates (PS&E) for signing and striping and traffic signal plans.

We understand that the final PS&E shall be developed as a "Turnkey" project for advertisement and construction. The focus of the improvements at both locations is to facilitate pedestrian crossings at this location. The ADA ramps will be designed and constructed as part of a separate street project prior to the design and installation of the HAWK signal. It is our understating that each project is to be treated as a separate project. Our scope will identify the required Phase I and Phase II efforts for each project.

LLG has prepared numerous traffic signal improvements, inclusive of new installation and signal modification within the City of Costa Mesa. LLG has also recently been involved with the HAWK design and implementation at Fire Station No. 1 located at 1570 Adams Avenue and the Arlington Drive at OC Fair entrance. LLG will investigate whether there are any line-of-sight constraints that would necessitate additional improvements to remedy. With our experience and knowledge of the TMS for the City, signal timing plan may be required for the new traffic signal. Our approach focuses on communication, insightful and accurate services, timely delivery of work products, and anticipation of issues.

I, Mr. Richard E. Barretto, P.E., Principal and Chief Financial Officer, will serve as the principle point of contact for contracting purposes as I am authorized to negotiate scope and fee with the City and bind the firm contractually. I have reviewed the terms of the City's RFP including the Professional Services Agreement and the insurance requirements and have no

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clara M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

reservations, exceptions, or additions thereto. For the purposes of preparing contract paperwork, LLG is a dba entity of LG2WB Engineers, Inc., a California corporation and as such, any contracts would be executed with LG2WB Engineers, Inc. We at LLG are unaware of any RFP addenda. LLG has to ability to manage and execute a Professional Services Agreement with the City. LLG Engineers and its employees are not aware of any conflict of interest, real or perceived, with regard to the submittal of this Proposal and the City's procurement decision process. Neither LLG Engineers nor any of its employees have private, business, or financial relationships with employees or City Council Members of the City of Costa Mesa that may have, or may have a perception of, an interest in the outcome of this procurement and eventual contract. LLG Engineers also have no current or past clients that have a financial interest in the outcome of this procurement or eventual contract. LLG is not currently involved nor expect to be involved in any litigation in connection with prior projects. LLG has adequate financial management and accounting system to address any accounting requirements of the City. If selected LLG will produce the Vendor Application Forms, Company Profile & References, Ex Part Communications Certificate, Disclosure of Government Positions, Disqualification Questionnaire, and a Bidder/Applicant/Contractor Campaign Contribution form, all within five (5) business days of start of contract negotiations.

My contact information is as follows:

Richard E. Barretto, P.E., Principal
2 Executive Circle, Suite 250
Irvine, CA 92614
barretto@llgengineers.com
office: (949) 825-6175
fax: (949) 825-5939

With my signature below, I do hereby attest that the information contained herein is true and correct and that this proposal shall remain valid for a period of not less than 90 days from the date that proposal submittals are due. Please feel free to call me if you have any questions or require any clarifications on this submittal. We at LLG appreciate the City's consideration and are looking forward to our team becoming the City's traffic engineering service provider!

Sincerely,
Linscott, Law & Greenspan, Engineers



Richard E. Barretto, P.E.
California Registration:
TR 2006



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

cc: Keil Maberry, P.E., Principal

SCOPE OF WORK

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

- 1.1 Review existing civil street improvement plans for the project roadway segments and intersections to ensure they are consistent with those required by the City of Costa Mesa. Coordinate with City and obtain AutoCAD drawing files and As-built plans for each location.
- 1.2 Meet with the City of Costa Mesa to identify background information to ensure incorporation of City staff suggestions, recommendations, and discuss pertinent design standards, to clarify work plan and project elements. The traffic-related design plans will be prepared in accordance with the City of Costa Mesa requirements and the current California Department of Transportation *Standard Plans and Specifications*, and the current *California MUTCD*.
- 1.3 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. Verify existing curb and gutter alignment, signing and striping layout and confirm existing utilities above and below ground, and consider pedestrian accessibility for use in preparation of signing and striping plans and traffic signal plan.
- 1.4 Search for and collect as-built plans for the project roadway segments from the City of Costa Mesa. Review existing plans and materials and obtain the required City permit. 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 these projects. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation/coordination. Should potholing be required, LLG will submit a request to the City's Project Manager prior to commencing the pothole efforts.
- 1.5 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.
- 1.6 Within the established project limits, the base CAD file will 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.

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

- 2.1 Prepare signing and striping plan to include CA MUTCD for implementation of appropriate signage and striping for HAWK and the signal design to facilitate proper

vehicular control and pedestrian crossing. We anticipate striping plans for the following street segments.

- The midblock (precise location TBD) on 18th Street between Park Avenue and Anaheim Avenue
- The intersection of West 19th Street and Wallace Avenue

Our plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" City of Costa Mesa Title Block Mylar. Our plans will include all new signs and striping, pavement markings, pavement legends, sign and striping removals. At the project limits to the east, west, north and/or south, we will reference in existing striping based on topographic information and field review.

LLG will need to conduct fieldwork to pick up existing roadway work and signing & striping layouts. We anticipate that our signing and striping plan set will contain two (2) sheets.

- 2..2 Prepare line of sight exhibits for all approaches and submit to the City at the 60% and 90% completion level.
- 2.3 Plot all physical features including BCR and ECR (Project #2 only), 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 each project.
- 2.4 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 these projects. 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 areas. Compile information in "Utility File" and submit to City.
- 2.5 Prepare signal plan for a new HAWK signal midblock (final location TBD) on 18th Street between Park Avenue and Anaheim Avenue.

Our plans will be prepared at 20 scale (1" = 20') using AutoCAD drafting software on 24" x 36" City of Costa Mesa Title Block Mylar. Our plans will include all new signs and striping, pavement markings, pavement legends, sign and striping removals. At the project limits to the east, west, north and/or south, we will reference in existing striping based on topographic information and field review.

2.6 Prepare signal plan for a new signal plan at intersection of West 19th Street and Wallace Avenue.

Our plans will be prepared at 20 scale (1" = 20') using AutoCAD drafting software on 24" x 36" City of Costa Mesa Title Block Mylar. Our plans will include, but not be limited to, traffic signal pole and mast arm locations, traffic signal cabinet and service enclosure locations, conduit, traffic signal pole and conduit schedules, cables, phase diagrams, and other appurtenant items to ensure proper traffic signal operation. At the project limits to the east, west, north and/or south, we will reference in existing striping based on topographic information and field review. LLG will coordinate with Edison regarding the ideal location for the service enclosure and nearby service point as well as on any necessary streetlight and power pole relocations/removals. LLG will work with the City to complete all forms required by Edison for Edison's design of the service point connection for each signal

2.7 For Project #1, in support of a City public workshop, LLG will plan, prepare, and participate in the public workshops under the City's direction. The City will provide notifications to the affected stakeholders including businesses and residents. In addition, the City will organize the workshop using the City's Zoom meetings or reserve nearby City facilities.

2.8 For Project #2, in support of a City public workshop, LLG will plan, prepare, and participate in the public workshops under the City's direction. The City will provide notifications to the affected stakeholders including businesses and residents. In addition, the City will organize the workshop using the City's Zoom meetings or reserve nearby City facilities.

2.9 Prepare PS&E submittals for the project according to the City of Costa Mesa current City projects and guidelines. Plans, Special Provision and Cost estimates will be submitted electronically at the 60%, and 90% stages for review and comment. Prepare the final detailed construction quantity and cost estimate. Conduct a field walk-through with the City during the first PS&E submittal.

2.10 Prepare and submit a Resident Engineer's file containing, at a minimum; final construction quantities and cost estimates with background calculation work sheet survey data; Utility File; and all relative project information. Final AutoCAD files shall be submitted at the end of the project.

2.11 In recognition of the City's focus on Quality Assurance/Quality Control, LLG will coordinate for a Project Design meeting twice a month, every month for the duration of the contract. Concise written records shall be maintained by LLG on all activities.

2.12 In making sure staff is informed of project schedule, LLG will prepare meeting minutes agendas, minutes and presentation materials. A Critical Path Method (CMP) network detailing work status will be presented to the City once every month.

ADDITIONAL SERVICES

This Scope of Work does not include:

- The preparation of a signal warrant analysis and signal operations analysis.
- The preparation of easement plans (legal descriptions) or processing, Right-of-way acquisition services, title searches, or any additional mapping services.
- Inspection services of any kind.
- The preparation of traffic control plans.
- The preparation of as-built plans.
- Construction support
- Landscaping design
- Biological / Archeological Survey.
- Off-site storm drain improvements.

Most of the above services can be provided via an amendment to the proposed project fee.

LIABILITY

We carry appropriate liability insurance, both general and professional and workman's compensation insurance.

SCHEDULING

We understand that the City wishes to accelerate the design and approval for this project. We have dedicated staff allocated that can initiate work on this design project upon approval of this contract. From then we estimate that the traffic design plans can be completed and submitted for 1st plan check review within two to three weeks with an overall design schedule of three months to get plan approval. This schedule assumes we receive written authorization to proceed. This time estimate assumes that issues of direct impact are well enough defined to allow our design process to proceed effectively. To the extent possible, our work will be completed in coordination with your schedule. A detailed project schedule is included in **Appendix A**.

QUALIFICATIONS OF STAFF / PROJECT TEAM

Linscott, Law & Greenspan, Engineers (LLG), provides transportation planning, traffic engineering and parking consulting services. Since our founding in 1966, over 10,000 engagements have been completed involving a wide variety of projects throughout the United States and Overseas, with the core of our practice in Southern California and Nevada.

LLG is a well-respected firm of medium size, comprised of dedicated professionals who serve our clients on a wide variety of traffic and transportation issues. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering, or both. Our diverse experience and expertise enable us to provide services to both public agencies and the private sector. Project organization is structured so that Principals and Senior Staff maintain direct involvement from project initiation to completion. A quality and successful outcome is LLG's primary objective.

Staff assigned to this contract is provided below:

Richard E. Barretto, P.E., Principal, will provide oversight on this project and will be responsible for contract negotiations with the City. Mr. Barretto has over 30 years of transportation planning and traffic engineering experience in Southern California. Mr. Barretto is available to perform the required tasks to ensure that the project is completed within the anticipated schedule.

Kim Preap, P.E, Senior Transportation Engineer, will serve as the Quality Assurance/Quality Control (QA/QC) manager for this contract as well as the project engineer for this engagement. Mr. Preap brings to the team a depth of experience from his work on several design and planning projects in Southern California. He will be responsible for the coordination with the City and oversight of the traffic plans. Mr. Preap is available to perform the required tasks to ensure that the project is completed within the anticipated schedule.

Felipe Ortega, Senior Signal System Specialist, will serve as the technical specialist for the project. Mr. Ortega has over 25 years of working with TMS, TMC networking, and Traffic Signal Trouble Shooting.

Resumes of key personnel and the project team flow chart are provided in **Appendix B** and **Appendix C**, respectively.

SIMILAR PROJECTS AND REFERENCES

Key LLG staff has served as the Project Manager for the project's listed below:

The Press
(City of Costa Mesa)
Agency Reference:
Mr. Ramin Nikoui
Associate Engineer

Prepared signing and striping plan and a new traffic signal plan for the intersection of South Coast Drive and the project driveway. The design cost was \$14,100 with a project budget of \$3,000,000. The project is currently out to bid for construction.

Client Reference:
Mr. Jonathan Hastanan
SteelWave LLC

HAWK at Fire Station No.1
(City of Costa Mesa)
Agency/Client Reference:
City of Costa Mesa
Ms. Jennifer Rosales, P.E., PTOE
Transportation Services Manager

Prepared signing and striping plan and HAWK signal for the Fire Station No.1 located at 1570 Adams Avenue. Project was completed on time with a design cost \$9,000 and a project budget of \$300,000.

HAWK at Arlington Drive/OC Fair Gate 5
(City of Costa Mesa)
Agency/Client Reference:
City of Costa Mesa
Ms. Jennifer Rosales, P.E., PTOE

Prepared signing and striping plan and HAWK signal for the OC Fair entrance located at 1040 Arlington Drive. Project was completed on time with a design cost \$9,000 and a project budget of \$300,000.

APPENDIX A

PROJECT SCHEDULE

APPENDIX B

RESUME

Richard E. Barretto, P.E.



Principal

Years of Experience:
30 years

Years with LLG Engineers:
30 years

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

Registration:
Professional Engineer
CA Registration TR 2006

Professional Memberships:
ITE | ASCE

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Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Richard E. Barretto has over 30 years of experience in the preparation of transportation improvement plans, signing and striping plans, traffic signal design, site access and operational plans, traffic control plans, transportation planning analysis, traffic impact studies, and parking studies. He is a licensed Traffic Engineer in the state of California. In addition, Mr. Barretto is the Principal-in-charge for providing on-call traffic and transportation engineering consultation services in response to requests/requirements of the City of Dana Point, City of Chino Hills, City of Anaheim, City of Long Beach, and City of San Juan Capistrano. Mr. Barretto currently assists the City of Dana Point in reviewing scope of work letters, traffic impact studies, parking studies, and design plans. He also provides insight and support regarding neighborhood traffic calming measures throughout the City. He has extensive experience and familiarity working with City of Fullerton staff, and with local policies and procedures. He successfully completed numerous traffic impact and transportation planning studies and parking studies for various project in the City of Fullerton, inclusive of the Beckman Business Center DEIR TIA. He has extensive experience in the preparation of traffic impact studies for a variety of land uses, site access and operational plans, simulation studies, parking studies and traffic and parking management plans.

Areas of Expertise

- Traffic Forecasting and Impact Analysis Reports
- Transportation Planning and Site Design Consultation
- Mixed-Use Parking Demand Studies
- Conceptual Improvement Plan Preparation
- Traffic and Parking Field Studies
- Traffic Signal Design
- Traffic Control
- Signing and Striping Plans
- Suggested Route to School Plans
- Municipal Engineering Services

Project Experience

Randolph Avenue On-Street Parking Concept Plans -

Mr. Barretto provided project oversight for the Randolph Avenue on-street parking concept plan preparation. The focus was to maximize on-street parking along Randolph Avenue and to provided pedestrian connectivity to the surrounding sidewalks. The project also evaluation the possibility of a roundabout to increase traffic flow along Randolph Avenue. The concept plans were accepted by staff and circulated for bids of formal plans, specifications, and estimates.

125 Baker, City of Costa Mesa, California –

Mr. Barretto provided project oversight for the 125 Baker project in the City of Cost Mesa. The project is a proposed apartment complex. The improvements included preparation of signing and striping plans for roadway improvements along Baker Street and Pullman Street as well as the traffic signal installation plan at the intersection to address the new striping alignment. The plans were completed on time and within budget.

Richard E. Barretto, P.E.

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

Mr. Barretto provided project oversight for the improvements at Harbor Boulevard at Date Place in the City of Costa Mesa. The improvements included preparation of signing and striping plans for roadway improvements along Harbor Boulevard and Date Place as well as the traffic signal installation plan at the intersection to address the new striping alignment. The plans were completed on time and within budget.

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Woodland Hills

Kim Preap, P.E.



Senior Transportation Engineer

Years of Experience:
17 years

Years with LLG Engineers:
17 years

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

Registration:
Professional Engineer
CA Registration TR 2833

Professional Memberships:
ITE | ASCE | OCTEC

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Biography

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

Areas of Expertise

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

Relevant Project Experience

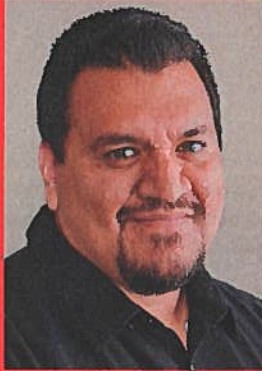
125 Baker, City of Costa Mesa, California –

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

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

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

Felipe Ortega



Senior Signal Systems Specialist

Years of Experience:
25 years

Years with LLG Engineers:
<1 year

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

Professional Memberships:
ITE | IMSA | OCTEC

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Biography

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

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

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

Areas of Expertise

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

Relevant Project Experience

City of Costa Mesa, California –

Mr. Ortega is extremely familiar with the existing Costa Mesa traffic signal system. Over the past 20 years our staff has worked extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems for the City. Mr. Ortega is trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. Typically, Mr. Ortega is engaged to integrate and repair systems when other consultants and contractors cannot make things work. Mr. Ortega has worked hand-in-hand with Caltrans District 12 engineering and operations staff for many years and developed master plans where Caltrans-controlled intersections were key components in the development of multi-jurisdictional coordination timing within the City. Mr. Ortega has also designed and installed various Intelligent Transportation System (ITS) elements

Felipe Ortega

including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems in the past, present and future in the City.

City of Fullerton, California –

- Malvern-Chapman RTSSP
- Gilbert-Idaho RTSSP
- Orangethorpe RTSSP
- Brea RTSSP
- Commonwealth RTSSP
- Lemon RTSSP
- Placentia RTSSP

City of La Habra, California –

- On-Call ITS Support Services
- La Habra Blvd-Central Ave-State College Blvd RTSSP
- Lambert RTSSP
- Imperial HWY RTSSP

City of Brea, California –

- On-Call ITS Support Services
- Birch RTSSP
- Lambert Traffic Control Technology Upgrade RTSSP (TMC & Fiber Project)
- Imperial HWY RTSSP

Provided the System Integration, design, signal timing support and implementation. Signal hardware and software components installed by various RTSSP tasks included: upgraded signal controllers & assemblies. Integration with the respective agency central systems to improve the infrastructure and signal timing and Ethernet network. Tasks included on-going support and maintenance of traffic signal communications along the project corridor and to central systems in the member cities.

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APPENDIX C

STAFF FLOW CHART

LLG – Organization Chart

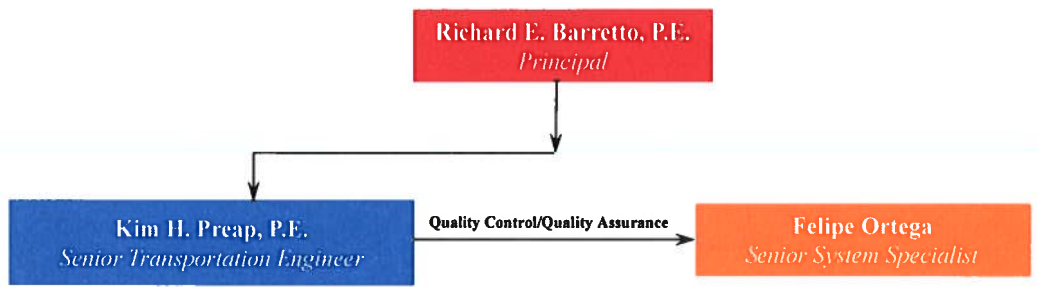


EXHIBIT C
FEE SCHEDULE

LINSCOTT, LAW & GREENSPAN, ENGINEERS
 FEE ESTIMATE - 2021 FEE SCHEDULE



JOB NO. P2210131

JOB DESCRIPTION: Hybrid Pedestrian Beacon (HAWK) Project No. 1

18-May-21

TITLE	BILLING RATE	HOURS BY TASK												TOTAL HOURS	COST PER TITLE		
		1	2	3	4	5	6	7	8	9	10	11	12			13	
Principal Engineer	\$268		1	3												4	\$1,072
Assoc. Principal Engr.	\$240															0	\$0
Senior TE	\$198	2	4	5	10	10										31	\$6,138
TE III	\$175															0	\$0
TE II	\$148	20	9	20												49	\$7,252
TE I	\$127															0	\$0
Senior CADD	\$122	15	5	15												35	\$4,270
System Specialist	\$185			10												10	\$1,850
Reimbursables															1	0	\$1,000
																0	\$0
HOURS PER TASK		37	19	53	10	10	0	0	0	0	0	0	0	0	1	129	
TOTAL COST		\$5,186	\$3,002	\$8,434	\$1,980	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000		\$21,582

Tasks:

- 1 Project Mobilization/Utility Research/Topo Surveying
- 2 Signing and Striping Plan
- 3 HAWK Design Plan
- 4 Meeting Support
- 5 Special Provision & Cost Estimates

Phase I:

Topographic Survey, Utility Research, & Project Data Collection

\$5,186

Phase II:

Plans, Specifications, & Estimates (PS&E)

\$16,396

Total Not-To-Exceed Costs

\$21,582

EXHIBIT D
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.

