

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LINSCOTT, LAW, GREENSPAN & ENGINEERS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 11th day of January, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LG2WB ENGINEERS, INC dba LINSCOTT, LAW, & GREENSPAN ENGINEERS ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering design services for the development and construction bid documents of the City's Del Mar Avenue Bicycle Facility Project, as more fully described herein; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," all incorporated herein.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the cost proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Forty-Three Thousand Thirteen Dollars and Thirty Cents Dollars (\$ 43,013.30.00). This amount includes a ten [10%] percent contingency of Three-Thousand Nine Hundred Ten Dollars and Thirty Cents (\$ 3,910.30) that will not be encumbered until it is needed.

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 to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, 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 end on January 10, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise

under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be

held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

LG2WB Engineers, Inc.
2 Executive Circle, Suite 250
Irvine, CA 92614

Tel: (949) 825- 6175
Attn: Richard Barretto

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754- 5184
Attn: Ramin Nikoui

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. 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 Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

6.20. 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.

[Signatures appear on following page.]

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

CONSULTANT



Richard E. Barretto
Principal Engineer

Date: 1.23.2024

CITY OF COSTA MESA



Carol Molina
Finance Director

Date: 2/8/24

ATTEST:



Brenda Green
City Clerk

2/12/2024




APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 2/12/24


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 2/1/24

APPROVED AS TO CONTENT:



Ramin Nikoui
Project Manager

Date: 2/9/24

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 2-9-24



EXHIBIT A

CITY REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**DEL MAR BICYCLE FACILITY PROJECT
RFP NO. 24-02**



**PUBLIC WORKS
CITY OF COSTA MESA**

**Released on
November 8, 2023**

**REQUEST FOR PROPOSAL
FOR
DEL MAR BICYCLE FACILITY PROJECT**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide professional engineering design services for the development and construction bid documents of the City's Del Mar Avenue Bicycle Facility Project. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for the design phase is anticipated to be six (6) months; however the term is expected to be for 2 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official

communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	November 8, 2023
Deadline for Written Questions	November 15, 2023 at 11:00 a.m.
Responses to Questions Posted	November 17, 2023
Proposals are Due	November 28, 2023 at 2:00 p.m.
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.
- b. Projects considered similar in scope include other bicycle facility design projects with construction bid documents for other municipalities and agencies.
- c. The proposer shall have five (5) years of current experience in providing bicycle facility design and traffic signal modification design services for cities and other government agencies.
- d. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- e. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.

2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for

each work task/deliverable as described in the Scope of Work. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of 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.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on November 28, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **November 15, 2023 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor 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 Bidder 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 Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

-
1. **Project Approach & Methodology ----- 30%**
 2. **Qualifications, Organization & Key Staff Experience ----- 30%**
 3. **Experience and Record of Success on Similar Projects ----30%**
 4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. 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.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of January 8th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from Proposer's organization that will be directly

responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award

of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: 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, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: 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, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification 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, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A
SCOPE OF SERVICES
FOR
DEL MAR AVENUE BICYCLE FACILITY PROJECT

Introduction: The Public Works Department of the City of Costa Mesa (City) is requesting proposals for professional engineering design services for the design of the following project:

DEL MAR AVENUE BICYCLE FACILITY PROJECT

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

The scope of services generally consists of the following:

- **Phase 1:** Detailed topographic survey
- **Phase 2:** Preliminary Design and Community Outreach
- **Phase 3:** Final design plans, specifications, and estimates (PS&E)

Final PS&E shall be developed as a turnkey project for advertisement and construction. 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.

BACKGROUND

The subject project is located on Del Mar Avenue from Newport Boulevard to Elden Avenue as shown in Exhibit 1. Del Mar Avenue is classified as a Primary Arterial on the City's Master Plan of Streets and Highways and is proposed with Class II bicycle lanes on the City's Active Transportation Plan. Del Mar Avenue has both raised and painted center medians with four lanes of travel. Average Daily Traffic volumes are approximately 8,000 vehicles per day, and the posted speed limit is 30 miles per hour (mph).

This project will design infrastructure improvements in the project area to improve safety and mobility for pedestrians and bicyclists. The project will tie into proposed Class III bicycle facilities on Del Mar Avenue from Elden Avenue to Irvine Avenue and create connections with the Class II bike lanes on northbound Newport Boulevard and the Class I multi-use path on Fair Drive.

The City of Costa Mesa's Active Transportation Plan was adopted in 2018. This plan identifies bicycle and pedestrian components to provide active transportation facilities and increased connectivity for residents and visitors. The Active Transportation Plan and the Costa Mesa Multi-Purpose Trails Plan identify a Class II bicycle lane on Del Mar Avenue from Newport Boulevard to Elden Avenue.

In November 2021, the City of Costa Mesa completed a Complete Streets Safety Assessment in cooperation with the UC Berkeley Safe Transportation Research and Education Center (SafeTREC). Del Mar Avenue was one of the Focal Areas studied as part of the report and the City proposed recommendations for improvements are to be incorporated into the project design. The report can be accessed online at:

<https://www.costamesaca.gov/home/showpublisheddocument/50151/637774852425300000>

The Del Mar Avenue Bicycle Facility Project will design a Class II bicycle facility on Del Mar Avenue and shall include the following improvements:

Eastbound

- On the approach to southbound Newport Boulevard, convert the through/right lane to a right turn only lane.
- On the SR-55 Bridge, convert the #2 (outside) through lane to a buffered bike lane.
- Continue that buffered bike lane across northbound Newport Boulevard, to Elden.

Westbound

- Between Elden and northbound Newport Boulevard, convert the north shoulder to a buffered bike lane.
 - Approaching northbound Newport Boulevard, remove the right turn channelization (“pork chop”) island, relocate the signal pole to the northeast corner of the intersection, convert the right turn slip lane to a conventional right turn lane, and convert the painted chevron marked painted buffer to a through bike lane.
 - Continue the bike lane across southbound Newport Boulevard to the existing Class 1 path on Fair Drive and southbound Newport Boulevard

The project will eliminate the westbound right turn slip lane at Del Mar Avenue and northbound Newport Boulevard by removing the raised median which will require traffic signal modifications at the intersection.

The project includes a new ADA curb ramp and APS push buttons at the intersection of northbound Newport Boulevard and Del Mar Avenue.

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

The project area is defined as the segment of Del Mar Avenue between Newport Boulevard (approximately 500 feet west of Newport Boulevard) and Elden Avenue in the City of Costa Mesa. This phase consists of defining physical conditions and utilities within the area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials, obtain all necessary permits, and secure right-of-entry for survey work.

3. Perform a topographic survey extending through the project area to establish horizontal and vertical controls using aerial photogrammetric methods. Perform a detailed augmentation by ground survey at the northeast corner of the intersection of Del Mar Avenue and Northbound Newport Boulevard. The aerial survey shall extend 50' into cross streets and include full intersections and extend outside of the City's right-of-way as far as is required. Aerial mapping will be planimetric (no contours), however, elevations in the area of the ground survey detail will be in terms of NAVD88 and referenced to the nearest Orange County Benchmarks (OCBM). The photogrammetric mapping shall include vectorized CAD linework of improvements and a geo-reference color orthophoto. The Consultant shall establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. The Consultant shall facilitate the execution of all right-of-entry agreements as required for the survey. A detailed augmentation by ground survey will be done selectively and only at locations where it is necessary for the design intent. Existing survey monuments will be used to establish record centerline and right-of-way.

4. Establish City and private 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 and underground service alert (USA) to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.

6. Plot the detailed survey notes and electronic mapping files at 40 scale using AutoCAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), cross gutters and spandrels, pavement striping, utilities, structures, walls, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, signs, and all other physical features.

PHASE II – Preliminary Design and Community Outreach

This phase consists of the analysis and design of alternative(s) and identification of any expected issues related to constructing proposed improvements, traffic analysis, community outreach, and preliminary design of the improvements. The preliminary design shall conform to latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

The City will provide any relevant data collected to date. It is the consultant's responsibility to verify the accuracy of all information provided by the City. The Consultant shall prepare a preliminary improvement concept plan to determine the most cost-effective design that meets the project's intent. Preliminary design engineering and community outreach shall include:

1. Preparation of conceptual plan options/alternatives of proposed improvements and identify associated impacts and costs. Proposed improvements are anticipated to be within the existing City right-of-way. The Consultant shall identify any required temporary or permanent easements necessary to construct and maintain the proposed improvements.

2. Community Outreach during the design process:

- One (1) City Active Transportation Committee meeting for presentation of the design concept plans for committee member input. The consultant shall prepare a presentation and participate in this meeting. The City will schedule the presentation and notify the Committee.

3. Prepare preliminary conceptual design plans (30% design) for the proposed improvements and identify associated impacts and costs. The concept plans should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, signs, bus stops, medians, centerlines, traffic signal infrastructure, etc. The preliminary plans will be used to identify any issues affecting construction of the proposed improvements and form the basis for final construction plans. The design plan should reduce construction and minimize any right-of-way costs. A detailed preliminary cost estimate itemizing all construction elements will be prepared. The City will provide comments for consultant revision of the design plans.
4. The consultant shall conduct one (1) field walk-through with City staff after completion of the 30% design.

PHASE III – Final Design Plans, Specifications & Estimates (PS&E)

This phase consists of the preparation of final design plans, specifications and estimates (PS&E). PS&E and utility coordination shall conform to the latest editions (including errata) of: California Manual of Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards. Plans shall be 1" = 20' or 1" = 40' scale horizontally, depending on the type of the plan, on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized. Plans are to be fully detailed to advertise and construct the project, including, but not limited to:

- Topographic Surveying
- Signing and Striping Plan
- Traffic Signal Modification Plan
- Curb, gutter, and sidewalk improvements, as needed
- Civil Improvement Plans, as needed
- Utility Plan, as needed
- Contract documents including Specifications
- Special and technical provisions
- Cost Estimates
- ADA improvement details
- Processing and approvals
- Utility adjustments/relocations

Plans, specifications, and estimates shall be submitted at 60%, 90%, and 100% milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg etc.). The City will provide comments at each milestone for consultant revision of the PS&E.

1. Plot all physical features including BCR, ECR, centerlines, angle points, top of curb, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles, fire hydrants, catch basins, signs, water valves, manholes, etc. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of project.
2. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies and underground service alert (USA) to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.
3. The consultant shall include \$10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.
4. Prepare traffic signal modification plan caused by removal of the slip lane raised island.
5. If necessary, define new survey monuments or re-setting of existing monuments and provide detailed drawings fully dimensioned for each.
6. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction contract agreement will be furnished to the Consultant by the City.
7. 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 (100%) detailed construction quantity and cost estimate. 100% Plans and specifications shall be signed and stamped by the Consultant.
8. Conduct a field walk-through with the City during the first (60%) PS&E submittal.
9. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; survey data; Utility File; Right-of-Way File, CAD files, and all relative project information.
10. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications, and estimates.

QUALITY ASSURANCE/QUALITY CONTROL - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high-quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are

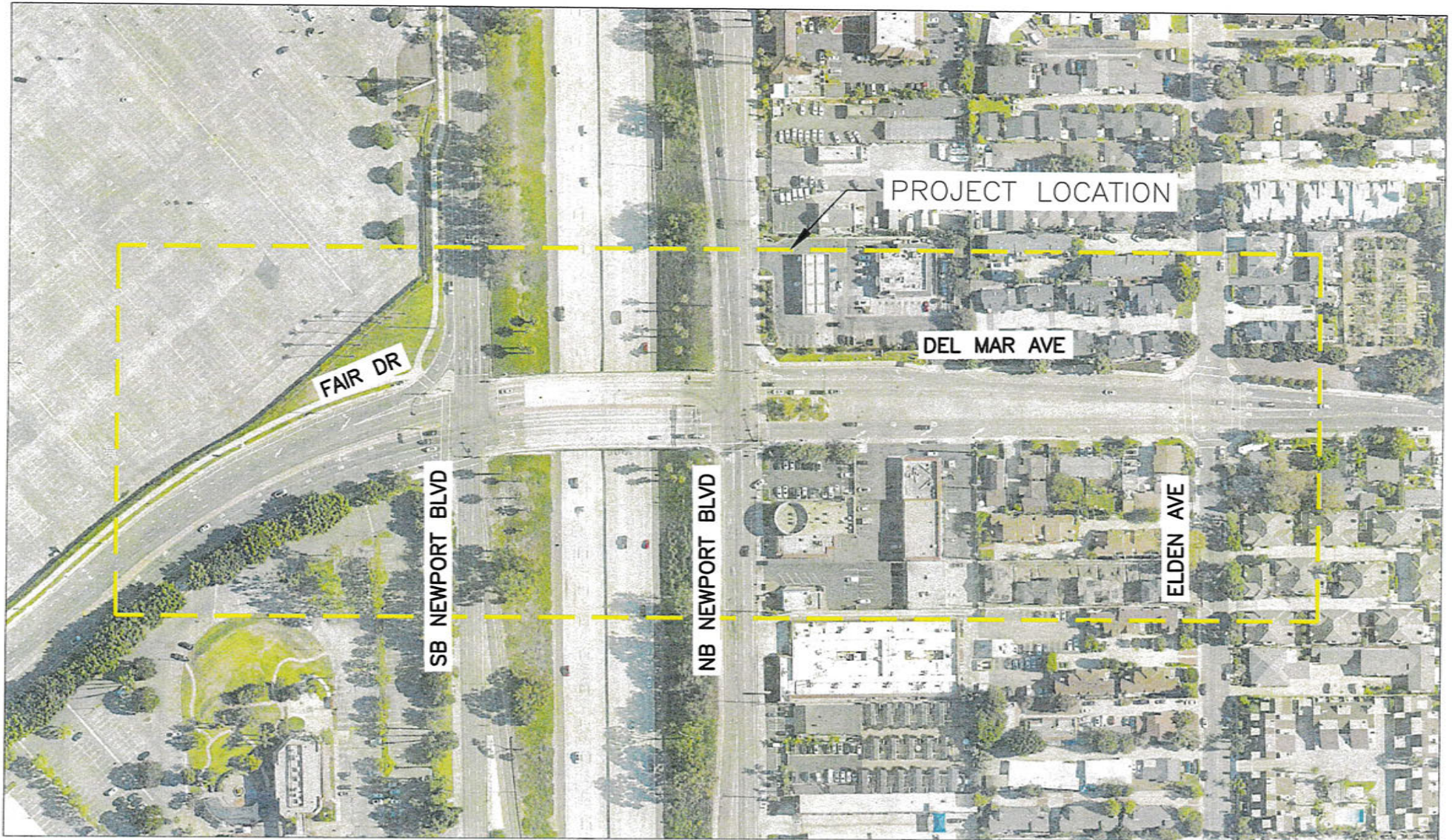
requested to have an in-house technical level of expertise to professionally address all aspects of the project.

The City highly emphasizes the importance of QA/QC on all its project. The consultant shall thoroughly QA/QC PS&E submittals to ensure minimal errors and omissions and that all standards (e.g. CA MUTCD, State and City Standards, etc.) are met and followed. Submittals found to not have properly undergone QA/QC will not be reviewed by staff and will be sent back to the consultant to undergo QA/QC.

Project Design meetings shall be held once a month. 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 review of the work status and accomplishments occurring each month. The schedule will be regularly updated and provided to the Project Manager prior to the project design meeting each month.

EXHIBIT 1

EXHIBIT 1



DEL MAR AVENUE BICYCLE FACILITY PROJECT
LOCATION MAP



APPENDIX B

**SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____,00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

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

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be

approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

Provide courtesy copy to:
City of Costa Mesa

77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted

against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that 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 sub-consultants 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 sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding

the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP No. 24-02 DEL MAR AVENUE BICYCLE FACILITY PROJECT**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-02 DEL MAR AVENUE BICYCLE FACILITY PROJECT** at any time after November 8, 2023.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 8, 2023 with a City Councilmember concerning informal **RFP No. 24-02 DEL MAR AVENUE BICYCLE FACILITY PROJECT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space: -----

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor 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. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**ADDENDUM NO. 1
REQUEST FOR PROPSAL
FOR
DEL MAR BICYCLE FACILITY PROJECT
RFP NO. 24-02**



**Public Works
CITY OF COSTA MESA**

Addendum Released on November 20, 2023

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- **Delete** Proposals Due: November 28, 2023 @ 2:00 pm.
- **Replace** Proposals Due: December 1, 2023 @ 2:00 p.m.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature **Date**

Typed Name and Title

Company Name

Address

City **State** **Zip**

EXHIBIT B
PROPOSAL

November 30, 2023

Ms. Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
JENNIFER.ROSALES@costamesaca.gov

LLG Reference: P2.22.0275.1

Subject: **Proposal to Provide Traffic Engineering Design Services for the Del Mar Bicycle Facility Project RFP No. 24-02**
Costa Mesa, California

Dear Ms. Jennifer Rosales:

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 Del Mar Bicycle Facility project. 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 civil street improvement plans, 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 is to facilitate bike and pedestrian mobility/connectivity along Del Mar Avenue. The ADA ramps will be designed and constructed for the intersection of Newport Boulevard at Del Mar Avenue in addition to accessible pedestrian system upgrades. The City of Costa Mesa’s Active Transportation plan has identified the installation of a Class II bike lane on Del Mar Avenue between Newport Boulevard and Elden Avenue. Minor street improvement for removal of a median island is required and no widening is expected as part of this project for the full project length.

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 design and bid support for numerous HAWK signals and traffic signals in the City. LLG has also recently completed the design of the Wilson Street Bike Corridor improvement between Placentia Avenue and Newport Boulevard inclusive of chockers and a Class II and III bike facility. 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 traffic signal modification to provide adequate green time for the bike movements. Our approach focuses on communication, insightful and accurate services, timely delivery of work products, and anticipation of issues.

Engineers & Planners
Traffic
Transportation
Parking

**Linscott, Law &
Greenspan, Engineers**

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

Pasadena
Irvine
San Diego
Las Vegas

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
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

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 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 the 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 expected to be involved in any litigation in connection with prior projects. LLG has an 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 180 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

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 through the project area to establish enough horizontal and vertical controls using aerial photogrammetric methods and detailed augmentation by ground survey at the northeast corner for the removal of the pork chop island and design and construction of the traffic improvements. The survey will be produced with NAVD88 and reference nearest Orange County Benchmarks (OCBM). Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits and 50' beyond into cross streets. 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 civil street improvement plans, 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 underground service alert (USA) and affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation/coordination.
- 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, flow-lines, 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.

- 1.7 Plot all physical features including BCR and ECR, flow-lines, centerlines, angle points, top of curb, back of sidewalk, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles (light, traffic signal, and power), fire hydrants, catch basins, signs, water valves, manholes, etc. at 40 scale using AutoCAD on 24"x36" sheets identifying all existing conditions. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of each project within all adjacent private properties, define driveways, walkways, curbs, signs, and all other physical features.
- 1.8 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.

PHASE II – Preliminary Design and Community Outreach

- 2.3 Prepare conceptual plan at 30% level illustrating the improvements set forth in the proposal to provide for a Class II buffered bike lane in the eastbound direction by reducing Del Mar to a single lane, and also provide for a Class II bike lane in the westbound direction from Newport Boulevard connection to the Class I bike path along Fair Drive. The plan will also include preliminary design of the pork chop median removal and traffic signal improvements. LLG will also investigate the feasibility for implementing high visibility crosswalks at the intersections of Elden Avenue and Newport Boulevard (north and south). The proposed improvements will be designed to fit within the existing City right-of-way and identify any required temporary or permanent easements necessary to construct and maintain the proposed improvements.

Our plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 24" x 36" City of Costa Mesa. Our plans will include all new/upgraded/replacement signs and new striping, pavement markings, pavement legends, sign and striping removals, and potentially implementation of bikeway improvements along the Project frontage, as well as installation of continental-style crosswalks. 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.

We anticipate that our concept signing and striping plan set will contain one (1) sheet.

- 2.4 In support of a City public workshop, LLG will plan, prepare, and participate in one (1) City Active Transportation Committee meeting and one (1) field walk-through with City staff. The City will provide notifications to the affected stakeholders including businesses and residents. In addition, the City will organize the meeting and setup using the City's Zoom meetings or reserve nearby City facilities.

PHASE III – Final Plans, Specifications, & Estimates (PS&E)

- 3.1 Prepare signing and striping plan to include CA MUTCD for implementation of appropriate signage and striping for the Class II buffered bike lane and the signal design to facilitate proper vehicular control, bike, and pedestrian crossing. We anticipate striping plans for the following street segments.

- Del Mar Avenue between 50 feet e/o Eden Avenue and 50' w/o Newport Boulevard (southbound)

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.

We anticipate that our signing and striping plan set will contain one (1) sheet.

- 3.2 Prepare line of sight exhibits for all approaches and submit to the City at the 60% and 90% completion level.
- 3.3 Prepare Street Improvement Plans as required for demo of pork chop raised median and existing pavement and installation of new asphalt concrete and accessible ramps. This will be a plan and profile as required and will include general and construction notes and will show construction of the new ramps and any affected areas to the curb, gutter, and sidewalk. This will also include a quantity cost estimate for bond and permit purposes.

Our plan will be prepared using AutoCAD drafting software on 24" x 36" City of Costa Mesa Title Block Mylar.

- 3.4 Prepare signal plan for relocation of the traffic signal pole and installation of APS push button system at the intersection of Del Mar Avenue and Newport Boulevard (south)

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.

- 3.5 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 at 100% for City approval. Conduct a field walk-through with the City during the 60% and 90% PS&E submittal.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 Should potholing be required, LLG will submit a request to the City's Project Manager prior to commencing the pothole efforts.

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 preliminary design plans can be completed and submitted for review within five weeks. We anticipate an overall design schedule of 180 days 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:

***19th Avenue at Wallace
(City of Costa Mesa)***

Agency/Client Reference:

City of Costa Mesa

Mr. Ramin Nikoui, P.E. PTOE, MS

Associate Engineer

Prepared a traffic signal plan for installation of a new traffic signal at the intersection of 19th Street and Wallace Avenue. The project was completed to the satisfaction of the City staff and LLG and is currently under construction.

***Wilson Street at Fordham Drive
HAWK***

(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 traffic signal plan for installation of the HAWK at the intersection of Wilson Street and Fordham Drive connecting pedestrians to the park and the bus stop. The project was completed to the satisfaction of the City staff and LLG assisted in the bidding process in preparing the specifications.

***Wilson Street Bike Lane Improvements
(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 along Wilson Street between Placentia Avenue and Newport Boulevard. The improvements included implementation of striped chockers and a Class II and III bike facility. The project was completed to the satisfaction of the City staff.

***Doheny Park Road Bike Connectivity
(City of Dana Point)***

Agency/Client Reference:

City of Dana Point

Mr. Matthew Sinacori, P.E.,

Director of Public Works/City Engineer

Prepared signing and striping plan along Doheny Park Road to provide for a Class II buffered bike lane. The project included a road diet and required design approval from both the City of Dana Point and Caltrans District 12. The project is currently at 75% design completion.

***Casa Blanca Bike Lane
(City of Riverside)***

Agency/Client Reference:

City of Riverside

Mr. Brett Craig, P.E., T.E.

Senior Traffic Engineer

Prepared signing and striping plan along Lincoln Avenue to provide for a Class II buffered bike lane and Class II shared bike use. The project also included installation of a HAWK signal. The project is currently at 95% design completion.

APPENDIX A

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

LINSCOTT
LAW &
GREENSPAN

→
engineers

**Linscott, Law &
Greenspan, Engineers**

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

Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. 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.

**LINSCOTT
LAW &
GREENSPAN**



engineers

**Linscott, Law &
Greenspan, Engineers**

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

Pasadena
Irvine
San Diego
Woodland Hills

Kim Preap, P.E.



Senior Transportation Engineer

Years of Experience:
17 years

Years with LLG Engineers:
17 years

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

Registration:
Professional Engineer
CA Registration TR 2833

Professional Memberships:
ITE | ASCE | OCTEC

**LINSCOTT
LAW &
GREENSPAN**

engineers

**Linscott, Law &
Greenspan, Engineers**

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

Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Kim Preap is a licensed Traffic Engineer in the state of California. He earned his Bachelor of Science in Transportation Engineering from University of California, Irvine and has over 19 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

18th Street at Lions Park HAWK, City of Costa Mesa, California –

Mr. Preap served as LLG's Project Manager for the design of a new HAWK traffic signal at the midblock crossing along 18th Street for Lions Park in the City of Cost Mesa. Mr. Preap prepared the signing and striping modification as well as the traffic signal installation plan for the crossing. Mr. Preap coordinated with contractors to perform potholing and prepared the specifications and special provisions document for support of the bid package. The plans were completed on time and within budget.

Wilson Street at Fordham Drive HAWK, City of Costa Mesa, California –

Mr. Preap served as LLG's Project Manager for the design of a new HAWK traffic signal at the intersection of Wilson Street and Fordham Drive in the City of Cost Mesa. Mr. Preap prepared the signing and striping modification as well as the traffic signal installation plan for the crossing. There were constraints with overhead powerlines that were resolved through unique engineering design. Mr. Preap coordinated with contractors to perform potholing and prepared the specifications and special provisions document for support of the bid package. 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

**LINSCOTT
LAW &
GREENSPAN**

engineers

Linscott, Law &
Greenspan, Engineers

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

Pasadena
Irvine
San Diego
Woodland Hills

Biography

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

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.

LINSCOTT
LAW &
GREENSPAN

→
engineers

**Linscott, Law &
Greenspan, Engineers**

2 Executive Circle

Suite 250

Irvine, CA 92614

T 949.825.6175

F 949.825.6173

www.lgengineers.com

Pasadena

Irvine

San Diego

Woodland Hills

Matthew Palermo, P.E.

matt.palermo@nacivil.com

Objective

To build knowledge and experience in the ever-expanding civil engineering industry.

Work Experience

NA & Associates, Inc.

April 2006 – present

- Designed infrastructure of more than 150 shopping centers, high rise commercial buildings, restaurants, churches, fueling facilities, and schools throughout California.
- Developed precise grading plans for more than 150 projects ranging in size from half an acre to 45 acres.
- Became proficient in writing reports including; SWPPP, WQTR, SWDR, SWMitP, WQMP, LID.
- Designed retaining walls using RetainPro®.
- Effectively communicate with peers, clients and agencies.
- Proficient in Autodesk products: Land Desktop®, Civil Design®, and Civil 3D®
- Experience with Excel®, Word®, and Outlook®
- Excellent computer skills and organization
- Strong leadership capabilities.
- Excellent project team player.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to work in unison with staff, client, and agency.
- **Street improvement design includes; street widening, street rehabilitation, driveway design, and ADA accessible ramps per City and CALTRANS specifications in most Southern California counties**

Design Engineer

April 2006 – August 2008

Project Engineer

August 2008 – May 2012

Project Manager

May 2012 – September 2018

Principal Engineer

September 2018 – present

Education & Technical Abilities

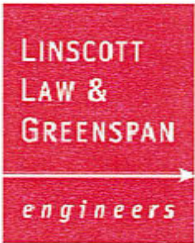
Bachelors of Science in Civil Engineering

Grad. Date: January 2008

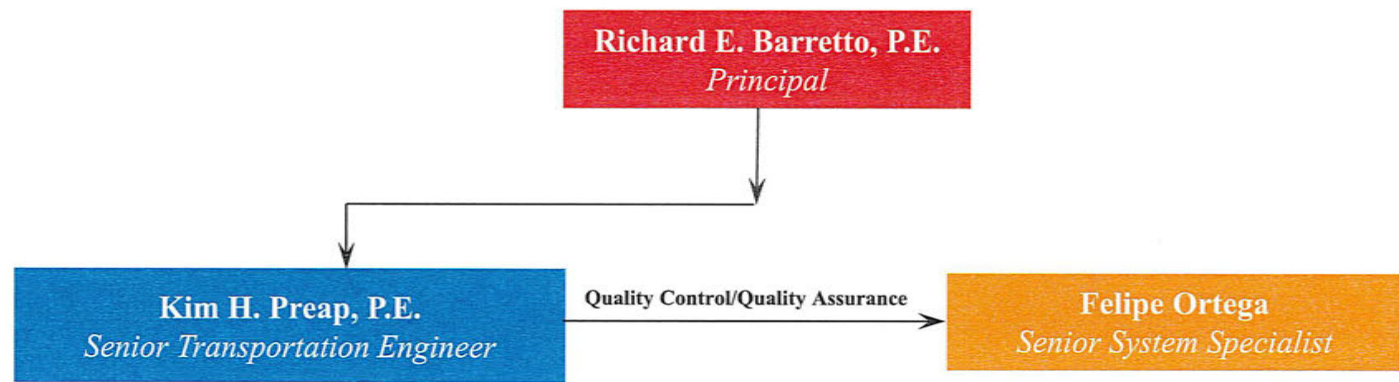
California State University, Fullerton

- PE (June 2011)
- 14 years' experience working with AutoCAD and AutoCAD Civil 3D.

APPENDIX B
STAFF FLOW CHART



LLG – Organization Chart



APPENDIX C
CITY FORMS

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
RICHARD E. BARRETTO,	PRINCIPAL	949-825-6175 ext. 244
KEIL D. MABERRY,	PRINCIPAL	949-825-6175 ext. 228

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: 07097

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 4/30/24

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-02 DEL MAR AVENUE BICYCLE FACILITY PROJECT** at any time after November 8, 2023.

Signature

Date: 11/30/23 _____

KIM H. PREAP

Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 8, 2023 with a City Councilmember concerning informal **RFP No. 24-02 DEL MAR AVENUE BICYCLE FACILITY PROJECT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

----- If the answer is yes, explain the circumstances in the following space. -----

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor 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. List below or state "None."

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name: LG2WB Engineers, Inc. dba Linscott, Law & Greenspan Engineers

Company Legal Status (corporation, partnership, sole proprietor etc.): CORPORATION

Active licenses issued by the California State Contractor's License Board: CIVIL/TRAFFIC

Business Address: 2 EXECUTIVE CIRCLE, SUITE 250, IRVINE, CA 92614

Website Address: WWW.LLGENGINEERS.COM

Telephone Number: 949-825-6175

Facsimile Number: 949-825-6173

Email Address: BARRETTO@LLGENGINEERS.COM

Length of time the firm has been in business: 56 YEARS

Length of time at current location: 16 YEARS

Is your firm a sole proprietorship doing business under a different name: ___ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 8AM - 5PM

1/2/23, 5/29/23, 7/4/23, 9/4/23, 11/23/23, 11/24/23, and 12/25/23; 24 HOUR CLOSURE ON HOLIDAYS and 5PM-8AM ON REGULAR BUSINESS DAYS.

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: RICHARD E. BARRETTO

Telephone Number: 949-825-6175 ext. 244

Facsimile Number: 949-825-6173

Email Address: BARRETTO@LLGENGINEERS.COM

Contact person for accounts payable: SHARMIN MCCHESENEY

Telephone Number: 949-825-6175 ext. 221

Facsimile Number: 949-825-6173

Email Address: accountspayable@llgengineers.com

Name of Project Manager: KIM H. PREAP

Telephone Number: 949-825-6175 ext. 242

Facsimile Number: 949-825-6173

Email Address: PREAP@LLGENGINEERS.COM

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name: McCarthy Building Companies, Inc.

Telephone Number: 310-431-1097

Contact Name: Jason Markel

Contract Amount: \$38,000.00

Email: jmarkel@mccarthy.com

Address: 19262 Jamboree Road Irvine, CA 92612

Brief Contract Description: Completed design support for preparation of signing and striping plan of a Class I and Class II bike facility along Jamboree Road and traffic signal modification plans at three intersections in the City of Irvine, CA.

Company Name: City of Dana Point

Telephone Number: 949-248-3574

Contact Name: Matthew Sinacori, P.E.

Contract Amount: \$8,600

Email: msinacori@danapoint.org

Address: 33282 Golden Lantern, Suite 212, Dana Point, CA 92629

Brief Contract Description: Currently providing design support for preparation of signing and striping plan of a Class I and Class II bike facility along Doheny Park Road in the City of Dana Point, CA.

Company Name: Fuscoe Engineering

Telephone Number: 909-581-0676

Contact Name: Gabrielle Richardson

Contract Amount: \$8,600

Email: grichardson@fuscoe.com

Address: 2850 Inland Empire Boulevard, Suite B Ontario, California 91764

Brief Contract Description: Currently providing design support for preparation of signing and striping plan for a Class II buffered bike lane and traffic signal plan for a HAWK signal to service the school crossing in the City of Riverside, CA.

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

EXHIBIT C
COST PROPOSAL



November 30, 2023

Mr. Ramin Nikoui, PE, MS
Associate Engineer
Transportation Services Division
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

LLG Reference: P2.23.0327.1

Subject: **Cost Proposal to Provide Traffic Engineering Design Services for the Del Mar Bicycle Facility Project RFP No. 24-02**
Costa Mesa, California

Engineers & Planners
Traffic
Transportation
Parking

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

Pasadena
Irvine
San Diego
Woodland Hills

FEE ESTIMATE

Our professional fees for the services outlined in the scope of work proposal for Tasks associated with Phase I, II, and III will be billed monthly, on a percent complete basis, using the attached Fee Schedule, for a fixed fee not to exceed **\$39,103.00**.

Required Traffic Design Plan Budget Estimate:

▪ Survey, Utility Research, and Base Preparation	\$ 8,946.00
▪ Signing and Striping Plan	\$ 3,000.00
▪ Traffic Signal Plan	\$ 6,712.00
▪ Street Demo and Construction Plan	\$ 5,945.00
▪ Plan Processing	\$ 1,500.00
▪ Special Provisions & Costs Estimates	\$ 1,000.00
▪ Coordination Meetings (3)	\$ 1,500.00
▪ Reimbursable Expenses	\$ 500.00
▪ Potholing	<u>\$ 10,000.00</u>
Total Contract Request – Phase I, II, and III:	\$ 39,103.00



**PROPOSAL ACCEPTED FOR TASKS UNDER PHASE I, II, AND III
(OUTLINED IN THE SCOPE OF WORK PROPOSAL) FOR A FIXED FEE
NOT TO EXCEED \$39,103.00 WITHOUT PRIOR AUTHORIZATION.**

(Authorized Agent)

(Title)

(Firm)

(Federal I.D. #)

(Address)

(Date)

FEE SCHEDULE



Effective January 1, 2023

<u>TITLE</u>	<u>PER HOUR</u>
Principals	
Principal Engineer.....	\$ 289.00
Associate Principal Engineer.....	\$ 260.00
Planning/Design Manager.....	\$ 242.00
Transportation Engineers	
Senior Transportation Engineer.....	\$ 219.00
Transportation Engineer III.....	\$ 194.00
Transportation Engineer II.....	\$ 164.00
Transportation Engineer I.....	\$ 141.00
Transportation Planners	
Senior Transportation Planner.....	\$ 194.00
Transportation Planner III.....	\$ 164.00
Transportation Planner II.....	\$ 141.00
Transportation Planner I.....	\$ 125.00
Signal System Specialist	
Senior Signal System Specialist.....	\$ 205.00
Signal System Specialist III.....	\$ 175.00
Signal System Specialist II.....	\$ 149.00
Signal System Specialist I.....	\$ 133.00
Technical Support	
Engineering Associate II.....	\$ 139.00
Engineering Associate I.....	\$ 135.00
Engineering Computer Analyst II.....	\$ 133.00
Engineering Computer Analyst I.....	\$ 105.00
Senior CADD Drafter.....	\$ 135.00
CADD Drafter III.....	\$ 125.00
CADD Drafter II.....	\$ 111.00
CADD Drafter I.....	\$ 95.00
Senior Engineering Technician.....	\$ 135.00
Engineering Technician II.....	\$ 125.00
Engineering Technician I.....	\$ 95.00
Word Processor/Secretary.....	\$ 89.00
Engineering Aide I.....	\$ 68.00

Engineers & Planners
 Traffic
 Transportation
 Parking

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

Pasadena
 Irvine
 San Diego

Philip M. Linscott, PE (1924-2000)
 William A. Law, PE (1921-2018)
 Jack M. Greenspan, PE (Ret.)
 Paul W. Wilkinson, PE (Ret.)
 John P. Keating, PE (Ret.)
 David S. Shender, PE
 John A. Boarman, PE
 Clare M. Look-Jaeger, PE (Ret.)
 Richard E. Barretto, PE
 Keil D. Maberry, PE
 Kalyan C. Yellapu, PE
 Dave Roseman, PE
 Shankar Ramakrishnan, PE
 An LG2WB Company Founded 1966

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

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

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



EXHIBIT "C"

SCHEDULE OF HOURLY FEES FOR PROFESSIONAL SERVICES

Effective January 1, 2023 through December 31, 2023

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 185.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 165.00
Senior Project Engineer	\$ 155.00
Project Engineer	\$ 135.00
Senior Design Engineer	\$ 130.00
Design Engineer	\$ 105.00
Associate Engineer	\$ 105.00
Engineering Technician	\$ 95.00
Project Assistant	\$ 95.00

* Overtime rates are 1.5 times regular rate

REIMBURSABLE COSTS

Reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; mylars; and diskettes, not included in the scope of work.

- All reimbursable costs shall be billed at 15% markup.
- Mileage shall be billed at \$0.62/mile (office staff only).
- All accounts are due net 30 days from the date of invoice.
- Outstanding accounts shall be charged 1.5% per month.

LINSCOTT, LAW & GREENSPAN, ENGINEERS
 FEE ESTIMATE - 2023 FEE SCHEDULE



JOB NO. P2310327

JOB DESCRIPTION: Del Mar Bicycle Facility Project (RFP No. 24-02)

01-Dec-23

TITLE	BILLING RATE	HOURS BY TASK PHASE I, II, AND III											TOTAL HOURS	COST PER TITLE		
		I	II	III												
Principal Engineer	\$289		1	1											2	\$578
Assoc. Principal Engr.	\$260														0	\$0
Senior TE	\$219		3	3											6	\$1,314
TE III	\$194		10	7											17	\$3,298
TE II	\$164														0	\$0
TE I	\$141	4	16	8											28	\$3,948
Senior CADD	\$139	3	22	15											40	\$5,560
Senior Signal System Specia	\$135														0	\$0
Reimbursables														1	0	\$500
Sub-Consultant	\$135	59	27	17											103	\$13,905
HOURS PER TASK		66	79	51	0	0	0	0	0	0	0	0	0	1	196	
TOTAL COST		\$8,946	\$11,845	\$7,812	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000		\$29,103

Phase I:
 Detailed Topographic Survey \$8,946

Phase II:
 Preliminary Design Plan and Community Outreach \$11,845

Phase III:
 Final Design Plans, Specifications, & Estimates (PS&E) \$7,812

Reimbursables \$500

Pot Pole Budget Reservation \$10,000

Total Not-To-Exceed Costs \$39,103

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.