CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of April, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering services in connection with the Newport Boulevard Frontage Road Rehabilitation Project 19th Street to Bristol Street, 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 herein (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. <u>Scope of Services</u>. Consultant shall provide the professional services described in City's Request for Proposals ("RFP"), including the revised appendices thereto, attached hereto as Exhibit "A," Addendum No. 1 to City's RFP, attached hereto as Exhibit "B", and Consultant's Proposal, attached hereto as Exhibit "C." Exhibits A, B, and C are incorporated herein by this reference.
- 1.2. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred Thirty-Two Thousand Seven Hundred Ninety-Seven Dollars (\$432,797.00).
- 2.2. <u>Additional Services</u>. 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. <u>Commencement and Completion of Work</u>. 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, 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. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on April 19, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of both parties.
- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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:

IF TO CITY:

KOA Corporation 2141 W. Orangewood Ave. Orange, CA 92868 Tel: (714) 573-0317

Attn: Matt Stepien

77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5633

Attn: Seung Yang

City of Costa Mesa

Courtesy copy to:

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

Attn: Finance Dept. | Purchasing

- 6.5. <u>Drug-Free Workplace Policy</u>. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.
- 6.6. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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. <u>PERS Eligibility Indemnification</u>. 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. <u>Cooperation</u>. 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. <u>Conflict of Interest</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.21. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Construction</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Counterparts and Electronic Signatures</u>. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.
- 6.28. <u>Corporate Authority</u>. 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 Date: 4/26/2021 VICE PRESIDENT STEPHEN BISE, [Name and Title] CITY OF COSTA MESA Date: 51321 Lori Ann Farrell Harrison City Manager ATTEST: Branda Orean 5/17/221 City Clerk APPROVED AS TO FORM: Kimberly Hall Barlow City Attorney APPROVED AS TO INSURANCE: Date: 4/27/24 Ruth Wang **Risk Management**

Finance Director

EXHIBIT A REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFÓRNIA 92628-1200

P.O. BOX 1200

PUBLIC SERVICES DEPARTMENT

November 23, 2020

TO:

PROSPECTIVE PROPOSERS

SUBJECT:

REQUEST FOR PROPOSÁLS (RFP) FOR THE NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT - 19TH STREET TO

BRISTOL STREET IN THE CITY OF COSTA MESA

Dear Consultant:

The City of Costa Mesa is seeking proposals from well-qualified Civil Engineering design firms experienced in preparing and completing Asphalt Concrete (AC) Pavement Rehabilitation, ADA-compliant parkway, Storm Drain, Complete Street, Landscape and Irrigation, Specifications, and Estimates ("PS&E") for public bidding purposes. The selected consultant will also have extensive experience working with Caltrans and processing encroachment permits. The Project will include completing the necessary base mapping, preliminary engineering, topographic survey, geotechnical/soils report, pavement assessment, storm drain analysis, landscape design and complete street design for 65% and 95% level PS&E, design supporting documents, 100% bid documents, and assisting the City during the Bid and Award Phase of the Project. The complete street design element should be completed using a sub-consultant from the select consultant list from the City or one with equivalent experience. The Project is funded with RMRA funds as three projects (See Appendix A for Project Location Map):

Project A - SB Newport Blvd. from Měša Drive to Victoria Štreet

Project B - SB Newport Blvd. from Victoria Street to 19th Street and NB Newport Blvd. from 19th Street to 22nd Street

<u>Project C</u> – NB Newport Blvd. from 22nd Street to Bristol Street and SB Newport Blvd. from Bristol Street to Mesa Drive

The anticipated dates with respect to the RFP process out to the Notice to Proceed and Project Kick-Off Meeting for the proposed Scope of Work, are as follows:

S	CHEDULE- FY 2020/21	DATE
1.	RFP Advertisement	11/23/20
2.	Proposal Received by the City	12/17/20
3.	Consultant Selection	01/15/21
4.	Award PSA to Selected Consultant	02/16/21
5.	Notice to Proceed and Project Kick-Off Meeting	03/01/21

Enclosed is a Request for Proposal (RFP) to provide professional services for the subject Project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as required by the RFP and stated in the submitted proposal.

CITY OF COSTA MESA GONTACT/PERSON

The City of Costa Mesa contact person for this Project is Kelly Dalton, at (714) 754-5275 Please do not contact other staff members in conjunction with this RFP prior to the announcement of the award.

REQUIRED COPIES OF PROPOSAL AND DUE DATE

Proposals shall be submitted electronically via Planetbids https://www.planetbids.com/portal/portal/portal/cfm?CompanyID=45476. No other form of submittal shall be accepted by the City.

Sincerely

Baltazar Mejia, P.E. Interim City Engineer

c: Raja Sethuraman, Public Services Director

REQUEST FOR PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR

THE NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT – 19TH STREET TO BRISTOL STREET IN THE CITY OF COSTA MESA

1. INTRODUCTION

The City of Costa Mesa is seeking proposals from qualified Civil Engineering firms experienced in preparing and completing Plans, Specifications, and Estimates ("PS&E") for public bidding purposes. The work includes Asphalt Concrete (AC) Pavement Rehabilitation, ADA and Sidewalk Upgrades, Storm Drain, Complete Street, and Landscape Design work. The selected consultant will have extensive experience processing and obtaining encroachment permits from Caltrans. The Project also includes completing the necessary base mapping, preliminary engineering, topographic survey, geotechnical/soils report, pavement assessment, storm drain analysis, and complete street design with landscaping. Consultants may use one of the pre-selected complete street design consultants (Appendix A) from the attached list or another consultant with similar experience. It is anticipated that the selected consultant will be submitting 65%, 95% and 100% level PS&E's; and assisting the City during the Bid and Award Phases of the Project.

The Project has received RMRA funding as three individual projects (Appendix B) as follows:

Project A – SB Newport Blvd. from Mesa Drive to Victoria Street

<u>Project B</u> – SB Newport Blvd. from Victoria Street to 19th Street and NB Newport Blvd. from 19th Street to 22nd Street

<u>Project C</u> – NB Newport Blvd. from 22nd Street to Bristol Street and SB Newport Blvd. from Bristol Street to Mesa Drive

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to <u>a maximum of 20 pages</u> (excluding front and back covers, section dividers, resumes, photographs, and exhibits) and include the following:

- A. Statement of Project understanding containing any suggestions to expedite the Project or special concerns that the City should be made aware of, and a Project approach containing any <u>additional</u> scope of work tasks you feel are necessary for the successful completion of the Project.
- B. A Project team organization chart identifying those who will perform work

and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this Project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

Complete Streets Experience

The City is also requesting that Project team and proposal include a Complete Streets team member from the list of pre-approved consultants (Appendix A). Alternatively, you may propose a Complete Street consultant with a minimum of five years of experience.

- C. A list of similar projects (inclusive of complete street design), which your firm has completed within the last five years. Information on the completed projects should include project name and description, agency and client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost. This list shall also include relative experience with development of Temporary Traffic Control Plans and working with Caltrans Permit Division.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner. To assist with the development of this Project delivery schedule within the proposal, the following estimated milestones for completion of the Tasks from the NTP are provided:

Milestone Project Delivery Schedule

Activity ID	Activity Description	Milestone Completion Date
Task 1	Preliminary Engineering and Base Maps	3 months total from NTP
1.1	Notice to Proceed – Kickoff meeting	March 1, 2021
1.2	City and Caltrans Record Data/Map Research	1 month from NTP
1.3	Utility Coordination – As Built and Records Research	1.5 months from NTP
1.4	Geotech/Soils AC Pavement Assessment Report	2 months from NTP
1.5	Topographic Survey	2 months from NTP
1.6	Base maps	2.5 months from NTP
1.7	CEQA Environmental Clearance (Optional Task)	TBD
1.8	Project Development Team (PDT) #1 Meeting – Base map, Utility, Record Data, and Concept Plan	3 months from NTP

Task 2	Right-of-Way Engineering (Optional Task)	TBD
2.1	Additional R/W Assessment (Optional Task)	TBD
2.2	R/W Acquisition (Optional Task)	TBD
Task 3	65% Plans, Specifications, and Estimates	6 months from NTP
3.1	65% PS&E Development	5 months from NTP
3.2	65% PS&E Submittal	5 months from NTP
3.3	PDT #2 Meeting - 65% PS&E Design Review Meeting	6 months from NTP
3.4	Utility Coordination – Conflict Matrix and Pothole Exploration	6 months from NTP
Task 4	95% Plans, Specifications, and Estimates	8.5 months from NTP
4.1	95% PS&E Development	7.5 months from NTP
4.2	95% PS&E Submittal	7.5 Months from NTP
4.3	Caltrans Encroachment Permit Application Submittal	7.5 months from NTP
4.4	PDT #3 Meeting - 95% PS&E Design Review Meeting	8.5 months from NTP
4.5	Final Utility Coordination	8.5 months from NTP
Task 5	100% Bid Documents	10.5 months from NTP
5.1	100% Bid Document Submittal	9.5 months from NTP
5.2	2 nd Caltrans PC Encroachment Permit Submittal	9.5 months from NTP
5.3	PDT #4 Meeting - Final Bid Document Coordination Meeting	10 months from NTP
5.4	Final Contract Documents – Bid Ready	10.5 months from NTP
Task 6	Bid and Award Support	
6.1	Pre-Bid Meeting	TBD
6.2	Bid Proposal Review	TBD
		-
Task 7	Construction Engineering Support	
7.1	RFI and Change Order Support	TBD

This milestone schedule lists the main milestones with corresponding work break down structure numbering within the anticipated full delivery schedule and is to be used for general estimating purposes. Therefore, it is the Proposer's responsibility to assess the level of effort to complete the scope of work as identified within this RFP and provide a specific delivery schedule with main activities, sub-activities, predecessors/successors, start dates, durations, and finish dates to accomplish the work. The City encourages the proposers to enhance the milestone schedule provided and make the necessary duration adjustments with delivery efficiencies to complete the scope of work. Additionally, the proposer needs to utilize the proper minimum review times from the City and Caltrans within the

schedules with respect to the deliverables.

E. A fee proposal provided as a separate PDF file (see Section 6 of this RFP). Allow for public presentations at the 65% and 95% completion stages. These meeting should be led by the Complete Street design sub consultant.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department (Department) of the City of Costa Mesa has established a Consultant Selection Committee (Committee) consisting of at least three (3) members from this Department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently. Upon completion of the initial proposal review, a final rating list will be completed by the Committee and at the Departments discretion, a short list of up to the top three (3) proposers may be invited to the City for an interview. The Department will make a final decision with respect to the preferred proposer subsequent to the interviews.

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 criterion may also be considered even if not specified below.

1) Qualifications of Firm's Experience
--

- Strength, stability, experience, and technical competence of the firm and sub-consultants (if any);
- Logic of project organization;
- Experience in providing services similar to those requested herein;
- Experience working with public agencies; and
- Adequacy of labor and resource committed to the project.

2) Qualifications of Key Personnel's Experience ------ 20%

- Qualifications, education and experience of project staff; and
- Key personnel's level of involvement in performing related work.

3) Work Plan/Method of Approach ------ 30%

- Description of the approach to completing the tasks specified in Section 17 – Scope of Consultant Services within this RFP;
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- Finish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

4) Completeness and Timeliness of Response ----- 5%

- Completeness of response in accordance with RFP instruction;
- Has not taken exceptions to or deviations from the RFP requirements;
 and
- Inclusion of required licenses and certifications of the firm and key personnel performing the project.
- 5) References ------ 10%
- 6) Cost Proposal ----- 5%
 - Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received:
 - · Adequacy of the data in support of figures quotes; and
 - Basis on which prices are guoted.

4. <u>RFP CLARIFICATIONS</u>

A. Examination of Documents

Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing in accordance with Section 4.B below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter, which will be posted on the City's website.

B. Submitting Requests

- 1) All questions must be put in writing and must be received by the City no later than 4:00 p.m., Tuesday, December 8, 2020.
- 2) Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP for the NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT 19TH STREET TO BRISTOL STREET". City is not responsible for failure to respond to a request that has not been labeled as such.
- 3) The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:
 - (a) E-Mail: e-mail address is: kelly.dalton@costamesaca.gov

C. City Responses

Responses from the City will be posted on PlanetBids, no later than close of business on December 14, 2020.

5. SUBMISSION OF PROPOSALS

A. Date and Time

Proposals must be submitted at or before 4:00 p.m. on December 17, 2020.

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Proposer unopened.

B. Identification of Proposals

Proposals shall be submitted electronically via PlanetBids:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 No other form of submittal shall be accepted by the City

FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 No other form of submittal shall be accepted by the City

- B. The fee proposal shall include a cover letter stating the not-to-exceed fee, and a separate fee schedule depicting individual Project tasks, staff 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. In addition, the fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- C. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule of any tasks.

6. ESTABLISHMENT OF FEES

The final not-to-exceed fee with the selected consultant will be negotiated based on the final scope of work, project budget and final fee rates.

7. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein

and will not be responsible for any other cost or obligation of any kind which may be incurred by the Proposer. All proposals submitted to the City of Costa Mesa become the property of the City.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- A. Preparing its proposal in response to this RFP;
- B. Submitting that proposal to the City;
- C. Negotiating with the City any matter related to this proposal; or
- D. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

8. JOINT OFFERS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

9. PROTEST PROCEDURES

Any protests filed by a Proposer in connection with this RFP must be submitted in writing via certified mail to the following:

Baltazar Mejia, Interim City Engineer

Public Services Department – Engineering Division City of Costa Mesa 77 Fair Drive, 4th Floor Costa Mesa, CA 92626

10. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of Professional Services Agreement (PSA) is enclosed for your review, as Attachment "A". The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits. The Proposer shall review said PSA and indicate within the proposal any exceptions to the PSA requirements.
- B. No reduction in the City's "Scope of Consultant Services" will be permitted without written approval by the City.

11. INSURANCE REQUIREMENTS

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

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

See Attachment 'A' for further insurance requirements specifically cited within Section 5 of the sample PSA.

12. RFP SCHEDULE

SCHEDULE- FY 2020/21		DATE
1.	RFP Advertisement	11/23/20
2.	Proposal Received by the City	12/17/20
3.	Consultant Selection	01/15/21
4.	Award PSA to Selected Consultant	02/16/21
5.	Notice of Proceed and Project Kick-Off Meeting	03/01/21

13. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully inform themselves of all Project conditions and the effort required to successfully complete the Project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

14. RIGHT TO ACCEPT OR REJECT ALL PROPOSALS

- A. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- D. City reserves the right to postpone proposal openings for its own convenience.
- E. Proposals received by the City are public information and must be made available to any person upon request.
- F. Submitted proposals are not to be copyrighted.

15. SCOPE OF CONSULTANT SERVICES

A. WORK DEFINITION

The City is requesting proposals from qualified firms experienced in preparing and completing AC Pavement Rehabilitation, ADA Upgrade, Drainage, and Complete Street with landscape Design work with full Plans, Specifications,

and Estimates ("PS&E"). The Project will include completing the necessary base mapping, preliminary engineering, topographic survey, geotechnical/soils report and pavement assessment, 65% and 95% level Plans, Specifications, and Estimates, design supporting documents, 100% bid documents, and assisting the City during the Bid and Award Phase of the Project.

B. SCOPE OF SERVICES

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

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

The following Tasks and description of work defines the general project requirements, which have been arranged in a work breakdown sequence with specific work products to assist the proposers with the associated level of effort to complete the Project. The proposers should evaluate the scope of work as outlined herein to determine the appropriate level of effort to complete the Project utilizing their expertise, experience, and knowledge of developing full AC Pavement Rehabilitation, Drainage, complete Streets and Landscaping, and ADA Upgrades Plans, Specifications, and Estimates (PS&E) for bidding purposes.

The Project is separated out into three projects (See Appendix B for Project Location Map):

Project A – SB Newport Blvd. from Mesa Drive to Victoria Street

<u>Project B</u> − SB Newport Blvd. from Victoria Street to 19th Street and NB Newport Blvd. from 19th Street to 22nd Street

<u>Project C</u> – NB Newport Blvd. from 22nd Street to Bristol Street and SB Newport Blvd. from Bristol Street to Mesa Drive

In addition to the general goal of developing complete P, S & E's for the street rehabilitation of these segments, the scope of work also includes correcting drainage deficiencies such as replacing all CMP laterals within the project limits with RCP (the preliminary list of locations is included in Appendix D); adding a new catch basin within project A just south of the existing catch basin (33°39'55.1"N 117°53'47.0"W) between Mesa Dr and Fair Dr; installing sleeves for the future landscape improvement project (Copies of plans to be uploaded to PlanetBids for reference); and implementing approved ATP improvements where feasible.

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.

Task 0 - Project Administration and Management

0.1 Monthly meetings with City Staff, including preparation of meeting agenda, updated schedules, project reports and minutes of each meeting to subsequently follow each meeting.

Deliverables: Copies of all meeting agenda, notes, and schedules in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

Task 1 - Preliminary Engineering and Base Maps

This Phase of the delivery schedule consists of defining physical conditions and utilities within the Project and working with the City to verify environmental clearance of the proposed improvements with the following Tasks:

1.1 Notice to Proceed – Kickoff meeting

Upon receipt of the Notice to Proceed and PO for the PSA, the consultant shall coordinate with the City and Caltrans staff to set-up a kickoff meeting to define and clarify the work plan, schedule, project elements, and to develop a list of record information to be obtained for the design.

Deliverables: Copies of kick-off meeting agenda, notes, action items list, and baseline schedules in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

1.2 City and Caltrans Record Data/Map Research

The consultant shall obtain all City provided Record Drawings ("As-Builts") for development and CIP projects, Right-of-way records, centerline monument ties, existing City GIS mapping and data, and other Orange County, Caltrans, or related records, and complete an inventory of records with data specifically to assist with the development of the CADD basemaps. The selected Consultant shall research, collect, review and verify all existing studies/reports/as-builts/records (from County, City, Caltrans, and other public/government entities) relevant to the design to assess the need to

update, enhance, and modify the information to complete the work defined herein. A copy of existing City of Costa Mesa street improvement plans will be uploaded to PlanetBids for reference.

Deliverables: Inventory of Records (1 hardcopies and electronic files (pdf and MS excel, MS Access)).

1.3 Utility Coordination – As Built and Records Research

The consultant shall submit the utility notifications to all utilities within the Project area and shall research all existing utility infrastructure including franchise utilities. The minimum requirements for this task are outlined in the attached Utility Coordination Procedures (Appendix E). The consultant shall provide the City with verification of utility company responses to the notifications.

Deliverables: Utility Notices, Record Information received, and Utility Matrix (1 hardcopy and electronic files (pdf, MS Word, MS excel).

1.3.1 Site Assessment and Inspection

The consultant shall complete a site inspection of the length and width of the Project limits and check the field conditions against all "As-Builts"/Records, Right-of-Way records, Caltrans records/information and other available studies or reports pertaining to the Project limits from the existing record information and mapping from Task 1.2 and 1.3.

1.4 Geotechnical/Soils AC Pavement Assessment Report

The consultant shall use the existing information gathered from Tasks 1.2 and 1.3 as well as information from the City's Pavement Management Program (current PMP to be uploaded to PlanetBids for reference) and review of readily available background materials, including published geologic maps and literature, in-house information, and stereoscopic aerial photographs. Consultant shall also review existing log of test boring sheets, and other existing geotechnical/soils reports, if available prior to initiating the Geotechnical/Soils Project specific exploration work.

The consultant shall complete a geotechnical site reconnaissance to observe the geotechnical conditions along the Project limits.

The consultant shall obtain, analyze, and document geologic and engineering data averaging five feet in depth for the project area (estimated 30 locations), and develop R-value and pavement design recommendations within a Geotechnical/Soils AC Pavement Assessment Report

The 30 boring locations shall be proposed by the consultant and approved by the City prior to initiation of the work. The borings shall be a minimum of 6" wide and average 5' deep, with cores backfilled and compacted at 95% with

AC material immediately following work. Provide boring log and maps showing dimensions of cores and horizontal distances from identifiable roadway points.

The Geotechnical/Soils AC Pavement Assessment Report shall present the results of the data review and findings, conclusions and recommendations relative to the geotechnical aspects of the project's design and construction. Identify recommendations for treatment and tabulate soil information in table format for existing and proposed conditions. Complete pavement analysis to determine several pavement options within the Project area. The City will provide the average daily traffic volume data and TI.

Deliverables: Draft and Final approved Core Map and Draft and Final Geotechnical/Soils Investigation and Pavement Assessment Report (3 hardcopies and electronic files (pdf, MS Word, MS excel, CADD).

1.5 Topographic Survey

Based on the data and record information gathered and reviewed in Tasks 1.2 and 1.3, the consultant shall perform a topographic survey extending through the Project area to establish horizontal and vertical controls. Reference elevations to the closest and latest Orange County Benchmark (OCBM) with horizontal control pursuant to NAD83 (ft) and vertical NGVD 88 (ft). The survey shall extend from City R/W to City R/W along the Centerline limits of the Project and include the SR 55 Caltrans ramp areas within the state's R/W with control tie-in as needed to Caltrans R/W monuments included within the Project area. The topographic survey shall establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout Project limits. All existing features, utilities, curb, sidewalk, etc.. needed to properly design the project shall be obtained. The Consultant shall obtain the necessary encroachment permits or right-of-entry agreements to perform the work. Ground based Lidar System (Mobile Mapping) may be proposed as an optional service.

Deliverables: Field Survey Notes and Point Files (2 hardcopies and electronic files (pdf, GIS file types, CADD)). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions.

1.6 Base maps – (Topo, R/W, and Utility Mapping)

Using the information collected and reviewed under Tasks 1.2, 1.3, and 1.5, complete the necessary base maps for the project as follows:

The Basemaps shall contain all record, surveyed, and establish precise location of all utilities and utility easements, and R/W lines. Plot the detailed survey topo points and electronic mapping files at 40 scale via CAD on 22" X 34" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins,

signs, valves, and manholes, concrete ramps, etc.

The consultant shall provide a QA/QC summary report for Base map deliverable stated herein. This report shall demonstrate that the deliverable provided to the City has been thoroughly reviewed by the Engineer of Record or his/her designee who has the authority to guarantee the accuracy of the deliverable.

Deliverables: Base maps (1 hardcopies (full scale (22"x34") and electronic files (pdf, GIS file types, CADD. All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions.

1.7 Preliminary Engineering Layout (35% Concept Plans)

Based on the Base map developed from Record Information and Topographic Surveys, the consultant shall prepare preliminary concept plans for the proposed improvements inclusive of the complete street elements and landscaping areas and identify associated impacts and costs. The concepts should include existing and proposed right-of-way (inclusive of required temporary construction easements), curbs, sidewalks, driveways, striping, bus stops, medians, centerlines, etc. The concept plans will be used to determine the preferred plan. A detailed cost estimate itemizing all construction and right-of-way elements should be prepared.

Deliverables: 35% Concept Plans (2 hardcopies (full scale (22"x34") and electronic files (pdf, GIS file types, CADD. All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions.

1.8 CEQA Environmental Clearance (Optional Task)

It is anticipated that the Project proposed improvements will be covered under CEQA Section 15301 – Class1, Existing Facilities as a categorical exemption. The City will file the Notice of Exemption utilizing the description of work as defined and agreed to by the City. However, if additional improvements are proposed that might trigger additional environmental studies/reports to solidify the required CEQA document for clearance, the City will negotiate a fee with the preferred consultant at such time as required. Therefore, this task is an optional task and the proposal shall list said task as such with a "Fee TBD, if required" identification within the cost section of the proposal.

Deliverables: TBD

1.9 PDT #1 Meeting – Basemaps, Utility, Record Data, and Concept Plan

The consultant shall coordinate a PDT meeting with the City subsequent to the Base maps and 35% Concept Plans submittal to discuss the deliverables and to make any final adjustments/edits as required for a final Base map, to select the preferred improvements for the Project description, and to assess the level of CEQA document for environmental clearance.

Deliverables: Copies of PDT#1 meeting agenda, notes, action items list, and update to baseline schedules in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

Task 2 – Right-of-Way Engineering (Optional Task)

This Phase of the Project is an Optional Task that entails further right-of-way investigation with respect to the existing right-of-way and proposed right-of-way as determined by Tasks within Phase I. The Consultant shall review the preferred improvement concept plans to determine additional right-of-way requirements, impacts, and costs. Based on the unknown nature of the potential additional right-ofway needed, this is an optional task and the proposal shall list said task as such with a "Fee TBD, if required" identification within the cost section of the proposal. However, if this optional task is required, the following general Right-of-way engineering services are expected, but not limited to:

- 1. Obtain and review all existing right-of-way documentation of the project area, assessor maps, building site plans, and parcel maps for each affected property, preliminary title reports.
- 2. Facilitate the execution of all right-of-entry agreements as required for survey and geotechnical work. Procure and review current litigation guarantees/title reports, development tract maps, building plans, and associated property documentation for each affected property.
- 4. Determine all easement locations including utilities, existing easement facilities, and disposition of affected facilities and easements with proposed alternative improvements to minimize partial right-of-way takes and TCE's.
- 5. Identify square footage to be acquired and itemize project impacts resulting to each affected property.
- 6. Interview owners and tenants, present the proposed project, and assess the extent of concerns conveyed at the meeting.
- 7. Prepare itemized cost estimates for acquisitions per parcel within the preferred concept plan, and estimate severance and/or cost-to-cure damages.
- 8. Upon approval of the final proposed improvements within the concept plan and feedback from the City on the proposed additional right-of-way required, perform calculations to establish precise right-of-way acquisition areas for each parcel and prepare the required right-of-way acquisition legal plat and description exhibits. Review and verify traverse closures and area calculations for each impacted parcel. The Consultant shall plot on 8-1/2" x 14" vellum acquisition maps per City standard layout. Maps shall be prepared in AutoCAD. Process for City review and provide three (3) copies for each parcel of the final legal description, deed, exhibits, and right-of-way map for City review.
- 9. Complete all right-of-way acquisition appraisals and assist the City with the conveyance documents to clear right-of-way and obtain a Right-of-Way Certification.

Deliverables: TBD

This Phase of the Project includes the preparation of final civil design plans, specifications and estimates, and utility coordination. The plans and specifications shall conform to City and Caltrans standards. Plan and profile will be required for the existing and proposed elevations for all curb and gutter/sidewalk replacement areas and if the proposed pavement rehabilitation requires an AC overlay that increases the existing CL grades. Plans shall be 1" = 20' scale horizontally and 1"=2' vertically on standard 22" x 34" sheets. Details shall be to a ¼" to 1'-0" scale. AutoCAD latest version shall be utilized, with check plots for 65% and 95% on bond paper and final plans completed on 4 mil. erasable mylar per the City standards. Plans are to be fully detailed to advertise and construct the Project, including but not limited to:

Title Sheet Temporary Traffic Control Plan General Notes/Abbreviations/Legend ADA improvement details Survey Control Details Street Plan and profile drawings Landscape **Plans** Storm Drain Improvement Plan Signing and striping Plans Street Sections with UG Util Locations Geotechnical Borings Traffic signal modification plan, if required

The consultant shall provide a QA/QC summary report for each deliverable stated herein. This report shall demonstrate that the deliverables provided to the City have been thoroughly reviewed by the Engineer of Record or his/her designee who has the authority to guarantee the accuracy of the deliverables.

3.1 65% PS&E Development

3.1.1 Plans

Based on the preliminary engineering and basemap work associated with Phase I and Phase II work, if required, the Consultant shall prepare 65 % level constructability plans pursuant to the sheet layout mentioned herein. The plans shall provide sufficient detail and engineering to a level for a constructability review. All existing features/utilities, proposed improvements, right-of-way, etc.. shall be clearly shown on the plan sheets. The Temporary Traffic Control Plan and Striping and Signage Plan shall be prepared in conformance with Caltrans/MUTCD standards. The consultant shall also complete a site visit to perform a field QA/QC check and make any adjustments to the plans prior to submittal.

3.1.2 Specifications

The consultant shall prepare the bid item description and technical section, and bid proposal schedule(s) using the City's current Specifications Boilerplate. The font end of the Boilerplate Specifications will be completed by the City. The technical section of the specifications shall be in conformance with the 2018 Greenbook and relevant sections of the Caltrans Standard

Specifications.

3.1.3 Engineers Estimate

The consultant shall complete a 65% Engineers Estimate using the City quantity and estimate template. The bid item description and units shall be consistent with the City standards with an updated unit price for each bid item that reflects the bid summary results and other cost data in the Orange County/City limits within a six month window of time of estimate.

3.1.4 Final Geotechnical/Soils and Pavement Assessment Report

The consultant shall complete/update a Final Geotechnical/Soils and Pavement Assessment Report, If there are updates needed to reflect new information after the Final report is accepted from Task 1.4. If there are no updates, then the Final report provided under Task 1.4 will be considered the final Report of record for incorporation into the 65% design plans and specifications.

3.1.5 Hydrology/Hydraulics Report

The consultant shall prepare a Hydrology/Hydraulics Report with respect to the Storm Drain Plan. The report will provide sufficient detail to demonstrate the required size, slope, type of pipe etc. that will be designed and shown within the Storm Drain Plan sheets.

3.2 Utility Coordination – Conflict Matrix and Pothole Exploration

The consultant shall complete a phase 2 utility exploration effort with all the potentially impacted utilities to obtain record information that was not provided in Task 1.3 and identify potential conflicts with the 65% design within a conflict matrix summary. The consultant shall determine the need to complete utility pothole information for the areas of conflict and assist the City with the USA notifications. The pothole work shall be completed by the consultant and the information shall be provided to the City and shown on the 65% plans.

3.3 65% PS&E Submittal

The consultant shall provide the complete 65% PS&E package as defined herein to the City two weeks prior to the PDT#2 Meeting.

Deliverables: 65% Plans, Technical Specifications, Engineer's Estimate, Final updated Geotechnical/Soils and Pavement Assessment Report, Hydrology/Hydraulics Report, Utility Matrix and Pothole Report, and all utility notices with responses (3 hardcopies all documents (full scale (22"x34" plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc.

3.4 PDT#2 Meeting – 65% PS&E Design Review Meeting

The consultant shall coordinate the second PDT meeting with the City subsequent to the 65% PS&E submittal to discuss the deliverables and potential utility conflicts, City comments/redlines, and to make any final adjustments/edits as required to the 65% constructability set. The City will provide the final re-lines of the documents two weeks after the meeting.

Deliverables: Copies of PDT#2 meeting agenda, notes, action items list, and update to baseline schedules, if required, in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

Task 4 – 95% Plans, Specifications, and Estimates

4.1 95% PS&E Development

The consultant shall incorporate all comments from the City PDT #2 Meeting and subsequent redlines into the 95% PS&E documents. Additionally, the consultant shall complete a site visit to perform a field QA/QC check and make any adjustments to the plans prior to submittal.

4.2 95% PS&E Submittals

The consultant shall provide the complete 95% PS&E package as defined herein to the City two weeks prior to the PDT#3 Meeting.

Deliverables: 95% Plans, Technical Specifications, Engineer's Estimate, Final updated Geotechnical/Soils and Pavement Assessment Report, if updated from 65% PS&E review, Final Hydrology/Hydraulics Report, Utility Matrix and Pothole Report (3 hardcopies all documents (full scale (22"x34" plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc. Additionally, the 65% PS&E City Redlines and a comment/response matrix shall be provided.

4.3 Caltrans Encroachment Permit Application Submittal

The consultant shall assist the City and obtain authorization from the City to complete the Caltrans Encroachment Permit submittal, which will include a separate set of the 95% Plans, Technical Specifications, Geotech/Soils and Pavement Assessment Report, and SWPPP that is specific to the work within Caltrans right-of-way and requirements. The set would be a reduced set such as the TTCP, Street Layout Plan and Profile, Striping and Signage Plan, etc.. that requires Caltrans review and encroachment permit for State Highway Route 55. The consultant shall work with the Caltrans Encroachment Division staff assigned to the permit application to discuss and resolve all comments. The consultant shall assist the City and set-up a pre-permit application meeting

with Caltrans to discuss the requirements and scope of work within the Caltrans right-of-way.

Deliverables: Caltrans Encroachment Permit Application, Caltrans meeting agenda and notes (2 hardcopies all documents (full scale (22"x34" plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc..

4.4 PDT#3 Meeting – 95% PS&E Design Review Meeting

The consultant shall coordinate the third PDT meeting with the City subsequent to the 95% PS&E submittal and Caltrans Encroachment Permit Submittal to discuss the deliverables, comments on the 65% PS&E and resolution to any utility conflicts, and to make any final adjustments/edits as required to the 95% PS&E. The City will provide the final red-lines of the documents two weeks after the meeting.

Deliverables: Copies of PDT#3 meeting agenda, notes, action items list, and update to baseline schedules, if required, in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

4.5 Final Utility Coordination

The consultant shall complete a phase 3 utility exploration effort with all the potentially impacted utilities to obtain additional pothole information not provided within Task 3.4 and finalize and identify any potential conflicts with the 95% design and update the conflict matrix summary. The consultant shall determine the need to complete additional utility pothole information for the areas of conflict and assist the City with the USA notifications. The pothole work shall be completed by the consultant and the information shall be provided to the City and shown on the final plans.

Deliverables: Final Utility Matrix and Pothole Report (3 hardcopies all documents and electronic files (pdf, GIS file types, CADD), and utility notifications and responses. All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc.

Task 5 – 100% Bid Documents

5.1 100% Bid Document Submittal

Prior to submitting the 100% Bid Documents, the consultant shall check in with Caltrans Encroachment Division to make any corrections/edits as required by the 1st Plan Check and incorporate the Caltrans edits into the Bid Plan/Spec Set. The consultant shall provide the City the 100% stamped not signed Bid Documents two weeks prior to the PDT#4 Meeting.

Deliverables: 100% Plans, Technical Specifications, and Final Engineer's

Estimate (3 hardcopies all documents (full scale (22"x34" plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc. Additionally, the 95% PS&E City Redlines and a comment/response matrix shall be provided.

5.2 2nd Caltrans PC Encroachment Permit Submittal

The consultant shall meet and coordinate with the Caltrans Encroachment Division Engineer and address all 1st PC comments as required with the individual commenter. The Caltrans Permit Set shall incorporate all relative comments to the plans and specs and other required documents and resubmit the documents for a 2nd PC review. All comments and responses shall be provided in an MS Excel matrix and submitted with the 2nd PC documents. The consultant shall assist the City and set-up a 2nd PC permit meeting with Caltrans to discuss any outstanding and un-resolved issues subsequent to the 2nd PC submittal.

Deliverables: Caltrans 1st PC Denial Letter, Caltrans Redlines, Comment/Response Matrix, Caltrans 2nd PC meeting agenda and notes (2 hardcopies all documents (full scale (22"x34" redline plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc.

5.3 PDT#4 Meeting - Final Bid Document Coordination Meeting

The consultant shall coordinate the fourth and final PDT meeting with the City subsequent to the 100% PS&E submittal and Caltrans 2nd PC Encroachment Permit Submittal to discuss the deliverables, comments on the 100% PS&E, resolution to Caltrans 1st PC comments, final resolution to any utility conflicts, and to make any final adjustments/edits as required to the 100% PS&E. The City will provide the final red-lines of the documents two weeks after the meeting.

Deliverables: Copies of PDT#4 meeting agenda, notes, action items list, and update to baseline schedules, if required, in hard copy and electronic format (MS word, MS Excel, pdf, and MS Project for schedule).

5.4 Final Contract Documents – Bid Ready

Prior to submitting the Final Contract Documents, the consultant shall check in with Caltrans Encroachment Division to make any corrections/edits as required by the 2nd Plan Check and incorporate the Caltrans edits into the Final Bid Plan/Spec Set. The consultant shall submit the 3rd PC documents to Caltrans and, if required, set-up further coordination meetings with Caltrans to obtain final resolution to obtain approval and Permit issuance. Furthermore, the consultant shall provide the City a check plot with the comments/responses matrix and 100% redlines to complete a final review. Once the City has completed the review of the check plot and there are no outstanding issues

with the Caltrans Permit and the Permit is ready for issuance, and there are no further edits/comments that were not properly addressed in the 100% submittal, the City will notify the consultant to prepare the Final Contract Documents signed and sealed for delivery to the City for Bid.

Deliverables: Check Plot, and Final Contract Documents, 3rd PC Caltrans Permit documents with comments/response matrix (3 hardcopies of all documents (full scale (22"x34" plans) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc. Additionally, the 100% PS&E City Redlines, comment/response matrix, Caltrans Permit letter with 2nd PC comments/responses matrix and Caltrans permit shall be provided.

PHASE IV - Bid and Award Phase

This phase entails the City bid and award process for the Project. The Bid Documents will be published on PlanetBids.com.

Task 6 – Bid and Award Support

6.1 Pre-Bid Meeting

The consultant shall assist the City with all RFI's on the Bid Documents and attend the Pre-Bid Meeting. The Consultant shall assist the City will all RFI's that lead into an addenda and provide the required delta changes to the Bid Document as required in a timely manner.

Deliverables: All RFI's, Responses, and Delta changes to the Bid Documents (1 hardcopy of all documents (full scale (22"x34" plans with delta's for changes from RFI's) and electronic files (pdf, GIS file types, CADD). All digital files shall be compatible to the latest City CADD/GIS/Civil 3D versions, MS Word, MS Excel, etc.

Task 7 – Construction Engineering Support

7.1 RFI and Change Order Support

SERVICES TO BE INCLUDED

- 1. It is the Consultant's responsibility to research, collect and verify all information such as existing records and documents including documents furnished by the City in order to complete this Project on schedule and within budget.
- 2. Scheduling, noticing, and compilation of information for distribution to the public and utilities as required.
- 3. It is the Consultant's responsibility to obtain the required Caltrans Permit.

16. <u>CITY RESPONSIBILITIES</u>

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

- A. Providing CIP Project and Development Project As-Builts/Record Drawings.
- B. Providing the City's current Boilerplate Specifications and Appendix documents
- C. Providing GIS files and layers
- D. Providing Hydrologic Model Data (SIMS)
- E. Providing Access to City Facilities
- F. Verification of work and payment to the consultant.
- G. Additional Information on File at the City that is associated with the Scope of Work.

ATTACHMENTS:

Attachment A-Sample Professional Services Agreement

APPENDICES

Appendix A – Project Location Map

Appendix B – Pre-Approved Complete Street Consultants

Appendix C – Utility Coordination Procedures

Appendix D - List of CMP Locations

Appendix E – Newport Layout



LEGEND

MESA DRIVE TO VICTORIA STREET

SB VICTORIA STREET TO 19TH STREET & NB 19TH STREET TO 22ND STREET

NB 22ND STREET TO BRISTOL STREET & BRISTOL STREET TO MESA DRIVE

PROJECT LOCATION MAP

N.T.S

Pre-Approved Complete Street Consultants

- Kimley Horn 765 The City Drive South Suite 200 Orange, CA 92868 714.939.1030
- Fehr & Peers

 101 Pacifica #300
 Irvine, CA 92618
 949.308.6300
- KOA
 2141 W. Orangewood Avenue
 Orange, CA 92868
 714.573.0317
- Mark Thomas 16795 Von Karman Ave #240 Irvine, CA 92606 949.477.9000
- Kittelson and Associates
 750 The City Dr. S Suite 410
 Orange, CA 92868
 714.468.1997

CITY OF COSTA MESA UTILITY COORDINATION PROCEDURES

I. INITIAL REQUEST

- 1. Consultant/Project Manager shall submit, by certified mail, a written request to all utility companies/agencies who may potentially have facilities located within the project limits. The request shall ask for all available information on the location, depth, material, and size of all active and abandoned facilities (cable television, electric, telephone, telecommunication (e.g., internet), fiber optic, gas, sewer, water, reclaimed water, etc.) within the project limits. The request letter shall provide the name and phone number of the City's and Consultant's Project Manager, as well as a copy of the project schedule.
- Consultant/Project Manager shall conduct a thorough search of all City, County, and State records and review related plans to obtain all available information on the location of utilities within the project limits.
- 3. Consultant/Project Manager shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, telephone calls shall be made and reports of conversation prepared to document verbal responses from utility companies/agencies. A "utility file" shall be maintained at all times documenting all utility-related issues, correspondences, telephone conversation notes, etc.
- 4. With this information, Consultant/Project Manager shall develop preliminary plans/base sheets showing precise location and alignment of existing improvements and utilities.

II. PRELIMINARY PLANS / BASE SHEETS

- 1. Two sets of the preliminary plans shall be submitted by the Consultant/Project Manager to all utility companies/agencies that owns facilities within the project limits (the preferred format and media is determined by the individual utility companies) requesting they verify the location of their facilities shown or to be identified on the plans. Plans need not be sent to utility companies/agencies that have indicated they do not have facilities within the project limits. If a utility company/agency did not respond to the initial request, but City records show the existence of their facilities, Consultant/Project Manager shall send plans with supplemental request.
- 2. Consultant/Project Manager shall oversee that all utility companies/agencies verify the accuracy of the information shown on the plans by field investigating the location of their own facilities (active and abandoned) to determine the precise horizontal and vertical location. All pertinent information should be recorded on the plans, and one red-lined set returned to the Consultant/Project Manager. The second set of prints is to be held by utility companies/agencies for their records. All utility companies/agencies shall also indicate the location of any future facilities proposed for construction within the next five years within the project limits.
- Consultant/Project Manager shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, e-mail correspondence and telephone calls shall be made with reports of conversations prepared to document verbal responses from utility companies/agencies.
- 4. Consultant/Project Manager shall locate [pothole or use ground penetrating radar (GPR)] all existing City-owned underground utilities, such as irrigation, storm drain, electrical conduits, etc., as directed in writing by the City's Project Manager.

- Consultant/Project Manager shall request all utility agencies to pothole their facilities within the project limits as required.
- 5. With this information, Consultant/Project Manager shall revise plans as necessary and proceed with the design of the project making every practical attempt to avoid conflicts with all active utility facilities.
- 6. Consultant/Project Manager shall discuss with utility companies/agencies as necessary any potential conflicts, costs, and scheduling associated with relocations before making final decisions on design methods and relocation requirements.
- 7. If Metropolitan Water District (MWD), Orange County Water District (OCWD), Costa Mesa Sanitary District (CMSD), and/or Orange County Sanitary District (OCSD) would prefer that the relocations be performed by the City's Contractor at the time of the project construction, the utility shall immediately notify the Consultant/Project Manager in writing requesting this. Said letter shall also include a statement of financial acceptance for design and construction relocation work and other attributable costs such as printing and prorated portion of mobilization and traffic control.
- 8. Upon approval by the City of such a request, any and all utility companies/agencies shall provide standard details (8-1/2" x 11"), any special design plans, and specifications to the Consultant/Project Engineer for inclusion in the bid package. (A minimum of 90% prior to scheduled 100% submittal date).
- 9. At 90% stage, the Consultant/Project Manager will conduct a walk of the entire project site to verify all existing utilities, including above ground utilities.

III. FINAL PLANS (MINIMUM 90% COMPLETE)

- 1. Upon completion of the plans, Consultant/Project Manager shall submit, by certified mail, two sets of prints (if the preferred format is electronic files, keep a record of the submittals) of the plans approved for utility relocation to all utility companies/agencies who may be required to relocate their facilities. The plans shall be highlighted to show all conflicts. A cover letter shall accompany the plans indicating that the plans are "Approved for Utility Relocation" and indicating the scheduled advertising date and contract award date. Plans shall be sent a minimum of two weeks before the scheduled advertising date. Plans need not be sent to utility companies/agencies who are determined not to require relocations.
- 2. If more than one agency will require relocation of their facilities, Consultant/Project Manager shall coordinate with the utility companies/agencies to avoid conflict among relocations.
- 3. Consultant/Project Manager shall oversee that all utility companies/agencies promptly review the plans for conflicts, then proceed immediately with the design of relocations, and notify the Consultant/Engineer in writing the schedules of the utility companies/agencies for relocating their facilities one week prior to bid opening.
- 4. Consultant/Project Manager shall ensure a written response from all applicable utility companies/agencies. When the company or agency has declined to send a response, then a report of conversation shall be prepared to document verbal responses from the utility companies/agencies.
- 5. The Consultant/Project Manager shall oversee that all utility companies/agencies complete designs and relocation work prior to the contract award date of the City's project.

6. All utility companies/agencies are required to obtain all applicable (No Fee) permits from the City of Costa Mesa, Public Services Department, for proposed work in the public right-of-way. The City's Project Manager shall review the utility plans and/or type of work prior to the issuance of the permit.

IV. BID-SET PLANS AND SPECIFICATIONS

- 1. Upon advertising the project for bids, Consultant Project Manager shall distribute, by certified mail, bid-set plans and specifications to all affected utility companies/agencies indicating the proposed date for beginning of construction.
- 2. Upon receiving the bids, Consultant/Project Manager shall forward bid results to the utility company whose work is incorporated in the project plans, specifications, and estimates (PS&E). Should the utility companies/agencies disagree with the price bid for the utility work, the utility companies/agencies may withdraw their request for the City's Contractor to perform the work. If the request is withdrawn, all utility companies/agencies shall be responsible for completing all relocations prior to construction of the City's project. Also, all utility companies/agencies will remain responsible for all costs incurred by the City, including costs to include the utility relocation work in the PS&E bid package.

V. CONSTRUCTION

- 1. Upon award of contract, City shall invoice all utility companies/agencies for their share of the amount bid by the Contractor for relocation/adjustment work to be performed by the City's Contractor. Utility companies/agencies shall submit payment to the City within thirty (30) days of receipt of the invoice.
- 2. All costs incurred by the City due to delays determined to be caused by utility companies'/agencies' relocation of their facilities will be billed to the utility companies/agencies involved.
- Upon final accounting and acceptance of the project, City shall invoice utility companies/agencies for any additional costs or submit payment to the utility companies/agencies for any overcharges.

Notes:

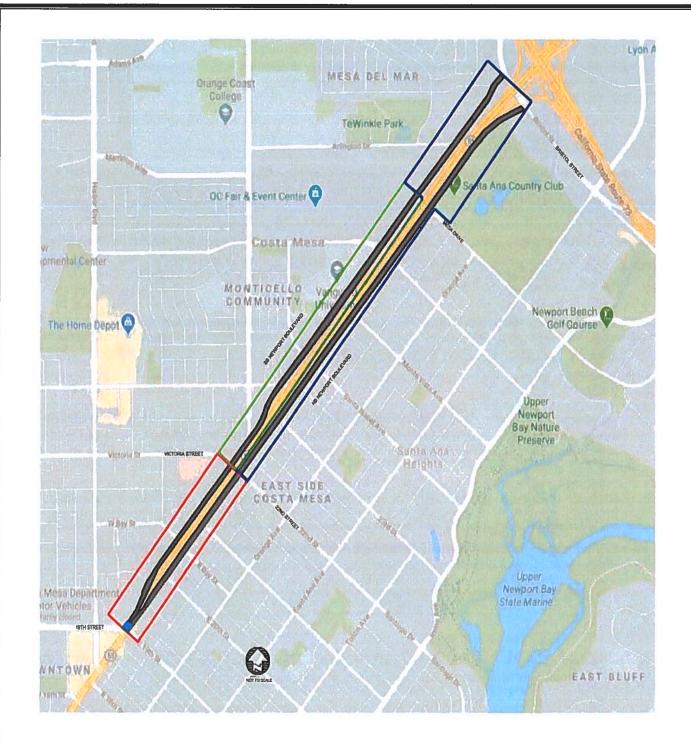
The typical schedule for City of Costa Mesa's projects usually results in approximately nine (9) to twelve (12) weeks between advertisement for bid and beginning of construction.

The City's Project Manager shall be copied on all written correspondence among all utility companies/agencies and "Engineer." Records of conversations shall be written for the files for all verbal communications, telephone, e-mail, or otherwise, and copies submitted to the City's Project Manager.

All utility companies/agencies shall be requested to attend the pre-construction meeting.

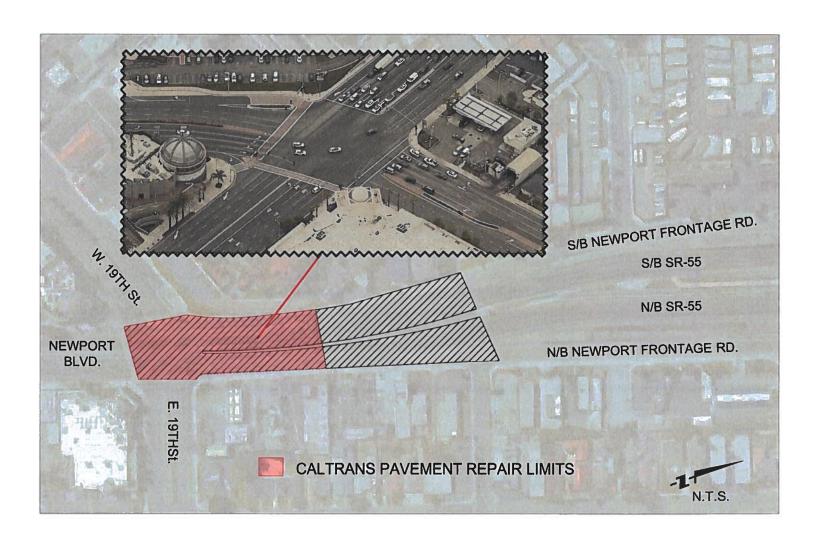
All utility companies/agencies shall be responsible for submitting plans to, and receiving plans from, all divisions of those utility companies/agencies.

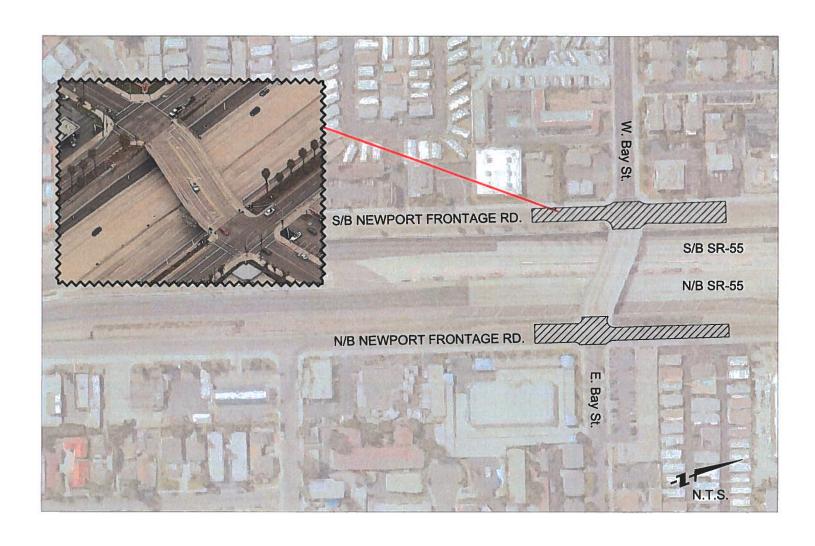
The City enforces a five-year moratorium against open cut of newly-improved roadways. Open cut of newly-improved roadways is strongly discouraged. If required, permits for open cutting will include extensive pavement restoration requirements.



PROJECT LOCATION MAP

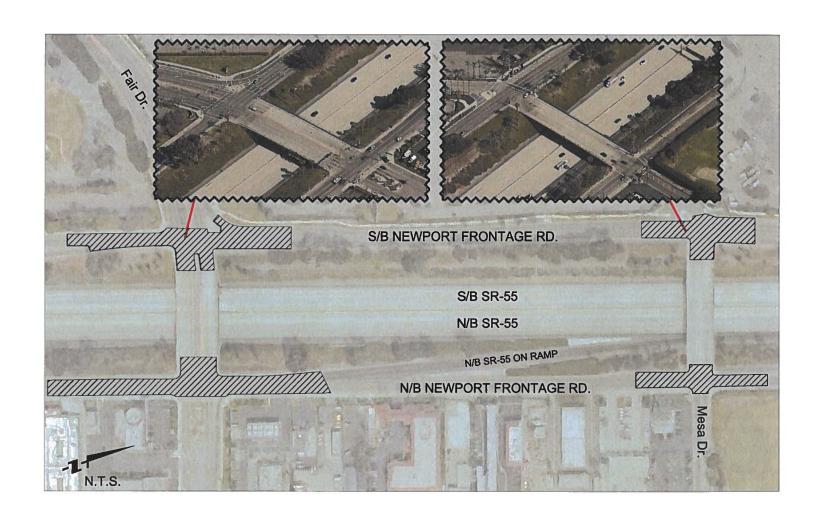
	N.T.S	LEGEND	
			MESA DRIVE TO VICTORIA STREET
			SB VICTORIA STREET TO 19TH STREET 8 NB 19TH STREET TO 22ND STREET
CALTRANS PAVEMENT REPAIR LIMITS		<u>}-</u>	NB 22ND STREET TO BRISTOL STREET & BRISTOL STREET TO MESA DRIVE

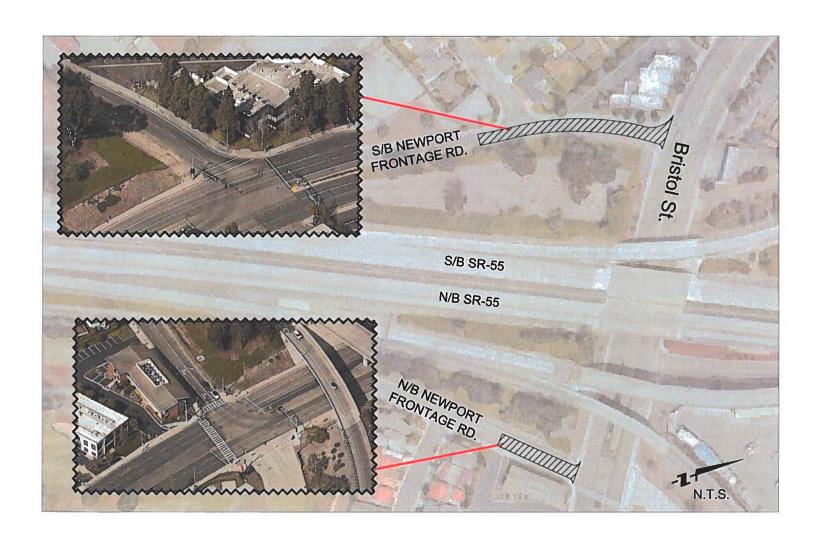


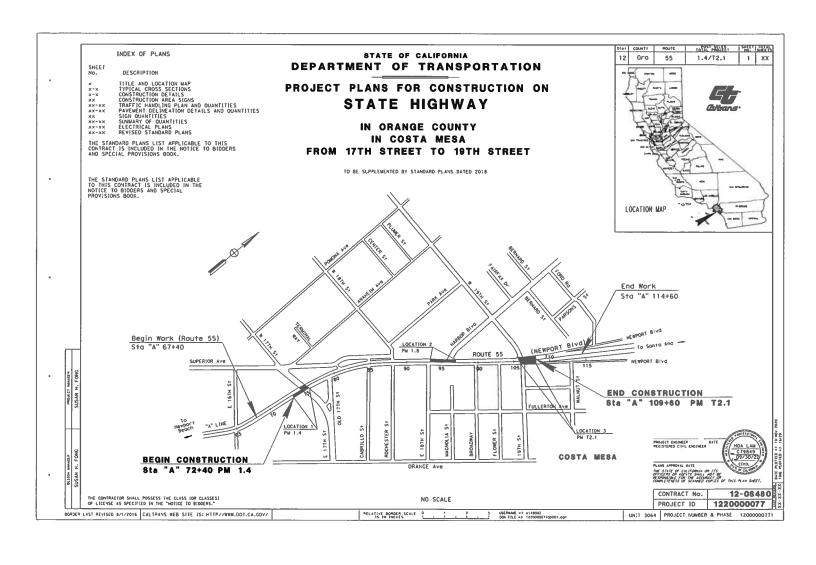


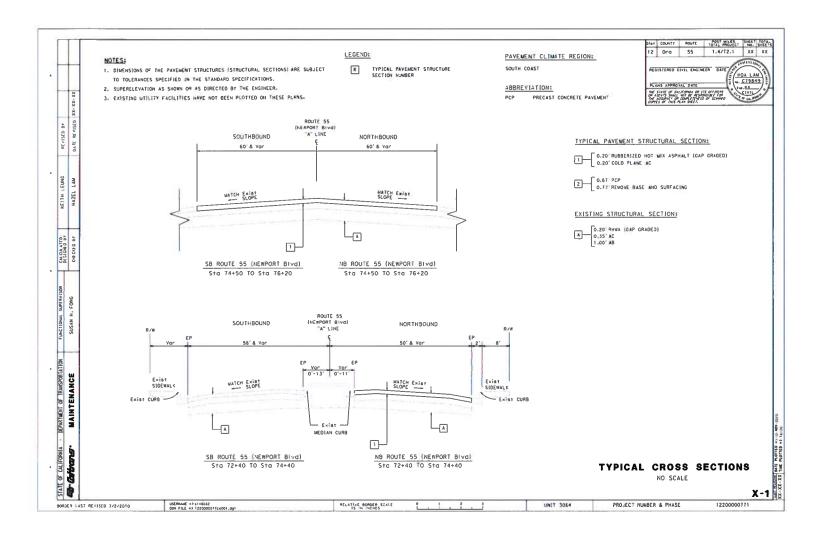


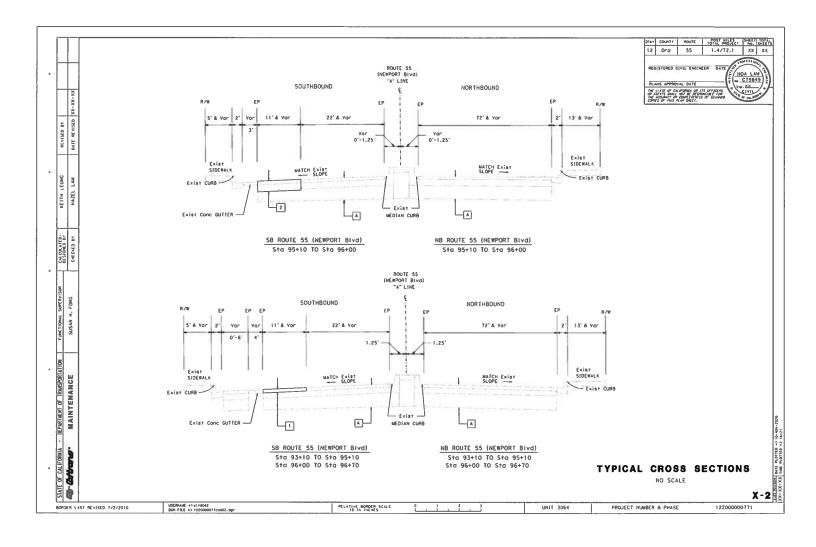


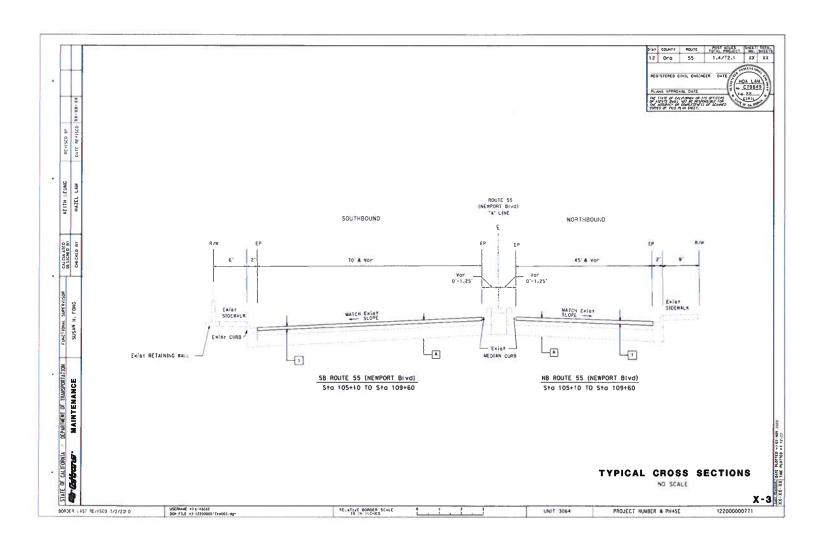


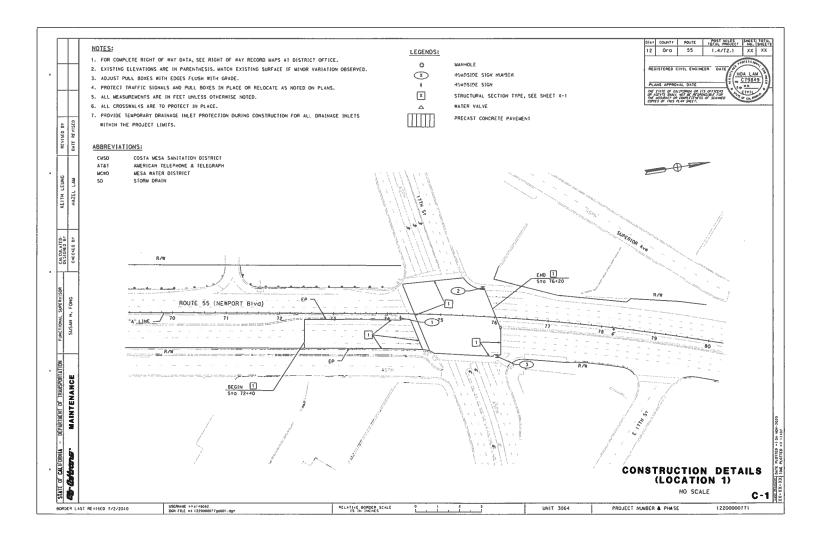


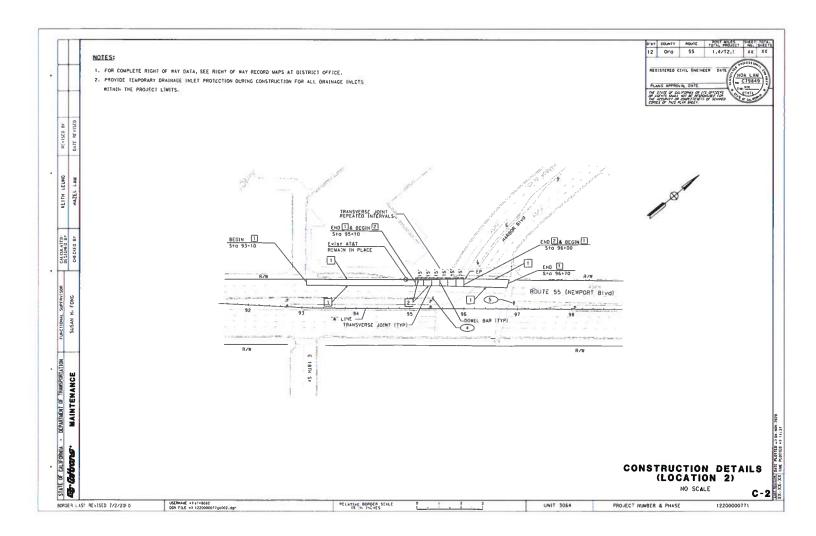


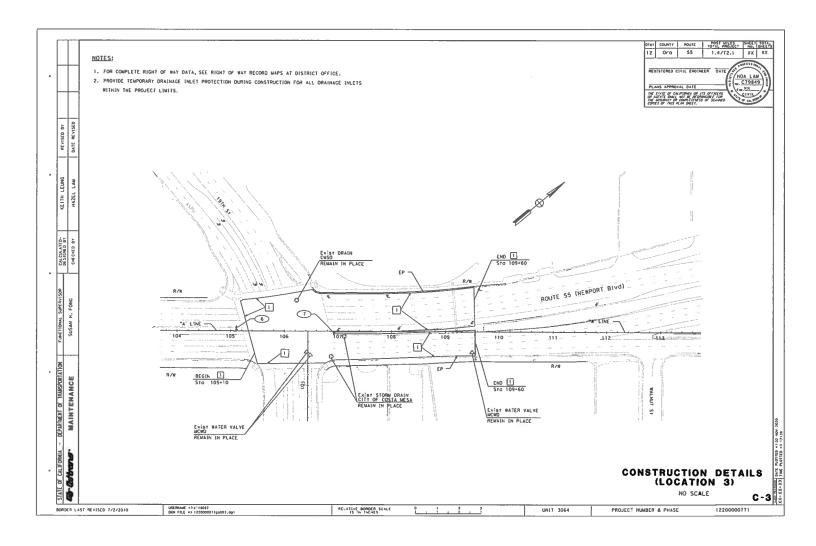


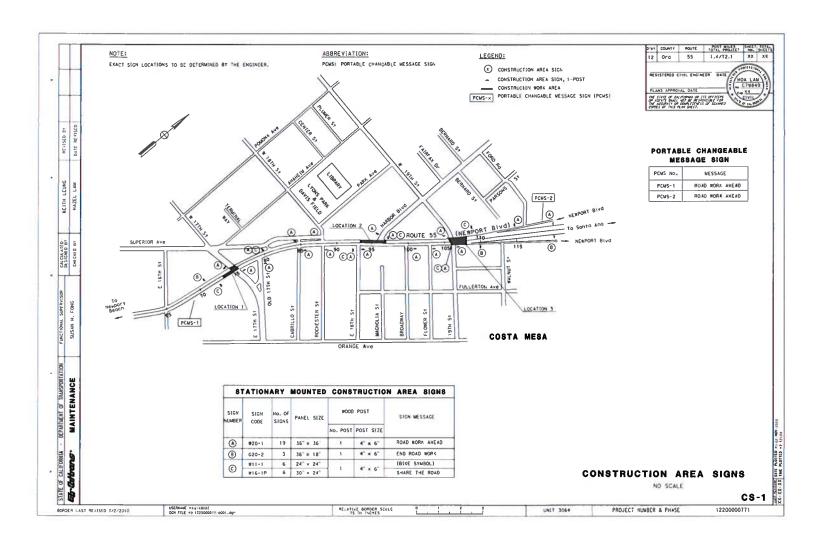


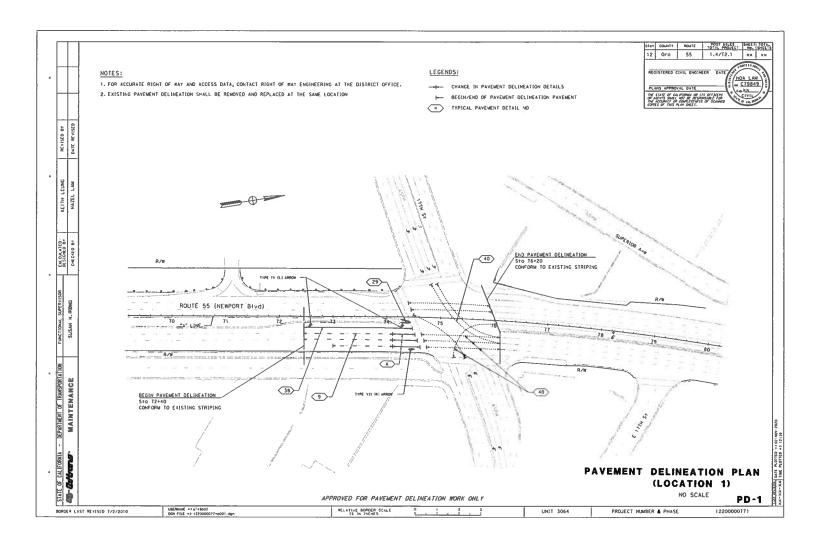


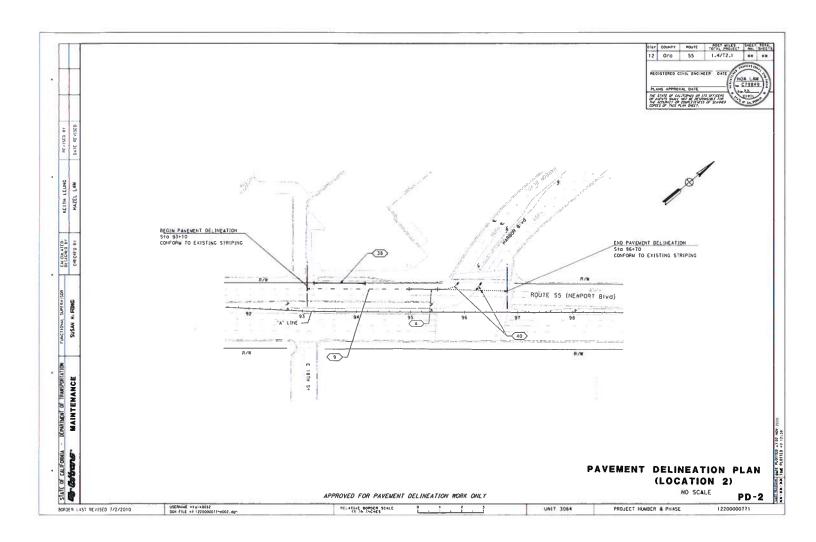


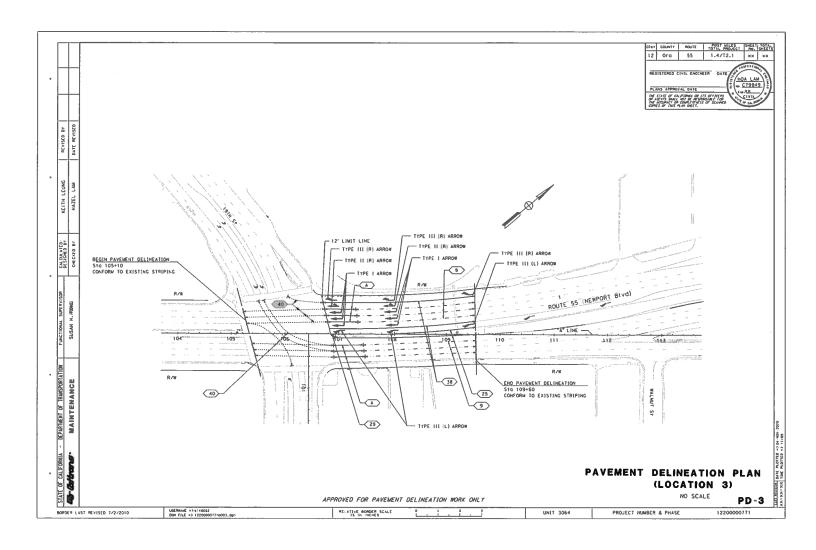


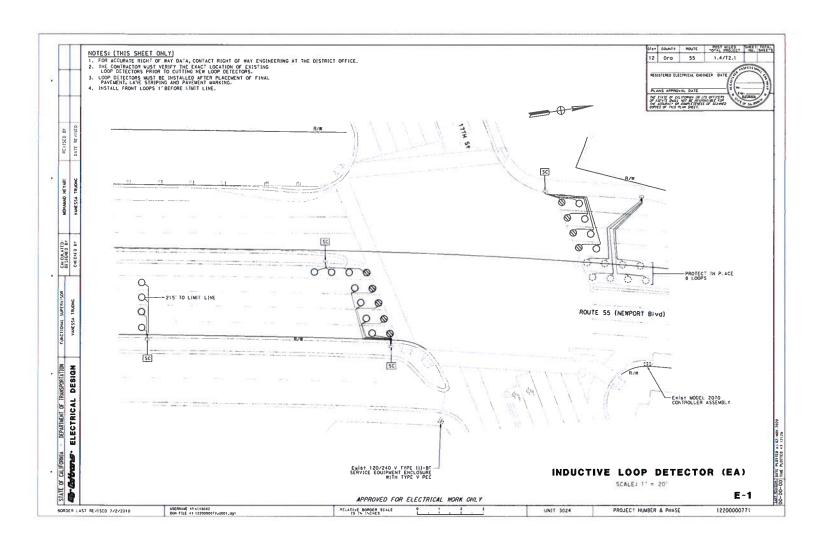












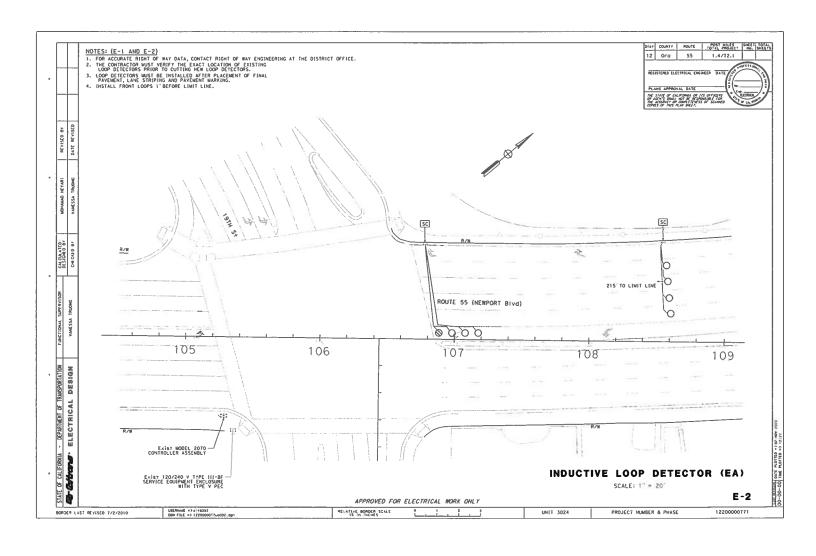


EXHIBIT B ADDENDUM NO. 1



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE:

DECEMBER 10, 2020

TO:

ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 1 – NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT- 19th STREET TO BRISTOL STREET IN THE CITY OF COSTA MESA

confirming the delivery of this addendum, please sign acknowledging receipt herein and uploading a co his sheet to PlanetBids or faxing to (714) 754-5028. A COPY WILL NOT BE SENT BY MAIL.	эру оі
Received by:	
Company:	
All bidders shall register with PlanetBids in order to retrieve addenda. It is the responsibility of each prosp	

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in

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

PROPOSAL DUE DATE: CHANGED TO JANUARY 12, 2021, 4:00 P.M.

REVISIONS TO REQUEST FOR PROPOSAL:

 The RFP Attachments have been revised to include adjustments to project limits as shown in the attached Attachment D – Revised Project Limits and Attachment E – Revised Newport Boulevard exhibit of Major Intersections. As a reference, please see Attachment F – Caltrans Proposed Improvements, which defines the scope of the proposed Caltrans improvements.

The revisions to the project limits as defined in Attachments D and E reflect a deletion of proposed City project improvements based on recent notification by Caltrans that a section of pavement repairs are slated to be addressed in an upcoming Caltrans construction project. As such, the selected consultant will be basing its design evaluation on this information. In performing its design evaluation, the selected consultant will be expected to provide for a smooth transition to Caltrans' rehabilitated pavement improvements.

- 2. The City has an approved plan for Landscaping Improvements along this area of Newport Boulevard (19th St. to Bristol St.) that are planned to be constructed as part of a separate future City project. In anticipation for that project, the consultant's design will include subsurface lateral irrigation sleeves at various locations along Newport Boulevard to accommodate the future irrigation facilities. Approximately 50 irrigation sleeves are anticipated to be included along the project limits.
- 3. In response to questions received, the City has provided the following questions and responses for all proposers to consider in preparing their proposals.

a. Please provide clarification of the project limits shown on Appendix A (the "project location map") compared to the "Newport layout" exhibit. What does the hatching mean on the "Newport layout" exhibit?

City Response: The hatchings in the Newport layout exhibit were included to highlight the major intersections involved as part of the design improvements. The project location map shows the entire corridor of Newport Blvd. that will be evaluated for improvements. Please refer to the updated attachments to account for updates to the project limits.

b. What specific complete street components does the City want to consider for this project? If the City does not want to move the curb and gutter, it would seem that options are limited, especially for the addition of bike lanes at the expense of vehicular traffic lanes. Clarification is needed.

City Response: The City will be focusing on opportunities to integrate active transportation elements that advance the objectives of the City's Active Transportation Plan by incorporating pedestrian and bikeway improvements. In addition, the consultant may recommend other complete streets design elements that would enhance the overall safety, aesthetic and functionality of the Newport Boulevard corridor for both vehicular and active transportation users.

c. What is the project design budget?

City Response: Preliminary design budget is estimated at \$250,000 - \$300,000

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Kelly Dalton at (714) 754-5275.

Sincerely,

Seung Yang, Acting City Engineer

EXHIBIT C CONSULTANT'S PROPOSAL







PROPOSAL

PROFESSIONAL ENGINEERING SERVICES FOR THE NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT 19TH STREET TO BRISTOL STREET

CITY OF COSTA MESA





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TO

Mr. Kelly Dalton Associate Engineer City of Costa Mesa Public Services Department P.O. Box 1200 Costa Mesa, CA 92626

FROM

Principal-in-Charge KOA Corporation 2141 W. Orangewood Avenue Orange, CA 92868 sbise@koacorp.com T: (714) 573-0317

Mr. Stephen Bise, PE

RFP

Newport Boulevard Frontage Road Rehabilitation Project -19th Street to Bristol Street

DATE January 12, 2021

Dear Mr. Kelly Dalton:

KOA appreciates this opportunity to present our proposal and highly qualified team to the City of Costa Mesa (City) to provide engineering services to successfully deliver this project from inception to completion. Our team has substantial recent experience with the design of pavement rehabilitation projects and Complete Street improvements for local agencies, including the Cities of Anaheim, Long Beach, La Mirada, La Habra, Claremont, Culver City and the County of Los Angeles. As reflected in our proposal, the KOA Team understands the issues that will be important on this pavement rehabilitation project.

THE COMPANY

KOA is a Southern California company that specializes in civil, traffic and Complete Streets projects. This blend of capabilities provide us with a unique in-house skill set. We currently have over 100 public works employees serving local municipalities in Southern California. We do very little work for private developers and devote our services to public agencies. We have several staff members that work regularly in City offices and serve in "in-house" roles as Capital Project Delivery professionals.

OUR PROJECT MANAGER

The KOA Team is led by Senior Project Manager, Matt Stepien, PE. Matt will be the primary point of contact and will manage the contracted work. He brings more than 30 years of experience with arterial roadway design, including recent roadway rehabilitation projects in the Cities of Anaheim, Long Beach, La Mirada, La Habra, Santa Fe Springs, Costa Mesa, and Downey. Matt has built a strong reputation on creating value for municipal clients with innovative designs that result in decreased design fees as well as construction cost savings.

KEY SUBCONSULTANT TEAM MEMBERS

Russell Hansen, PLS (Huitt-Zollars), has in depth knowledge and expertise in the preparation of aerial and ground surveys for agencies throughout Southern California. He has worked with KOA staff on a regular basis for over 20 years.

Marie Marston, PE, QSD/QSP (Civil Works Engineers), has over 30 years of experience in preparing civil engineering PS&E throughout Southern California. From 2017 to the present, they have been working with Caltrans District 12 on nine (9) task orders for improvements on various Caltrans facilities. Additionally, Civil Works has worked for the City of Costa Mesa on numerous civil design projects during the last 15 years.

UNDERSTANDING OF ISSUES

We believe that after reviewing our proposal, it will be obvious to the City that we have an in-depth understanding of the project and the design issues. This understanding will help us to deliver a quality product that proceeds on a predictable schedule, is designed within budget and is constructed without problems.

2141 W. Orangewood Avenue, Orange, CA 92868 T: (714) 573-0317 | F: (714) 573-9534 | www.koacorp.com MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY



REFERENCES

Construction is the true litmus test for how well the design was completed. Projects that are successfully constructed without problems is one of the key parameters to a good reference. Another parameter is keeping a Client satisfied over multiple projects. We highly recommend that the City contact the references below to confirm the quality and consistency of our work, specifically as it relates to street design projects, including in-house City staff:

- City of Long Beach, Onofre Ramirez, Principal Engineer, (562) 570-6183
- City of Downey, Desi Gutierrez, Principal Engineer, (562) 904-7110
- City of Claremont, Vincent Ramos, Associate Engineer, (909) 399-5395
- City of Whittier, Cesar Rangel, Senior Engineer, (562) 567-9504
- County of Los Angeles, Christopher Hudson, Senior Engineer, (626) 458-7940
- City of Laguna Beach, Mark Trestik, City Engineer, (949) 497-0300

KOA acknowledges receipt of Addenda No. 1. We have included minor modifications to the Agreement, which are included in **Section 6**. KOA acknowledges that we are fully aware of the insurance requirements as specified in the RFP and we accept all conditions and requirements as contained therein. We confirm our insurance company is able to provide the coverage specified.

We look forward to serving the City of Costa Mesa on this significant project. Please feel free to contact Matt Stepien, PE at (949) 370-3164 if you have any questions or need any additional information. We look forward to hearing from you and hope you find our enclosed proposal comprehensive and responsive to your RFP.

Sincerely, KOA Corporation

Stephen Bise, PE VP | Principal



STATEMENT OF PROJECT UNDERSTANDING PROJECT UNDERSTANDING

Based on our field reviews and extensive previous experience on other similar design projects, we have identified the following project issues and scope of work.

One of KOA's discriminating factors is our objective to have a comprehensive understanding of the project issues at the proposal level, so that we can provide the most appropriate personnel and level of effort, and that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following:

- Review of existing record plans provided by the City, especially the 1992 pavement rehabilitation plans for Newport Boulevard;
- Obtained and reviewed the Caltrans right-of-way maps for the project limits;
- · Thorough review of the RFP;
- Detailed field reviews, focusing on pavement conditions, non-compliant curb ramps, and Complete Streets elements;
- Numerous discussions amongst the Team regarding pavement rehabilitation, ADA, bike lanes and traffic issues.

As a result of the effort described above, our review of the Request for Proposal, field reviews, and our extensive previous experience on other similar projects, we have identified the following observations and discussion:

- Pavement condition can be classified as fair. In agreement with the proposed paving improvements proposed by Caltrans for the segment of Newport Boulevard between 17th and 19th Streets, our preliminary view is that the pavement can generally be milled and filled.
- Most of the existing curb ramps are not ADAcompliant
- There are several locations in the southbound direction where sidewalk popouts are needed to provide a minimum 3 foot wide pathway around existing obstructions (trees, poles).
- Bike lane signage and striping is inconsistent and should be modified.
- The Caltrans right-of-way maps indicate that most of Newport Boulevard is City owned and therefore Caltrans involvement will primarily be at the south end of the project and at on and off ramps from SR55.

KEY ISSUES/KEY DISCRIMINATORS

STRETCHING THE CITY'S DESIGN AND CONSTRUCTION DOLLARS

One of KOA's primary objectives on pavement rehabilitation projects is to stretch the City's design and construction dollars. Specifically for this project, we preliminarily recommend a simple mill and fill for the pavement, which is the same approach that Caltrans is proposing for Newport Boulevard between 17th and 19th Streets. Additionally, we are recommending limited vertical information due to the fair condition of the existing pavement.

CALTRANS EXPERIENCE

Newport Boulevard serves as the frontage road for State Route 55 (SR 55). There are several off-ramp and on-ramps between 19th Street and Bristol Street that are Caltrans-owned roadways. While no improvements are planned to the Caltrans-owned facilities, temporary traffic control will be needed within Caltrans right of way to perform the construction work on Newport Boulevard and therefore, an encroachment permit will be required to be obtained from Caltrans. This would also cover the area of convergence of Newport Boulevard at the begin/end of SR 55 at 19th Street.

We will set up a pre-permit application meeting with Caltrans. Caltrans may request other documents be provided such as the pavement report, Newport Boulevard plans, etc. which we can provide upon their request.

From 2017 to the present, Civil Works Engineers has been working with Caltrans District 12 on nine (9) task orders for improvements on various Caltrans facilities. This has provided them with the opportunity to work with the staff of numerous Caltrans units to process these. Additionally, their staff has worked with Districts 7, 8, 11, and 12 on projects since 1982 including both encroachment permit projects and project development projects, giving them a thorough understanding of all Caltrans requirements.

PROVIDING REALISTIC CONSTRUCTION COSTS

One of the elements of the design of a project that KOA pays special attention to is the preparation of realistic construction estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with KOA's construction personnel and contractors. We prepare a



preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.

COMPLETE STREETS EXPERTISE

As reflected in the related experience portion of this proposal, KOA has significant Complete Street experience throughout Southern California. Specifically for this project, **on the exhibit on the next page** we have preliminarily identified some Complete Street opportunities between 19th and 22nd.

STRONG AND PRACTICAL PROJECT MANAGEMENT

A project cannot be successful without effective project management. KOA was founded on the philosophy of providing hands-on, experienced, proactive project management on all projects. This project will be no exception. Our proposed Project Manager, Matt Stepien, PE, brings more than 30 years of design and project management experience to the APP Team. Matt will not only be involved with project management and oversight, but will also be involved in day-to-day design of the project.

CONSTRUCTABILITY

"Successfully constructed without problems." Those are the words that our project team loves to hear and has become accustomed to hearing consistently. Problems during construction can negatively affect everyone associated with a project. By utilizing our construction personnel during design, paying attention to the details and by carefully reviewing our quantities and bid items, we can hear those words on this project.

SCOPE OF WORK

The proposed project will rehabilitate Northbound and Southbound Newport Boulevard from 19th Street to Bristol Avenue.

TASK 0 - PROJECT ADMINISTRATION AND MANAGEMENT

KOA will supervise, coordinate, and monitor the work on a continuous basis in conformance with the City of Costa Mesa's requirements. KOA will coordinate between City staff, subconsultants, Caltrans, and other affected agencies and utility companies. KOA will prepare meeting agendas and minutes for every meeting, and provide progress reports, invoices and the schedule updates as needed.

Our management philosophy consists of the following:

UNDERSTAND THE PROPOSED PROJECT

One of our trademarks is attempting to understand the details of the project during the RFP stage, so that we can avoid surprises during the design phase of the project. As a part of due diligence, we will typically review available existing information (geotech, alignments, studies, etc.), conduct field reviews, and ask questions to staff to ascertain the purpose of the project, identify potential stumbling blocks, determine all of the stakeholders, and identify budgetary deadlines and constraints.

THE RIGHT PEOPLE FOR THE PROJECT

The APP team has extensive, relevant experience in performing pavement rehabilitation design for public agencies in Los Angeles and Orange Counties. The team that has been formed will hit the ground running, delivering quality reviews within the schedule set by the City.

COMMUNICATION

Our team members have excellent track records communicating with clients and stakeholders. Frequent communication and tracking of project progress is integral to our approach to every plan check review.

SCHEDULE CONTROL

We have project management tools that forecast staff requirements and labor allocations to meet the City's needs.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) MANAGEMENT PROCESS

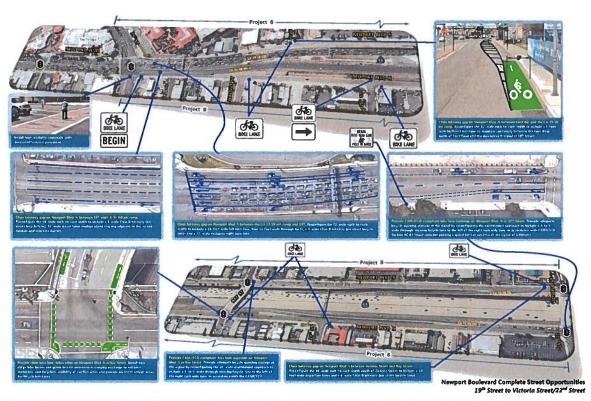
A key component to any project is QA/QC. Quality Control will be an ongoing task throughout the project. The initial effort will be to establish the City's preferences for plan check review tracking, plan review correction formats, and communications protocol. KOA's project manager will be responsible for overall QA/QC, and will ensure that all project plan reviews are being handled in accordance with City requirements. Quality control starts with understanding the project as we discussed above.

The Project Management task is directed at the organization, planning and control of the project team.

 Maintain communication with the City's Project Manager throughout the duration of the project, including meetings to review the conceptual and

K@A

SECTION 1 | STATEMENT OF PROJECT UNDERSTANDING



PROPOSAL FOR THE NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT - 19TH STREET TO BRISTOL STREET



- preliminary plans as well as project status at 35%, 65%, and 95% design levels.
- Prepare agendas of any special items of discussion and minutes serving as a communication record and listing any required follow-up actions.
- 3. Prepare and provide a detailed project schedule with updates as necessary.
- Remain cognizant of the status of each task as it proceeds and make provisions to expeditiously resolve any issues that may impede progress.
- Proactively initiate communication efforts with the City to address key issues in a timely fashion and bring any potential complex issues to the attention of the Project Manager as quickly as possible.
- 6. Coordinate project and approvals with the City.

TASK 1 – PRELIMINARY ENGINEERING AND BASE MAPPING

1.1 KICKOFF MEETING

Once the contract has been signed, Mr. Matt Stepien, PE, the KOA Project Manager will organize an initial meeting with the City to kick-start the project, along with key staff from our team. The meeting will serve to ensure the design team and City staff have a mutual understanding of tasks to be completed, the schedule of work, and any other logistics that need to be discussed.

1.2 CITY AND CALTRANS RECORD DATA/MAP RESEARCH

KOA will begin the Project by requesting from the City record drawings and documents relevant to the project site(s). In addition to the street improvement plans already provided by the City during the proposal phase, other record drawings and documents could include, but are not limited to studies, reports, topographic maps, centerline ties, corner records, or other as-built plans.

1.3 UTILITY COORDINATION

KOA will send utility notification requests and compile any/all underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary. Utility notification responses will be logged in a Microsoft Excel file.

1.4 GEOTECHNICAL/SOILS AC PAVEMENT ASSESSMENT REPORT (ALLOWANCE ONLY)

A visual pavement condition assessment will be performed to aid in pavement evaluation and selection of exploratory coring locations within the project limit. The type of distress on the pavement will be logged. This information will be used to assist in developing pavement structural design recommendations and identifying exploratory coring locations based on the existing conditions. Coring locations will be identified and marked during this task. The coring locations will be submitted to the City for review and approval.

In order to determine the existing structural thickness of the pavement, we will perform coring on the pavement section. We will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. We have assumed that the City will provide asbuilt utility plans for the areas proposed for exploration and perform a field review of our locations.

We will perform a minimum of 30 cores, 10 of them to a depth of approximately 5 feet or refusal, whichever is shallower. We anticipate performing the cores in three 8-hour shifts. The thickness of existing asphalt concrete pavement, thickness and type of base, and depth to subgrade will also be recorded. The coring will be performed under the observation of a field engineer or geologist, who will log the subsurface conditions encountered and will obtain bulk samples for laboratory observation and testing. At each exploration location, dynamic cone penetrometer (DCP) test will be performed to help evaluate the consistency of the subgrade materials below the aggregate base layer.

Samples obtained from the exploratory borings will be transported to our laboratory for visual classification and testing. Laboratory tests will be performed by Twining on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils, including R-value, density and optimum moisture content.

The results of our field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide recommendations for the design and construction of the proposed pavement rehabilitation. Pavement structural thickness design will be performed following the latest California Highway Design Manual.



A report will be prepared to summarize the data collected and present our conclusions, and recommendations for design and construction of the proposed project. For all the recommended options, a preliminary cost analysis will be provided to help the City in selecting the most effective strategy.

1.5 TOPOGRAPHIC SURVEY

Huitt-Zollars will research at the County of Orange Department of Public Works for survey records information and will calculate a "record" centerline alignment to be used for the initial centerline monument recovery survey. Huitt Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. The Basis of Bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum will be based on the County of Orange Department of Public Works. Work will include level run and horizontal control.

Huitt-Zollars will prepare 1"=40' scale aerial topographic mapping, with one-foot contour intervals. Work includes setting and control of aerial targets, flight, photography, and map compilation. The project will utilize GPS Static Survey methods and the Basis of Bearings will be in California State Plane Coordinates.

Based on available recorded subdivision mapping and Assessor's Parcel Map data, Huitt-Zollars will calculate the record Right-of-Way lines for the streets as described above. Without current title report information for all adjacent parcels, it is not possible to guarantee that the right-of-way lines are correct.

Huitt-Zollars will provide field topo of existing handicap ramps 27 along Newport Boulevard from Bristol Street to E 19th Street. Topo of handicap ramps will extend 5-feet past curb returns and will collect enough shots to evaluate ramp condition. Two days of survey for miscellaneous items is also included.

1.6 BASE MAPS

The survey information collected above will be used as the base map. In addition to the aerial topopgraphy obtained, right-of-way information, and utility information will be shown. The plans will be setup as 20-scale double-stacked plan-view only.

1.7 PRELIMINARY ENGINEERING LAYOUT (35% CONCEPT PLANS)

Concept plans will be prepared using the base maps prepared above. The concept plans will consist of identifying non-compliant curb ramps, proposed bike lane and striping improvements, proposed storm drain improvements and preliminary recommendations for pavement rehabilitation. A construction cost estimate with a healthy contingency will also be prepared.

1.8 CEQA ENVIRONMENTAL CLEARANCE (OPTIONAL)

The City will file a Notice of Exemption, assuming that this project is a categorical exemption. ECORP will provide support to the City on an as-needed basis, and will negotiate a fee for any work required.

1.9 PDT MEETING NO. 1

KOA will attend a PDT meeting in conjunction with the 35% submittal to discuss the deliverables.

TASK 2 – RIGHT-OF-WAY ENGINEERING (OPTIONAL)

As an optional task, KOA will provide the services identified in the RFP regarding proposed right-of-way acquisition.

TASK 3 – 65% PLANS, SPECIFICATIONS AND ESTIMATE

3.1 65% PS&E

3.1.1 PLANS

The KOA Team will prepare a quality PS&E package at the 65% submittal stages of the project. Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.

- Title Sheet
- General notes
- Horizontal control a control line will be established for both sides of Newport Boulevard, similar to what was done with the 1992 pavement rehabilitation plans
- Typical sections, details, and notes.
- Street improvements plans will be prepared to rehabilitate the pavement, which preliminarily appears that a 2" mill and fill will suffice. The plans will include providing sidewalk popouts in areas where an existing 3' wide ADA path does not exist. We have assumed no street widening for this



project and that no cross-sections will be provided. Since the preparation of curb ramp details was not identified in the RFP, we are including them as an optional task.

- ADA curb ramps details based on our preliminary review, we have assumed 67 ramps are noncompliant for ADA and should be reconstructed.
 We have assumed standard plan construction notes can be used with no detailed design required.
- Drainage the plans will only include the segments identified in the RFP.
- Landscape and Irrigation only sleeving plans will be prepared in conjunction with the landscape plans included in Addendum 1, specifying that landscape improvements will be constructed as a separate project.
- Signing and Striping plans will be prepared to show striping for the entire project, incorporating additional bicycle striping where possible.
- Traffic signals we have assumed no traffic signals will have to be modified.
- Traffic control

3.1.2 SPECIFICATIONS

KOA will provide the City with technical specifications. KOA will obtain the City's boilerplate specifications and append the technical specifications in MS Word format. We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

3.1.3 ENGINEER'S ESTIMATE

A construction cost estimate will be prepared itemizing anticipated bid items, quantity of material, and unit cost for each item. Prices will reflect anticipated construction year cost unless directed otherwise.

3.1.4 FINAL GEOTECHNICAL/SOILS AC PAVEMENT ASSESSMENT REPORT

The report will be finalized based on any review comments from the City.

3.1.5 DRAINAGE

The drainage related project scope includes review of and improvements to the existing drainage system. Improvements are expected to include correcting the drainage deficiencies by replacing all CMP laterals within the project limits with RCP and adding a new catch basin south of the existing catch basin between Mesa Drive

and Fair Drive. Reconstruction of catch basins or drainage pipes other than the aforementioned are not anticipated.

Civil Work's approach to the drainage aspect of this project will be to first review the data collected from the City such as existing as-built plans, drainage reports, GIS files, and results of the existing Hydrologic Model Data (SIMS). From GIS information and as-built plans, a storm drain base map will be prepared for reference in the improvement plans.

It is assumed that the existing hydrology model resulting discharges at key nodes will be used to size proposed improvements. Revisions to the City hydrology model and/or preparing a new hydrology model and study are not included in the project scope. To improve overall conveyance of the existing storm drain system, it is also proposed to use the same pipe size for the City proposed replacement of all CMP segments to RCP.

A brief drainage study report will be prepared to summarize the methodology and parameters used for the sizing of the new inlet between Mesa Drive and Fair Drive and its connection to the existing system in Newport Boulevard. A draft report will be prepared for the 65% submittal, revised to respond to plan check comments and finalized for the 95% submittal.

All improvements will be designed to current City standards and requirements. Drainage plans will be prepared to delineate proposed improvements. Layouts, referencing the storm drain base, the topographic base, the centerline, right of way and the utility base, will be prepared to show CMP lateral replacement work. It is anticipated that profiles will be prepared only for the constructions of new facilities. It is assumed the topographic, centerline and right of way base, and the utility base maps will be provided by KOA.

3.2 UTILITY COORDINATION (ALLOWANCE ONLY)

Continued utility coordination will continue. We have included the potholing of up to 15 utilities, to be used as needed for proposed storm drain reconstruction.

3.3 65% PS&E SUBMITTAL

65% PS&E will be submitted to the City as referenced above and as stated in the RFP.



3.4 PDT MEETING NO. 2

KOA will attend a PDT meeting in conjunction with the 65% submittal to discuss the deliverables.

TASK 4 – 95% PLANS, SPECIFICATIONS AND ESTIMATE

4.1 95% PS&E

95% PS&E will be prepared, incorporating the City's 65% review comments. A final QA/QC will be performed at this stage of the project as well as a final field review. Signing and striping plans will be prepared conforming to the requirements of the California Manual of Uniform Traffic Control Devices (CA MUTCD), latest edition.

KOA will finalize the technical specifications, which will be based on the City's format. KOA will also provide the City with a CD of our cost estimate spreadsheet, which can be added to by the City in preparing a bid summary after the Contractor's bids are received.

The anticipated plan set will consist of the following sheets:

DESCRIPTION	NO. OF SHEETS
Title sheet	1
Typical sections/ details	2
Street plans (20-scale plan view only)	21
ADA curb ramp details	5
Drainage plans	7
Signing and Striping	12
Traffic control	26
Landscape sleeving	1
Total Sheets	75

4.2 95% PS&E SUBMITTAL

95% PS&E will be submitted to the City as referenced above and as stated in the RFP.

4.3 CALTRANS ENCROACHMENT PERMIT APPLICATION

While no improvements are planned to the Caltransowned facilities, temporary traffic control will be needed within Caltrans right of way to perform the construction work on Newport Boulevard and therefore, an encroachment permit will be required to be obtained from Caltrans. This would also cover the area of

convergence of Newport Boulevard at the begin/end of SR 55 at 19th Street.

Caltrans will require traffic control plans for the work within their jurisdiction. They will also require a cost estimate for the work within their right of way, Water Pollution Control Program, and Water Pollution Control Plans as we assume there would be less than one acre of disturbed soil area within Caltrans R/W. The WPCP will need to be prepared using the Caltrans Access template. These documents would be submitted to Caltrans along with the encroachment permit application. We have assumed we would make three submittals with comments received after the first two and then approval upon the third submittal.

We will work closely with the City on the encroachment permit application and documents. We will set up a pre-permit application meeting with Caltrans. Caltrans may request other documents be provided such as the pavement report, Newport Boulevard plans, etc. which we can provide upon their request.

4.4 PDT MEETING NO. 3

KOA will attend a PDT meeting in conjunction with the 95% submittal to discuss the deliverables.

4.5 FINAL UTILITY COORDINATION

A second utility notice will be sent to all utilities with facilities within the project limits.

TASK 5 - 100% BID DOCUMENTS

5.1 100% BID DOCUMENTS SUBMITTAL

100% PS&E will be submitted to the City as referenced above and as stated in the RFP.

5.2 CALTRANS ENCROACHMENT PERMIT SUBMITTAL

The Encroachment Permit identified in Task 4.3 above will be submitted to Caltrans and coordinated until an approved permit is obtained.

5.3 PDT MEETING NO. 4

KOA will attend a PDT meeting in conjunction with the 100% submittal to discuss the deliverables.



TASK 6 - BID AND AWARD SUPPORT

KOA will respond to questions concerning the PS&E prior to bid opening. The City will prepare contract addenda if necessary.

TASK 7 – CONSTRUCTION ENGINEERING SUPPORT

KOA will provide the following services during construction as necessary:

- Provide responses to RFIs during construction.
- Be available for up to three site visits.

TASK 8 – CONSTRUCTABILITY REVIEW/QA/QC

Quality control will be an ongoing task throughout the duration of the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the project manager to sign that the task has been completed and reviewed. The quality control Officer for the project ensures that all checklist items are addressed by the project manager. In addition to the quality control by the project manager, a quality control committee comprised of at least two registered engineers that are not involved in the project will review the plans. The review committee will do a technical evaluation and constructability review of the plans, cost estimate and the project specifications. The review comments are transmitted to the project manager during a subsequent meeting.

We have provided an exhibit of a typical KOA Street Design Checklist in Section 7 | Appendix of this proposal.



SECTION 2 | PROJECT TEAM - FIRM PROFILE

FIRM BACKGROUND

Founded in 1987, KOA is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA'S STRENGTH AND STABILITY

We believe KOA is the ideal size to provide attentive and responsive service to the City. Our primary business is helping public agencies in Southern California with their public works infrastructure projects. We have a nearly 30-year history and the core competency and depth of resources to meet your needs. In addition, KOA has an excellent performance track record. KOA Corporation is in excellent financial condition and organizational stability with no bankruptcies, pending litigations, planned office closures, or pending mergers and is fully capable of executing this project. The firm has an annual sales projection of \$20 million, a value that has increased in each year of the firm's existence because of diversification and expansion of our design and planning services.

KOA'S ROLE AND EXPERIENCE

COMPLETE STREETS

As a pre-approved Complete Street consultant, KOA has provided complete streets services for numerous projects in California. Encompassed within the complete street planning studies have been services such as: conducting indepth collision analyses, comprehensive multi-modal network development, project prioritization and cost estimates, transit service improvement suggestions, and public outreach coordination and presentations.

ENGINEERING DESIGN

KOA has extensive experience in civil engineering design. Our staff of registered professional engineers and designers have provided civil engineering services on many award winning projects throughout Southern California. KOA provides multiple civil engineering services including, but not limited to plan and profile design, pavement rehabilitation, utility coordination and relocation, Low Impact Development (LID) design and implementation, storm drain and sewer modification design, bulb-out design, and street widening. All designs are meticulously reviewed by our senior staff to check compliance with current standards and guidelines. We utilize AutoCAD and Civil 3D software to simulate proposed improvements to verify our design intent.

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED 1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park Orange Ontario San Diego La Quinta Culver City

PROJECT OFFICE LOCATION

2141 W Orangewood Avenue Orange, CA 92868 T: (714) 573-0317



SECTION 2 | PROJECT TEAM - ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

ONGANIZATIONAL CHART

KOA has a capacity of over 120 qualified professionals available to perform services for this effort. Our project team was organized specifically for this project based on the skill set and experience of the staff. The organizational chart below identifies those who will perform the work for this project, including the Project Manager & Engineer, and sub-consultants. Matt Stepien, PE, the proposed Project Manager & Engineer, will be the primary contact person to represent our firm and conduct the presentation, if invited for an interview. We have designated Stephen Bise, PE, as the proposed Complete Streets team member. He has extensive experience in complete streets design and implementation, which includes safe multi-modal integration with aesthetic elements such as landscape and street furniture. Resumes can be found in Section 71 Appendix of this proposal.



PROPOSAL FOR THE NEWFORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT - 19TH STREET TO BRISTOL STREET CITY OF COSTA MESA

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ON-CALL CIVIL ENGINEERING - VARIOUS RESIDENTIAL STREETS

LONG BEACH, CA | KOA's Matt Stepien - Project Manager Relevant Experience, KOA's Manuel Barrios - Project Engineer Relevant Experience As part of an on-call contract with the City of Long Beach, KOA staff prepared plans, specifications and cost estimates for more than \$15 million in improvements since 2009 and continues to work with the City. The projects encompass roadway, storm drain, complete streets, and design of more than 100 ADA-compliant curb and ramps. Several recent projects include:

- Market Street Pedestrian Improvements Provided design services for a Complete Street Project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor.
- Atlantic Avenue Pedestrian Enhancements Provided plans, specifications and cost estimates (PS&E) for pedestrian enhancement features, including bulbouts, to minimize pedestrian crossing distances across Atlantic Avenue.

ON-CALL CIVIL ENGINEERING SERVICES

DOWNEY, CA | KOA's Matt Stepien - Project Manager Relevant Experience, KOA's Manuel Barrios - Project Engineer Relevant Experience, Subconsultant - Huitt Zollars

KOA staff has prepared PS&E for more than \$20 million in improvements under this on-call contract. Projects include roadway, storm drain, parking lot, traffic, lighting, landscape and private property improvements. Several typical projects include the following:

- Brookshire Avenue Pavement Rehabilitation 2017 PS&E for the rehabilitation of over 1.3 miles of existing pavement along Brookshire Avenue, including the addition of bike lanes.
- Firestone Boulevard Improvements 2016 PS&E for the rehabilitation of over 0.5 miles of Firestone Boulevard from Brookshire Street to Lakewood Boulevard including pavement reconstruction and rehabilitation, reconstruction of curb ramps per current ADA criteria, signing and striping.

ADAMS AVENUE IMPROVEMENT PROJECT

COSTA MESA, CA | KOA

KOA provided plans, specifications, and cost estimates (PS&E) to construct a landscaped median and a multi-use separated bike and pedestrian facility between the Santa Ana River and Harbor Boulevard. Team firms provided surveys, goetechnical engineering, and landscape architecture. Project elements included pavement and parkway rehabilitation, PCC improvements, landscape/irrigation, street lighting, storm drain facilities, utility coordination, ADA compliance, fire hydrant relocation, traffic signal modifications, water quality control, and active transportation. KOA Project Manager: Matt Stepien, PE

AGENCY & CLIENT CONTACT

City of Long Beach Onofre Ramirez, PE Principal Engineer (562) 570-6183

YEAR COMPLETED

2019 - Present

ENGINEERING FEE \$10,000 to \$300,000

PROJECT CONSTRUCTION COST

\$15 Million

AGENCY & CLIENT CONTACT

City of Downey Desi Gutierrez Principal Engineer (562) 271-3188

YEAR COMPLETED 2019

ENGINEERING FEE \$50,000 - \$600,000

PROJECT CONSTRUCTION COST \$20 Million

AGENCY & CLIENT CONTACT

City of Costa Mesa Engineering Division – Public Services Department Kelly Dalton Associate Engineer (714) 754-5275

YEAR COMPLETED

In-Progress

ENGINEERING FEE \$320,000

PROJECT CONSTRUCTION COST \$6 Million



LA HABRA STREET REHABILITATION & WATER MAIN REPLACEMENT PROJECTS

LA HABRA, CA | KOA

KOA has provided engineering design and project management services for the City of La Habra's annual street rehabilitation and water main replacement projects since 2005. The pavement rehabilitation scope of work includes a complete assessment of pavement condition, geotechnical investigation, analysis of rehabilitation options and cost tradeoffs, development of plans, specifications and estimate, and management of the project throughout construction. The water pipeline replacement scope of work includes a complete assessment of pipeline conditions and break history, valve condition, fire flow needs, fire hydrant spacing, pavement strategy, development of plans, specifications and estimate, and management of the project throughout construction. Work included removal and replacement of curb, gutter, sidewalk, and driveways; construction of ADA curb access ramps; replacement of water pipelines, valves, hydrants, and services; full depth asphalt, and asphalt overlay. KOA Project Manager: Chuck Stephan, PE

In-Progress

YEAR COMPLETED

Senior Civil Engineer

City La Habra

(562) 905-9720

Sam Makar

ENGINEERING FEE \$80,000

PROJECT CONSTRUCTION COST \$3.500,000

AGENCY & CLIENT CONTACT

SLAUSON AVENUE REHABILITATION

LOS ANGLES, CA | KOA

KOA was the prime consultant on the rehabilitation of Slauson Avenue for the County of Los Angeles. This project was one of our on-call work orders for LA County Department of Public Works. The purpose of the project was to enhance the physical and aesthetic condition of the public right-of-way to correspond with revitalization investments in the adjacent businesses. The project included sidewalk and curb repairs, pavement patching, grind and overlay of the pavement surface, sidewalk ramp upgrades, traffic signal detection, pedestrian lighting, landscaping, and bioswale construction. KOA's responsibilities included coordination with multiple divisions at LACDPW and preparation of plans, specifications, and estimates. KOA Project Manager: Giuseppe Canzonieri, PE

ORANGE GROVE BOULEVARD RESURFACING, ON-CALL PROJECT MANAGEMENT

PASADENA, CA | KOA's Matt Stepien - Project Manager Relevant Experience, KOA's Manuel Barrios - Project Engineer Relevant Experience KOA staff provided engineering design services for the resurfacing of 3.0 miles of Orange Grove Boulevard. The resurfacing method is CIR with an ARHM overlay for Segment 1 and a mill and fill for Segments 2A and 2B. Additionally, for Segment 2A, the existing curb will be replaced with curb and gutter. The design included: ground survey; curb ramp design; design of reconstructed curb where gutter ponding is currently occurring; design of CIR and ARHM overlay; and preparation of quantities and construction cost estimates. KOA Project Manager: Matt Stepien, PE

AGENCY & CLIENT CONTACT

LACDPW - Programs Development Division Christopher Hudson (now with the Design Division) Project Manager (626) 458-7940

YEAR COMPLETED 2017

ENGINEERING FEE \$178,889

PROJECT CONSTRUCTION COST \$1.6 million

AGENCY & CLIENT CONTACT

City of Pasadena Frank Lujan, PE Principal Engineer (661) 510-0840

YEAR COMPLETED 2018

ENGINEERING FEE \$250,000

PROJECT CONSTRUCTION COST \$4 Million



2016 PAVEMENT REHABILITATION PROJECT

CULVER CITY, CA | KOA

KOA was contracted to provide engineering services to the City of Culver City for the 2016 Pavement Rehabilitation Project. KOA provided pavement evaluation, design, and cost estimates for 16 project locations throughout the City. The project locations included both arterial and residential roadways. KOA provided pavement rehabilitation recommendations to the City that worked with their overall project budget of \$3 million. KOA prepared pavement rehabilitation (16 locations), restoration signing & striping (7 locations), traffic control plans (2 locations), and traffic signal as-built (15 locations) plans for the project. KOA also assisted the City in acquiring a Caltrans encroachment permit for two of the project locations. KOA Project Manager: Giuseppe Canzonieri, PE

AGENCY & CLIENT CONTACT

City of Culver City Hong Wang Senior Civil Engineer (310) 253-5604

YEAR COMPLETED 2018

ENGINEERING FEE \$118,149

PROJECT CONSTRUCTION COST \$3 million

FOOTHILL BOULEVARD MASTER PLAN PS&E

CLAREMONT, CA I KOA

KOA assisted the City to prepare plans, specifications and estimates (PS&E) to implement the Foothill Boulevard Master Plan. The project is contained to a two mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The initial phases of the project included a comprehensive traffic impact study, geotechnical investigation (including percolation test), and hydrology study. The design team utilized the preliminary data to develop three concept plans including protected intersections, Class IV bikeway integration, bio-retention/infiltration, and drought tolerant landscape. The preferred alternative included roadway improvements, bio-retention planters, 21 drywells, 900-feet of new storm drains, Class II & IV bicycle lanes, intersection bulb-outs, median and parkway landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA led the team of consultants throughout the design, bid, and construction phases. In addition, KOA provided construction management and inspection service. KOA Project Manager: Chuck Stephan, PE

AGENCY & CLIENT CONTACT

City of Claremont Vincent Ramos Associate Engineer (909) 399-5395

YEAR COMPLETED 2020

ENGINEERING FEE \$1.8 Million

PROJECT CONSTRUCTION COST \$17 Million

AVENUE 50 COMPLETE STREET IMPROVEMENTS

COACHELLA, CA I KOA

Avenue 50 between Harrison Street and Calhoun Street has been designated in the City of Coachella's General Plan as a Major Arterial with Bicycle Facility. KOA was contracted to evaluate alternative typical sections and alignments for the improvement of Avenue 50 to meet future transportation demands. We evaluated existing conditions in the 1.5 mile long corridor, prepared traffic forecasts, and conducted multimodal level of service analysis. Layouts and typical sections were prepared for four alternatives, with the preferred alternative undergoing a CEQA evaluation. The recommended alternative included four travel lanes with a center median and dedicated turn bays at key intersections, buffered Class II bike lanes, sidewalks on each side, and dedicated transit stops. KOA Project Manager: Charles Schwinger, PE, TE, PTOE

AGENCY & CLIENT CONTACT

City of Coachella Oscar Espinoza, PE Senior Civil Engineer (760) 398-5744

YEAR COMPLETED 2019

ENGINEERING FEE \$292,197

PROJECT CONSTRUCTION COST Project has not been constructed.



NORTH HILL AVENUE COMPLETE STREETS PROJECT CONCEPTUAL DESIGNS

PASADENA, CA | KOA

The purpose of the project was to identify traffic calming strategies for a 1.4 mile-long roadway segment of North Hill Avenue where the City desires to lower vehicular speeds and to improve the safety of pedestrian's bicyclists and motorists. The corridor has four signalized intersections and 11 intersections with stop control on side streets. KOA provided Geometric Conceptual Plans for all the intersections with proposed traffic calming measures including roundabouts and bulbouts.3D photo simulation or rendering were provided for selected study intersections. KOA planners and engineers worked directly with the residents who advocated for this project through four community work group meetings. The inputs from the public were incorporated into the final geometric conceptual designs. The project was well received in the 2nd council district of Pasadena and the project has been adopted into the City's Capital Improvement Program. KOA Project Manager: Min Zhou, PE

OVERLAND AVENUE COMPLETE STREETS FEASIBILITY STUDY CULVER CITY, CA | KOA

KOA worked with the City of Culver City to conduct a preliminary feasibility study to assess the impacts of implementing complete streets elements such as a road diet traffic calming and protected bike lanes along Overland Avenue in Culver City. KOA assessed roadway geometry barriers and prepared conceptual design plans to help the City in implementing complete street elements on Overland Avenue. KOA staff conducted field work and coordinated with City engineering staff to evaluate the feasibility parking and traffic impacts of installing such facilities. KOA staff worked closely with City staff to conduct public outreach in order to incorporate resident concerns and provide a plan that is consistent with residents' priorities and concerns. KOA Project Manager: Carlos Velasquez, AICP

AGENCY & CLIENT CONTACT

City of Pasadena Richard Dilluvio Senior Transportation Planner (626) 744-7254

YEAR COMPLETED 2017

ENGINEERING FEE \$25.000

PROJECT CONSTRUCTION COST Project has not been constructed.

AGENCY & CLIENT CONTACT

City of Culver City Gabriel Garcia Transportation Engineering Manager (310) 253-5633

YEAR COMPLETED 2017

ENGINEERING FEE \$29.294

PROJECT CONSTRUCTION COST N/A



DOVER DRIVE IMPROVEMENTS

NEWPORT BEACH, CA | Subconsultant - Civil Works Engineers, Inc. A major Orange County Sanitation District aged trunk line sewer was replaced within Dover Drive which caused significant damage to the street surface. As a result, the City initiated a street improvement project with along Dover Drive and Westcliff Drive to improve the pavement and to improve the street aesthetics. The project involved the rehabilitation of the two existing roadways and construction of new and in some locations, widened landscaped medians. The improvements on Dover Drive extended between Coast Highway and Irvine Avenue, approximately 1.4 miles and on Westcliff Drive from Dover Drive to Irvine Avenue. A change in aesthetics was requested by the City and therefore, our team developed alternative landscape palettes from which the City could choose the preferred new look. The project additionally included curb ramp improvements, traffic signal upgrades, traffic handling storm drain catch basin upgrades, and new irrigation and landscaping. Coordination and an encroachment permit were necessary from Caltrans for the work on Dover Drive at the intersection with Pacific Coast Highway. We coordinated with the existing utility companies including AT&T, City of Newport Beach water, The Gas Company, Southern California Edison, Orange County Sanitation District, and Time Warner. Civil Works Project Manager: Marie Marston, PE, QSD/QSP

AGENCY & CLIENT CONTACT

City of Newport Beach Patrick Arciniega Senior Civil Engineer (949) 644-3347

YEAR COMPLETED 2016

ENGINEERING FEE \$192,300

PROJECT CONSTRUCTION COST \$3.5 Million

OVERLAND AVENUE COMPLETE STREETS FEASIBILITY STUDY CULVER CITY, CA | Subconsultant - Civil Works Engineers, Inc.

The City desired to improve the wearing surface of MacArthur Boulevard and University Drive and identified the project through their Pavement Management Program indications. The rehabilitation extended on MacArthur Boulevard from Ford Road/Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450'). MacArthur Boulevard is a heavily traveled 8-lane street in this section and University Drive is a 4-lane street leading to UCI. The City also desired to reconstruct deteriorated concrete flatwork, upgrade pedestrian facilities to ADA and restripe using the new 6" stripes with a slightly changed cross section. After preparation of the Pavement Investigation Reports, the agreed upon pavement rehabilitation strategy on MacArthur Boulevard was 2" asphalt rubber hot mix (ARHM) over 4" base for a 10-15-year service life for the section from Bison to SR-73 and 2" ARHM over 1.5" base from Ford Road to Bison. We prepared typical cross sections, 50' cross sections, plan and profile and striping. We also prepared traffic handling and staging plans. Signs were also inventoried, and plans were prepared for new signs with greater retro reflectivity. We coordinated with Caltrans for an encroachment permit for the stage construction and traffic control within the Caltrans jurisdiction on the SR-73. Civil Works Project Manager: Marie Marston, PE, QSD/QSP

AGENCY & CLIENT CONTACT

City of Newport Beach Andy Tran Associate Civil Engineer (949) 644-3315

YEAR COMPLETED 2018

ENGINEERING FEE \$218,000

PROJECT CONSTRUCTION COST \$2.9 Million



SECTION 4 | SCHEDULE

SCHEDULE

As requested in the RFP, we have included the schedule below for all significant tasks, including the milestone to complete each task, the time for the City's review, and the tentative completion of each task. This schedule has been developed based upon the start date of April 27, 2021. Significant project milestones are summarized as follows:

PHASE	DATE
Notice to Proceed	04/27/2021
Utility Search, Research and Survey	05/24/2021
Submit Conceptual Plans and Estimate	08/02/2021
City Conceptual Plans and Estimate Comments	08/16/2021
Submit 65% Plans and Engineer's Estimate	10/25/2021
City 65% Plans and Estimate Comments	11/15/2021
Submit 90% PS&E	01/17/2022
City 90% PS&E Comments	02/07/2022
Submit 100% PS&E	03/07/2022
City 100% PS&E Comments	03/14/2022
Submit Final PS&E	03/21/2022

SECTION 5 | FEE PROPOSAL

FEE PROPOSAL

KOA's Fee Proposal for this project will be submitted in a separate file electronically via PlanetBids.



SECTION 6 | SUGGESTED EDITS TO THE PROFESSIONAL SERVICES AGREEMENT

SUGGESTED EDITS TO THE PROFESSIONAL SERVICES AGREEMENT

KOA concurs with any and all provisions of the City of Costa Mesa's Professional Services Agreement but due to limitations from the liability insurance policies available in our industry regarding defense, KOA respectfully suggests that the following items be adjusted, as shown below. We have included certain suggested edits in red to the draft agreement below.

CITY OF COSTA MESA'S PROFESSIONAL SERVICES AGREEMENT

6.9 INDEMNIFICATION AND HOLD HARMLESS (PAGE 7)

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 with 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.



SECTION 7 | APPENDIX - ADDENDUM #1

Newport Boulevard Frontage Road Rehabilitation Addendum No. 1



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE:

DECEMBER 10, 2020

TO:

ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 1 - NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT- 19th STREET TO BRISTOL STREET IN THE CITY OF COSTA MESA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and uploading a copy of this sheet to PlanetBids or faxing to (714) 754-5028. A COPY WILL NOT BE SENT BY MAIL.

Received b

SHAD

Stephen Bise, PE, VP | Principal

Company: KOA Corporation, 2141 W Orangewood, Orange, CA 92868

All bidders shall register with PlanetBids in order to retrieve addenda. It is the responsibility of each prospective bidder to check PlanetBids on a DAILY basis through the close of bids for any applicable addenda or updates.

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

PROPOSAL DUE DATE: CHANGED TO JANUARY 12, 2021, 4:00 P.M.

REVISIONS TO REQUEST FOR PROPOSAL:

 The RFP Attachments have been revised to include adjustments to project limits as shown in the attached Attachment D – Revised Project Limits and Attachment E – Revised Newport Boulevard exhibit of Major Intersections. As a reference, please see Attachment F – Caltrans Proposed Improvements, which defines the scope of the proposed Caltrans improvements.

The revisions to the project limits as defined in Attachments D and E reflect a deletion of proposed City project improvements based on recent notification by Caltrans that a section of pavement repairs are slated to be addressed in an upcoming Caltrans construction project. As such, the selected consultant will be basing its design evaluation on this information. In performing its design evaluation, the selected consultant will be expected to provide for a smooth transition to Caltrans' rehabilitated pavement improvements.

- 2. The City has an approved plan for Landscaping Improvements along this area of Newport Boulevard (19th St. to Bristol St.) that are planned to be constructed as part of a separate future City project. In anticipation for that project, the consultant's design will include subsurface lateral irrigation sleeves at various locations along Newport Boulevard to accommodate the future irrigation facilities. Approximately 50 irrigation sleeves are anticipated to be included along the project limits.
- In response to questions received, the City has provided the following questions and responses for all proposers to consider in preparing their proposals.

1 of 2



SECTION 7 | APPENDIX - ADDENDUM #1

Newport Boulevard Frontage Road Rehabilitation Addendum No. 1

a. Please provide clarification of the project limits shown on Appendix A (the "project location map") compared to the "Newport layout" exhibit. What does the hatching mean on the "Newport layout" exhibit?

City Response: The hatchings in the Newport layout exhibit were included to highlight the major intersections involved as part of the design improvements. The project location map shows the entire corridor of Newport Blvd. that will be evaluated for improvements. Please refer to the updated attachments to account for updates to the project limits.

b. What specific complete street components does the City want to consider for this project? If the City does not want to move the curb and gutter, it would seem that options are limited, especially for the addition of bike lanes at the expense of vehicular traffic lanes. Clarification is needed.

City Response: The City will be focusing on opportunities to integrate active transportation elements that advance the objectives of the City's Active Transportation Plan by incorporating pedestrian and bikeway improvements. In addition, the consultant may recommend other complete streets design elements that would enhance the overall safety, aesthetic and functionality of the Newport Boulevard corridor for both vehicular and active transportation users.

c. What is the project design budget?

City Response: Preliminary design budget is estimated at \$250,000 - \$300,000

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Kelly Dalton at (714) 754-5275.

Sincerely

Seung Yang,

Acting City Engineer



MATT STEPIEN, PE

PROJECT MANAGER | SENIOR ENGINEER

KOA Corporation

Mr. Stepien has over 30 years of working on roadway and infrastructure improvement projects, almost exclusively focused on public works projects for local municipalities in Southern California. Matt has substantial experience with Southern California cities, including El Monte, La Habra, Long Beach, Downey, La Mirada, Laguna Beach, Anaheim, and the Los Angeles County Department of Public Works. He has had significant roles providing management, coordination and detailed design, and as verifiable by contacting our references, Matt has established a strong and consistent reputation for providing design documents that are thorough and complete. Matt provides a quality end-product that proceeds on a predictable schedule, is designed within budget and does not have problems during construction. Consequently, his project management procedures include safeguards to provide the City with a project that responds to planning and design issues and is completed on-time.

RELEVANT EXPERIENCE

- La Habra Boulevard Street Rehabilitation, La Habra
- · Various Pavement Rehabilitations, Manhattan Beach
- · Alondra Boulevard Street Rehabilitation, Norwalk
- Richmond Street Improvements, El Segundo
- Spring Street Rehabilitation, Long Beach
- La Palma/Kraemer Intersection Improvements, Anaheim
- Atlantic Avenue Street Rehabilitation, Long Beach
- Camino Capistrano Street Rehabilitation, San Juan Capistrano
- Broadway Street Improvements, Laguna Beach
- Whittier/Hacienda Intersection Improvements, La Habra
- Various Parking Lot Rehabilitations, Santa Monica
- Various Arterial Pavement Rehabilitations, Lake Forest
- · Ximeno Street Rehabilitation, Long Beach
- La Palma/Tustin Intersection Improvements, Anaheim
- 10th Street Rehabilitation, Long Beach
- Camino Las Ramblas Street Rehabilitation, San Juan Capistrano
- Brookshire Avenue Street Rehabilitation, Downey
- Mountain View Roundabout and Street Rehabilitation, El Monte
- · Various Pavement Rehabilitations, La Habra
- · Atlantic Avenue Street Rehabilitation, Long Beach
- Parkmead Street Rehabilitation, Santa Fe Springs
- · Various Pavement Rehabilitations, Rancho Palos Verdes
- Anaheim Resort Improvement Project, Anaheim
- Kermore Lane Street Improvements, Stanton
- Alondra/Valley View Street Widening, Santa Fe Springs,
- · Various Street Rehabilitations, La Mirada
- Temple Hills Drive Street Rehabilitation, Laguna Beach



EDUCATION BS, Civil Engineering, California State Polytechnic University, Pomona, CA

REGISTRATIONS Professional Engineer (PE), Civil, CA #35500



CHUCK STEPHAN, PE

PRINCIPAL-IN-CHARGE & QA/QC MANAGER | PRINCIPAL KOA

Mr. Stephan has 38 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects in both the civil and construction management disciplines. Mr. Stephan specializes in project management, civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.

RELEVANT EXPERIENCE

- Engineering Services, Program Management, Project Management, Design, and Construction Management, La Habra
- Engineering Services, Program Management, Project Management, Design, and Construction Management, Torrance
- Cherry Avenue Improvement Project, Signal Hill
- Residential Overlay and Slurry Seal, Rancho Palos Verdes
- Pavement Rehabilitation Projects and Residential Water Main Replacements, Torrance
- Pavement Rehabilitation Project, Culver City



EDUCATION

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA #50481

STEPHEN BISE, PE

COMPLETE STREETS DESIGN ENGINEER | SENIOR ENGINEER KOA

Mr. Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/striping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Stephen's keys to success include clear, concise communication and diligent quality control.

RELEVANT EXPERIENCE

- Foothill Blvd Master Plan Improvements, Claremont
- Reche Vista Drive Realignment, Moreno Valley
- Calabasas Road Street Design Services Project, Calabasas
- Glendale Avenue & Monterey Road SR134 Freeway Access Improvement Project, Glendale
- Carson Street Master Plan Implementation Project, Carson
- Paramount Median PS&E, Pico Rivera
- Whittier Lambert Road TSSP, Whittier
- Stewart & Pennsylvania Improvement Project PS&E, Santa Monica



EDUCATION

BS, Civil Engineering, California State Polytechnic University Pomona, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA #76775 Traffic, CA (Passed, Awaiting Registration Number)



SHIRJEEL MUHAMMAD, MS, PE

TRAFFIC ENGINEER | SENIOR ENGINEER

KOA

Mr. Muhammad has over 20 years of experience that includes traffic impact studies, travel demand modeling, traffic operations, corridor studies, simulations, parking demand, internal/external circulation, site access, accident study, warrant studies, traffic signal synchronization, preparation/review of signing/marking plans, traffic management plans, and traffic signal plans. His most recent work includes managing contracts from preliminary engineering to notice of completion and ITS which includes establishment of citywide GIS system, city traffic management center (TMC) and developing a statewide ITS infrastructure procurement strategy.

RELEVANT EXPERIENCE

- Installation of Replacement of IRWL to RRFB Project, Costa Mesa
- Traffic Signal Synchronization Programs, OC/IE Regions
- OCTA On-Call Traffic Signal Synchronization Project, Orange County
- Advanced Traffic Signal System Project, Manhattan Beach
- HSIP Traffic Signal Improvements, Lake Elsinore
- Intelligent Transportation System Construction Management, Moreno Valley



EDUCATION

MS, Civil Engineering - Transportation Engineering, California State University, Long Beach, CA

BS, Engineering, NED University of Engineering and Technology, Karachi, Pakistan

REGISTRATIONS

Professional Engineer (PE), Traffic, CA #2274

MANNY BARRIOS

ROADWAY ENGINEER | SENIOR ASSOCIATE ENGINEER

Mr. Barrios has worked on a variety of public agency projects involving roadway design and plan preparation and a wide range of public works, capital improvement and land development projects for various cities throughout Los Angeles and Orange Counties. Manuel has delivered projects for both horizontal and vertical design for public agencies such as the Los Angeles County Metropolitan Transportation Authority (Metro) and the Los Angeles Bureau of Engineering/Department of Transportation (LABOE/DOT). He has served as project engineer for several public agencies to construct, widen and improve roadways, determine utility relocations, design and prepare grading, drainage, sewer and water utility and site improvement plans. He has extensive experience and knowledge of Orange County and Los Angeles County Public Works Standard Plans as well as Greenbook Standard Specifications for Public Works Construction in order to deliver projects from the preliminary stage through final construction.

RELEVANT EXPERIENCE

- · La Habra Boulevard Street Rehabilitation, La Habra
- Various Pavement Rehabilitations, Manhattan Beach
- McBean Parkway Street Improvements, Santa Clarita
- Descanso Avenue Street Rehabilitation, Buena Park
- Richmond Street Improvements, El Segundo



EDUCATION

BS, Civil Engineering, University of California, Irvine, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA (In-Progress)



JENNIFER MILLER, PE

ROADWAY ENGINEER | ASSOCIATE ENGINEER

KOA

Ms. Miller, is an associate engineer with three years of civil engineering experience. Jennifer has been involved with roadway projects in the Cities of Placentia, Santa Monica, Long Beach, Anaheim, Santa Ana, and Costa Mesa, and also in unincorporated areas of Los Angeles and San Bernardino Counties. She is skilled in utilizing design programs such as AutoCAD, Civil 3D, Microstation, and ArcGIS.

RELEVANT EXPERIENCE

- · Bloomington Ave Rehabilitation, Bloomington
- LACDDPW Rowland Heights Rehabilitation, Rowland Heights
- Santa Monica Stewart St & Pennsylvania Ave PS&E, Santa Monica
- Placentia HSIP Cycle 9, Placentia
- Orange Ave and Hellman St Traffic Circle PS&E, Long Beach
- Delta Ave Traffic Circle and Pavement Rehabilitation, Long Beach
- Big Bear Moonridge Road Roundabout Design, Big Bear Lake
- Oceanside ADA Pedestrian Path, Oceanside
- Coachella Ave 50 PS&E, Coachella
- San Bernardino Sig SIC PS&E, San Bernardino
- Orange HSIP Signal PS&E, Orange



EDUCATION BS, Civil Engineering, San Diego State University, San Diego, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA (Passed, Awaiting Registration Number)

Engineer in Training (EIT), Civil, CA #164489

MARIE MARSTON, PE, QSD/QSP

CALTRANS COORDINATION, DRAINAGE, AND ROAWAY | PRINCIPAL Subconsultant - Civil Works Engineers, Inc.

Ms. Marston has 39 years of civil engineering experience with an extensive background in preparing and processing projects through Caltrans on the state highway and interstate systems. In her early career, she worked at Caltrans and she has continuously worked on Caltrans projects since. Her projects have included corridor studies for freeway mainline lane additions, new and reconfigured freeway interchanges, and intersection improvements at ramps and highways. She has overseen project development at all phases including feasibility studies, project initiation documents (primarily PSRs), project reports and environmental documentation (PA/ED), plans, specifications and estimates (PS&E), and construction. She has extensive experience in geometrics through the development of alternatives analysis. She also has experience with quantity and cost estimates, specifications, grading and retaining walls, hydrology and drainage, storm water and water quality, right of way engineering including right of way data sheets including utility and railroad, staging and traffic handling, detours, signing and pavement delineation, transportation management plans, and modified access reports.

RELEVANT EXPERIENCE

- I-605 Carson Street Interchange PR-PSR & PS&E, Long Beach
- I-710 / I-5 Missing Connectors PSR, Los Angeles
- SR 60 & SR 67 at Grand Avenue Interchange PSR, PR, PS&E, City of Industry



EDUCATION MBA, Business, University of

California, Irvine, California

BS, Civil Engineering, Oregon State University, Corvallis, Oregon

REGISTRATIONS

Professional Engineer (PE), Civil, CA #38798

Professional Qualified SWPPP Practitioner and Qualified SWPPP Developer (QSD/QSP), CA #23572

PROPOSAL FOR THE NEWPORT BOULEVARD FRONTAGE ROAD REHABILITATION PROJECT - 19TH STREET TO BRISTOL STREET



DON WILSON, PLA, ASLA LANDSCAPE DESIGN | PRINCIPAL-IN-CHARGE Subconsultant - Cornerstone Studios, Inc.

Mr. Wilson is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 35 years experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design, and construction observation. He has prepared master plans, visual studies, water conservation studies, and guidelines for parks, schools, and housing communities. He has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all, and re-use of sites and materials.

RELEVANT EXPERIENCE

- Bristol Street Median, Costa Mesa
- · Brookhurst Street Medians, Garden Grove
- Imperial Highway Median Landscape Improvements, Downey
- Firestone Blvd. Streetscape and Downtown Gateway, Downey



EDUCATION

BS, Landscape Architecture, University of California, Berkeley, CA

REGISTRATIONS

Professional Landscape Architect (PLA), CA #1746

Member of American Society of Landscape Architects (ASLA),

CLARB Registration

JEFF WOO KIM, PLA, ASLA LANDSCAPE DESIGN | PRINCIPAL/PROJECT MANAGER Subconsultant - Cornerstone Studios, Inc.

Mr. Kim has over twenty years of experience with Cornerstone Studios. He brings a thoughtful and creative approach to each of his clients and projects. His keen sense of design, project management skills, and attention to detail are integral to the success of his projects. With extensive experience working with numerous government agencies, he excels in projects at the city, county, or federal level and possesses a good understanding of the requirements needed to complete the project. He is responsible for implementation of conceptual design through completion of construction documents as well as coordination with teams of sub-consultants.

RELEVANT EXPERIENCE

- · Bristol Street Median, Costa Mesa
- Adams Avenue Improvement, Costa Mesa
- · Randolph Avenue Improvement, Costa Mesa
- Century Boulevard, Inglewood
- Daisy Bike Boulevard, Long Beach
- · OC Streetcar, Santa Ana



EDUCATION

BS, Landscape Architecture, California Polytechnic University, Pomona, CA

REGISTRATIONS

Professional Landscape Architect (PLA), CA #6082,

American Society of Landscape Architects (ASLA),

Asian American Architects/Engineers Association (AAa/e)



JESUS "FREDDIE" OLMOS

PROJECT ROLE | CEQA/NEPA COMPLIANCE TASK MANAGER Subconsultant - ECORP Consulting, Inc.

Mr. Olmos' professional experience involves CEQA and NEPA analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MND), EIRs, Environmental Impact Statements, Environmental Assessments, and Findings of No Significant Impact, including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects. Mr. Olmos is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

RELEVANT EXPERIENCE

- Bristol Street Median Improvement Project, Costa Mesa
- CEQA Compliance for Lions Park Improvements, Costa Mesa
- Market Street Pedestrian & Streetscape Enhancements Project, Long Beach
- CEQA Documents with Supporting Technical Assessments for the City Creek and Alabama Street Bikeways Project, Highland



EDUCATION

BA, Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine, CA

REGISTRATIONS

Caltrans Environmental Compliance Training Course for Local Agency Partners and Consultants – Categorical Exemptions and Categorical Exclusions, Caltrans

AMIR GHAVIBAZOO, PHD SOILS | PAVEMENT ENGINEER

Subconsultant - Twining, Inc.

Dr. Ghavibazoo will serve as pavement engineer for this contract. He will oversee the pavement assessment and contribute to geotechnical/soils report outlining its condition and suggested soils stabilization options. Amir has extensive research experience and in-depth understanding on many aspects of asphalt pavement materials. His experience includes characterization of rubberized asphalt binders and developing mix designs following Superpave specifications.

RELEVANT EXPERIENCE

- 2018-2019 Street Improvement Project, South Pasadena
- Loma Alta Pavement Rehabilitation, Fullerton
- Studebaker Road Pavement Evaluation, Long Beach
- Bush Street Bicycle Boulevard Design, Santa Ana
- Fisher Park Neighborhood Water Main Improvements, Santa Ana
- Santa Ana Boulevard & 5th Street Protected Bike Lane, Santa Ana
- · Arterial Rehabilitation Project, Pavement Investigation,
- Huntington Beach



EDUCATION

PhD, Civil and Environmental Engineering, North Dakota State University, Fargo, North Dakota

MS, Railways Engineering, Iran University of Science and Technology, Tehran, Iran

BS, Industrial Engineering, University of Technology, Tehran, Iran



SECTION 7 | APPENDIX - RESUMES

PAUL SOLTIS, PE, GE SOILS | LEAD GEOTECHNICAL ENGINEER

Subconsultant - Twining, Inc.

Mr. Soltis brings more than 27 years of technical expertise to Twining. His experience includes geotechnical investigations and analyses relative to roads, bridges, highways, and other California infrastructure projects. His focus is on interaction with the design team during development of construction documents to achieve the most appropriate foundation type and most efficient site preparation techniques. As lead geotechnical engineer, he will oversee, write, and sign the geotechnical/soils report.

RELEVANT EXPERIENCE

- Aviation Boulevard, Redondo Beach
- Studebaker Road Pavement Evaluation, Long Beach
- Del Amo Boulevard, Los Angeles
- · Bush Street Bicycle Boulevard Design, Santa Ana
- Fisher Park Neighborhood Water Main Improvements, Santa Ana
- Santa Ana Boulevard & 5th Street Protected Bike Lane, Santa Ana
- · Arterial Rehabilitation Project, Pavement Investigation,
- Huntington Beach



EDUCATION

MA, Geotechnical Engineering, University of Colorado, Boulder, CO

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (PE), Civil, CA #56140 Geotechnical Engineer (GE), CA, #260

RUSSELL HANSON, PLS, GISP SURVEY & RIGHT-OF-WAY | ASSOCIATE SURVEYOR Subconsultant - Huitt-Zollars

Mr. Hanson has 22 years of experience in the preparation of Tract Maps, Parcel Maps, Records of Survey, Right-of-Way maps, Legal Descriptions, ALTA Surveys and Lot Line Adjustments. He has been involved in numerous rehabilitation projects for streets and intersections using conventional survey, GPS survey and scanning. Russell coordinates field crews, processing field work and delivers final CAD product and has extensive survey experience in Southern California.

RELEVANT EXPERIENCE

- Division Street, Long Beach
- · Imperial Hwy and Del Sur Ave, La Habra
- · Mountain View Road, El Monte
- Alley Topography, Alhambra
- Atlantic Avenue, Long Beach



EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona, CA

REGISTRATION

Professional Land Surveyor (PLS), Survey, CA #8873

Geographic Information System Professional (GISP), CA #64594



SECTION 7 | APPENDIX - RESUMES

JIM MIHLD

POTHOLING | SUBSURFACE UTILITY ENGINEERING MANAGER Subconsultant - Boudreau Pipeline Corporation

Jim Mihld has 32 years of experience in underground utility location. He provides project management and estimates for subsurface utility engineering projects for Boudreau Pipeline Corporation. During his career he has served as Gas Technician, Vac Rig Foreman, General Foreman, and Field Superintendent. He holds an active registration with the National Association of Corrosion Engineers (NACE) International, and he is trained to comply with OSHA's 19CFR 1910.146 permit required confined space.

RELEVANT EXPERIENCE

- · Gateway South Bldg 6, San Bernardino
- First Nandina II Logistics Center, Moreno Valley
- Marshall & Belvedere Street Improvements, San Bernardino



EDUCATION
Engineers (NACE) International
OSHA's 19CFR 1910.146 permit

required confined space compliance



SECTION 7 | APPENDIX - KOA STREET DESIGN CHECKLIST



KOA STREET DESIGN CHECKLIST

1 2 3 4.	Research and Data Gathering a. Meet with client to review project b. Obtain as-built plans, maps, utility records, etc. c. Preliminary job-walk, photos, etc. d. Determine review process, including outside agencies e. Meet with outside agencies f. Research in-house files and mapping logs to obtain pertinent information from previous projects. Conduct preliminary in-house design team meeting a. Review project assignment b. Clarify responsibilities c. Identify potential problems d. Develop project approach Develop preliminary list of plans to be prepared Review design checklists for types of plans to be prepared (street, storm drain, structural, etc.)
 3.	a. Review project assignment b. Clarify responsibilities c. Identify potential problems d. Develop project approach Develop preliminary list of plans to be prepared Review design checklists for types of plans to be prepared
 	Review design checklists for types of plans to be prepared
 4.	3
	(street, storm drain, structural, etc.)
 5.	Refine project schedule from proposal
6.	Submit first utility notice
7.	Identify design constraints
 8.	Request outside services: Geotech Structural Landscaping Environmental Survey Other (specify)
9.	List design assumptions Prepare preliminary design (±60%) a. Alignment study b. Preliminary layouts c. Preliminary cost estimate (compare with budget) d. Alternatives analysis
 11.	QA/QC REVIEW
12.	Revise per QA/QC Comments
13.	Submit to client



SECTION 7 | APPENDIX - KOA STREET DESIGN CHECKLIST



KOA STREET DESIGN CHECKLIST

Date Completed	Initials	Description
	14.	Develop design parameters a. Stationing b. Cross sections c. Drawing scales d. Calculations e. Min longitudinal slopes f. Min and max cross-slopes g. Standard plans h. Specs
	15.	Prepare ±90% plans and cost estimate
	16.	Review with designer to identify: a. Intent b. Format c. Items to be added later (notes, details, etc.) d. Intermediate deadlines for present assignment
	17.	Establish submittal and internal deadlines
	18.	Review completed plans and calculations
	19.	Obtain plans prepared by consultants
	20.	Develop list bid items and prepare quantity estimates
	21.	Prepare specifications (see flowchart for specifications)
	22.	Prepare cost estimate
	23.	QA/QC REVIEW
	24.	Revise per QA/QC comments
	25.	Make revisions; evaluate impacts of revisions on rest of project
	26.	Submit plans to client and outside agencies for review
	27.	Submit plans to utility owners for review
	28.	Make revisions following reviews
	29.	Submit final plans to client and agencies for approvals

LOS ANGELES | CORPORATE OFFICE

1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754 (323) 260-4703

ORANGE COUNTY OFFICE

2141 W. Orangewood Avenue Orange, CA 92868 (714) 573-0317

INLAND EMPIRE OFFICE

3190 Shelby Street, Bldg C. Ontario, CA 91764 (909) 890-9693

SAN DIEGO OFFICE

5095 Murphy Canyon Road, Suite 330 San Diego, CA 92123 (619) 683-2933

COACHELLA VALLEY OFFICE

78-405 Via Caliente La Quinta, CA 92253 (760) 694-1716

WEST LOS ANGELES OFFICE

300 Corporate Pointe, Suite 470 Culver City, CA 90230 (310) 473-6508



EXHIBIT D FEE SCHEDULE

FEE PROPOSAL City of Costa Mesa - Newport Boulevard Frontage Road Rehabilitation														
TASKS	PIC QA/QC	Project Manager	Sr Associate Engineer	Senior Designer	Senior Planner	Associate Planner	Associate Engineer	Greit Caftrana Draintéga	Survey	Environmental	Gentach	Landscape	Patholing	TOTAL COST
Hourly Billing Rate	\$210	\$210	\$150	\$125	\$120	\$100	\$110	Civil Works	Huitt Zollars	ECORP	Twining	Cornerstone	Boudreau	
Phase 0 - Project Administration and Management			-					C. ST. ST.			1010	atovi, salite a		
Phase 1 - Preliminary Engineering and Base Maps		60				l	20			1				\$14,800
			-					41.414		-		_		40.000
Kickoff and PDT Meetings (4)		12	12	12		-		\$3,600		+ +				\$9,420
Research and Review		2	8	4			16	\$2,025		-				\$5,905
Utility Coordination		1	12				30			+		-		\$5,310
Site Assessment and Inspection Geotechnical (allowance only)		4	12	6	 	-	12	\$1,650	-	+	422.240	+		\$6,360
		2	4	-	-	 		1	#30 03C	+	\$23,348	-		\$24,158
Topo Survey 35% Concept Plans			<u> </u>				ļ		\$39,879			-		\$40,899
		20	48	68		-	80	\$11,530	-	1				\$40,230
CEQA Clearance (optional) Phase 2 - Right-of-Way Engineering														\$0
(optional)	11.0015													\$0
(optional) Phase 3 - 65% PS&E	-									-		-		30
PS&E		50	126	160		_	232	\$66,805		The second second		\$2,100		\$143,825
Hydrology and Hydraulics				160		+	252		-	+ +		\$2,100		\$4,680
Utility Coordination		1	6			-	8	\$4,170	-	+ +			\$23,060	\$25,050
Phase 4 - 95% PS&E													\$23,000	\$25,030
PS&E		24	66	88	THE STREET		112	\$10,980	1000			\$1,400		\$50,640
Caltrans Permit		29	66	2			112	\$1,630		+		\$1,400		\$2,300
Final Hydrology and Hydraulics		1	2					\$7,340	_	 		_		\$7,850
Final Utility Coordination		1	4				4	\$7,340		+ +		1		\$1,250
Phase 5 100 Submittal	*********	-	-	111111111111111111111111111111111111111	-		Marine Committee	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	Contract of					\$1,250
PS&E		10	24	30			44	\$8,600				\$350		\$23,240
Caltrans Permit		2	24	2	-	 	144	\$6,290	-	+		\$350		\$6,960
Phase 6 - Bid and Award Phase		-	THE RESERVE		1101-120	_		30,290			100		To the same of	30,300
Bid and Award Support	_	2	4	4				\$1,370		T T		7		\$2,890
Phase 7 - Construction Engineering Support	-	-				and the latest		\$1,370		The second second	J			32,090
RFI and Change Order Support		4	8	8				\$2,410		1				\$5,450
Phase 8 Constructability Review / QA / QC		-						\$2,410		1			-	33,430
Review / QA / QC	48									T T		THE REAL PROPERTY.		\$10,080
TOTAL HOURS (PRIME) & TOTAL COST (SUBS)	48	200	342	384	0	0	558	128,400	39.879	0	23,348	3,850	23,060	431,297
ODC	40	200	342	\$1,500			330	120,400	37,0/3	, ,	23,346	3,630	23,000	\$1,500
TOTAL COST	\$10,080	\$42,000	\$51,300	\$48,000	50	50	\$61,380	\$128,400	\$39.879	50	\$23,348	\$3,850	\$23,060	\$432.797

EXHIBIT E CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

- 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.