

**PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this 4th day of March, 2014, by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA Corporation, a California ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to as more fully described in Consultant's Proposal attached as Exhibit "A"; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

Consultant shall be solely and completely responsible for conditions of the job-site, including safety of all persons and property during performance of the field work, and the Consultant shall fully comply with all State, Federal and other laws, rules, regulations, and orders relating to the safety of the public and workers.

Construction materials and equipment may only be stored in streets, roads, or sidewalk areas if approved by the Engineer.

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure as required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed Sixty-Three Thousand Five-Hundred One Dollar and 38/100 cents (\$63,501.38). Consultant shall devote hours of staff time to complete the Project as detailed in the Proposal.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding the amount set forth in Section 2.1 unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four years and three months ending on June 30th, 2018 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, 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 policy.

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

- (a) Additional insured. "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. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

KOA Corp. 2141 W. Orangewood Avenue, Ste. A Orange, CA 92868 Tel: 714/573-0317 Fax: 714/573-9534	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714/754-5017 Fax: 714/754-5028 Attn: David Cho
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6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time,

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

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

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

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

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

files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of City of Costa Mesa

Date: _____

Director of Public Services

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 02/20/14

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

December 2, 2013

SUBJECT: REQUEST FOR PROPOSALS – PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE SCHOOL ZONE TRAFFIC CALMING PROJECT

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional services for engineering design and implementation of the Citywide School Zone Traffic Calming Project in the vicinity of fifteen (15) schools. The City has been awarded Federal Safe Route to School (SRTS) funds for the implementation of this project. The scope of services generally consists of preparation of construction plans and specifications, student tally and parent surveys, and preparation of all Federal forms to obtain State and Federal E-76 certification. The project is structured in four phases:

- Phase 1: Engineering Design Plans, Specifications, and Estimates
- Phase 2: Before and After Student Tally/Parent Surveys
- Phase 3: Environmental Analysis and Approval
- Phase 4: Federal Approval for Construction and Construction Support

BACKGROUND

In 2011, the City was awarded Federal Safe Route to School (SRTS) funds to implement traffic calming measures in the vicinity of fifteen (15) schools in Costa Mesa. The goal of the project is to improve safety of pedestrians travelling to and from local schools and traversing arterial routes. The proposed improvements consist of the following:

- Installation of twenty-one (21) radar speed feedback signs
- Installation of ten (10) school flashers
- Installation of two hundred and four (204) pedestrian countdown signal heads
- Striping and signage enhancements

The full list of improvements, locations, and target schools is included in Attachment 1. The radar speed feedback signs and school zone flashers will be solar-powered and would incorporate intelligent technology to assure that traffic calming applications are activated during appropriate school times when children are present. The devices should be equipped to collect speed and volume data and establish communication to the Costa Mesa Traffic Operations

Center. Light emitting diode (LED) pedestrian countdown heads shall be installed at signalized intersections adjacent to targeted schools per the attached list.

Consultant shall review striping and signage in the vicinity of the following schools and recommend any enhancements that could be considered for implementation. Examples of striping and signage enhancements that could be considered are ladder crosswalks, school zone signs, high visibility warning signs, pedestrian yield signs, bus loading zone signs, enhanced pavement legends, and others as recommended by Consultant and reviewed by City. All traffic calming devices and installations shall conform to the latest State of California Department of Transportation (Caltrans) standards and Caltrans Manual of Uniform Traffic Control Devices (CA MUTCD).

- Davis Elementary School
- Killybrooke Elementary School
- Mariners Elementary School
- Pomona Elementary School
- Rea Elementary School
- Sonora Elementary School
- Victoria Elementary School
- Whittier Elementary School

SCOPE OF SERVICES

The project scope generally includes engineering design of traffic calming measures in the vicinity of fifteen (15) schools in Costa Mesa and obtaining Federal and State I-76 clearance for authorization for construction.

PHASE I – Plans, Specifications, & Estimates

This phase includes the preparation of plans and specifications necessary to construct the project. The consultant is expected to meet twice a month with City staff to discuss the various design elements. This task includes, but not limited to the following:

1. Prepare design plans for installation of traffic calming devices and signing and striping plans on standard 24" x 36" mylar. Electronic CAD files compatible with AutoCAD 2007 and other document files shall be delivered to City. Plans are to be fully detailed to advertise and construct the project. Design plans shall include installation details for radar speed feedback signs, school flashers, and pedestrian countdown heads. Signing and striping plans shall be developed as directed by City.
2. Perform all necessary research to establish precise location of all utilities and utility casements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Determine where interfaces with existing facilities will occur as a result of the implementation of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Comply with Caltrans "Manual on High and Low Risk Underground Facilities within Highway Rights-of-Way."

3. For budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final detailed construction quantity and cost estimate.
4. Obtain final design approval from the City, and comply with all applicable requirements.
5. Complete project contract documents and special provisions in a format consistent with current City projects and in conformance with State and Federal guidelines. Specifications for traffic calming devices will be developed by the consultant in coordination with City staff. A copy of the construction contract agreement will be furnished by the City.
6. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. The consultant will also be responsible for preparation of final as-built plans.

The selected consultant shall include all additional items necessary to achieve completion and approval of the final design plans and specifications.

PHASE II – Before and After Student Tally/Parent Surveys

This phase includes conducting evaluations at each targeted school in accordance with Caltrans Local Assistance Safe Route to Schools guidelines. Student Travel Tallies and Parent Surveys are required prior to and after implementing the project. Consultant will be required to coordinate with Newport Mesa Unified School District and each targeted school for completing all surveys. Consultant shall submit collected survey data to National Center for Safe Route to School for processing. Consultant shall summarize the findings of the survey and submit copies of all survey forms, materials, correspondence, and related documents to City. Guidelines for conducting surveys are attached as Attachment 2.

PHASE III - Environmental Analysis and Approval

This phase includes the preparation of a Preliminary Environmental Studies (PES) document analyzing and describing environmental impacts and mitigations of the proposed project, meeting California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. As this project is federally funded, Caltrans will review and approve all environmental documents. All associated work required to receive environmental compliance shall be included within the subject scope of services, including the preparation of Field Review form, Aerial Deposited Lead (ADL) study, and other environmental studies as required, copying, distribution/ mailing of notices, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports, and other materials to the City and Caltrans review, and address all elements to obtain Caltrans environmental clearance for implementing the project.

PHASE IV -- Caltrans Construction Authorization forms

The consultant will be responsible for preparing all Federal forms including the Request for Authorization to Proceed with Construction, PS&E Certification, and the subject PS&E package to Caltrans Local Programs. The consultant shall efficiently address all project components as required to obtain State and Federal E-76 Certification.

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

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

Content of Proposal

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

1. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan -- define the project approach, team assignments, and products.
3. Schedule -- provide a detailed schedule indicating stages of work and time frames.
4. An organization chart and staffing plan identifying personnel on this project, a brief resume on each individual (two pages maximum per person) and recent projects on which they have worked of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
6. Comply with Professional Services Agreement requirements (see Attachment 3).
7. Submittal of **three (3)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project

expenses, be itemized under the following phases:

- Phase 1: Engineering Design Plans, Specifications, and Estimates
- Phase 2: Before and After Student Tally/Parent Surveys
- Phase 3: Environmental Analysis and Approval
- Phase 4: Federal Approval for Construction and Construction Support

Total Not To Exceed Price - \$ _____

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

Contract Changes

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

Disadvantaged Business Enterprise

The City of Costa Mesa has established a Disadvantaged Business Enterprise (DBE) goal for this Contract of **15%**. A Consultant Proposal DBE Commitment Form (Exhibit 10-01) from the Caltrans Local Assistance Procedures Manual is included as Attachment 4. Consultants should satisfy DBE requirements consistent to the Caltrans' Local Assistance Procedures Manual, and include this form (Exhibit 10-01) with the proposal.

Right to Reject all Proposals

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

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th Floor City Hall, **on or before 5:00 p.m., December 20, 2013**. If additional information is required, please contact David Cho, Assistant Engineer, at (714) 754-5017, or via email at david.cho@costamesaca.gov.

Sincerely,



Raja Sethuraman, Manager
Transportation Services

Attachments: 1 - Proposed Improvements
2 - Student Travel Tally and Parent Survey Guidelines
3 - Sample Professional Services Agreement
4 - Exhibit 10-O1 and DBE Requirements

c: Ernesto Munoz, Public Services Director
Pritam Deshmukh, Associate Engineer
David Cho, Assistant Engineer

SRTS Cycle 3 Citywide School Zone Traffic Calming

Summary of Traffic Calming Devices

Radar Speed Feedback Signs

	Street	Cross Street	Direction	Type of Installation	Targeted School
1	Adams	Placentia	Westbound	Replacement	Adams
2	Adams	Shantar	Eastbound	Replacement	Adams
3	California	Michigan	Southbound	New	California/Tewinkle
4	Baker	Labrador	Eastbound	New	California/Tewinkle
5	Baker	Labrador	Westbound	New	California/Tewinkle
6	Fairview	Wake Forest	Northbound	New	College Park
7	Fairview	Loyola	Southbound	New	College Park
8	Wilson	Columbia	Westbound	New	College Park
9	Wilson	College	Eastbound	New	College Park
10	Arlington	Junipero	Westbound	New	Davis
11	Arlington	Junipero	Eastbound	New	Davis
12	Fairview	Monitor	Southbound	New	Davis
13	Fairview	Arlington	Northbound	New	Davis
14	Irvine	18th	Northbound	New	Mariners
15	Irvine	18th	Southbound	New	Mariners
16	Mendoza	Baker	Southbound	New	Sonora
17	Bear	St. Claire	Northbound	New	Sonora
18	Placentia	Fairview Park	Southbound	New	Wilson
19	Placentia	Wilson	Northbound	Replacement	Wilson
20	Placentia	Wilson	Southbound	Replacement	Wilson
21	Wilson	Placentia	Westbound	Replacement	Wilson

School Flashers

	Street	Cross Street	Direction	Type of Installation	Targeted School
1	Baker	Labrador	Eastbound	Replacement	California/Tewinkle
2	Baker	Labrador	Westbound	Replacement	California/Tewinkle
3	Killybrooke	Belfast	Northbound	New	Killybrooke
4	Killybrooke	Garlingford	Southbound	New	Killybrooke
5	Sonora	La Salle	Eastbound	New	Sonora
6	Velasco	Santiago	Southbound	New	Sonora
7	Victoria	Canyon	Eastbound	Replacement	Victoria
8	Victoria	National	Westbound	Replacement	Victoria
9	Placentia	18th	Northbound	Replacement	Whittier
10	Placentia	18th	Southbound	Replacement	Whittier

LED Pedestrian Countdown Heads

	Intersection	Quantity	Targeted School
1	Adams Albatross/Shantar	8	Adams
2	Adams Placentia	6	Adams
3	Adams Mesa Verde East	6	Adams

	Intersection		Quantity	Targeted School
4	Harbor	Mesa Verde East	4	Adams
5	Harbor	Merrimac	4	Adams
6	Harbor	Fairview	4	Adams
7	Fair	Vanguard	8	College Park
8	Fair	Fairview	8	College Park
9	Fair	Loyola	8	College Park
10	Irvine	20th/Highland	8	Mariners
11	Irvine	17th	8	Mariners
12	Baker	Coolidge	4	Paularino
13	Baker	Mendoza	4	Paularino
14	Baker	Babb	6	Paularino
15	Baker	Milbro	8	Paularino
16	Baker	Bear	6	Paularino
17	Bear	Paularino	8	Paularino
18	Bear	South Coast	8	Paularino
19	South Coast	Metropointe East	4	Paularino
20	South Coast	Metropointe West	4	Paularino
21	Victoria	Placentia	8	Pomona/Rea
22	Victoria	Pomona	8	Pomona/Rea
23	19th	Pomona	8	Pomona/Rea
24	19th	Placentia	8	Pomona/Rea
25	Victoria	Canyon	4	Victoria
26	Victoria	National	4	Victoria
27	Superior	17th	8	Whittier
28	Placentia	Fairview Park	4	Wilson
29	Placentia	Estancia North	6	Wilson
30	Placentia	Estancia South	6	Wilson
31	Placentia	16th	8	Whittier
32	Santa Ana	Mesa	8	Woodland

Instructions for Using the Student Travel Tally Sheet and Parent Survey and Options for Entering the Data Collected



This document provides specific instructions on how to administer each data collection tool. The table of contents below can help you identify where to find specific information.

Student Travel Tally Form Administration 2

 What is the Student Travel Tally form and who uses it? 2

 Downloading and printing the Tally Form 2

 When is the Student Travel Tally administered? 2

Parent Survey Administration 4

 What is the Parent Survey? 4

 Downloading and printing the Parent Survey Form 4

 Parent Survey administration options 4

 Paper-base surveys 4

 Three ways to use the paper-based survey 5

 Online surveys 6

 When is the Parent Survey administered? 6

Data Entry Options for Student Travel Tally and Parent Survey 7

 Option 1. Online data system 7

 Option 2. Centralized Data Entry (Mailing your questionnaire for processing) 7

If you have any questions, please contact the National Center for Safe Routes to School staff at data@saferroutesinfo.org

(October 2012)

Student Travel Tally Form Administration

What is the Student Travel Tally form and who uses it?

The Student Travel Tally Form is a one-page sheet used to count the number of students arriving to and departing from school by various travel modes (walk, bicycle, bus, car etc.)

The form is designed to be administered by teachers or volunteers and takes approximately five minutes each morning for two days. One Student Travel Tally Form per classroom should be used for all K-8 classrooms in the school.

The information collected has many applications, including learning travel patterns and estimating traffic congestion and environmental effects. Additionally, when gathered before and after the SRTS activity or project, the count information can help local SRTS programs measure any changes in walking, biking, and other forms of travel to and from school.

Downloading and printing the Tally Form

The Tally Sheet form can be downloaded from

http://www.saferoutesinfo.org/resources/evaluation_student-in-class-travel-talley.cfm

Forms should be printed at the highest resolution possible. A minimum resolution of 400 dots per inch should be used; most laser and inkjet printers meet this standard. Resolution under 300 dots per inch may prevent the forms from being readable by scanning systems. If you are photocopying blank forms, the copy should be the same size and have the same margins as the original—please do not reduce or enlarge the size of the photocopied form.

When is the Student Travel Tally administered?

1. It is intended to be used on two days in the middle of a single week. By gathering travel information for two days in the middle of the week, an accurate average of student travel can be determined.

Counts should be conducted on any two days from Tuesday, Wednesday, or Thursday. Counts should not be conducted on Mondays or Fridays. The following combinations of days are acceptable:

- *Tuesday and Wednesday
- * Wednesday and Thursday
- * Tuesday and Thursday

2. Weather conditions: For reporting purposes, counts are needed regardless of weather conditions. For each day's morning and afternoon count, select the weather condition that most closely matches the selection options on the form (Sunny, Rainy, Overcast, Snow.)
3. The Student Travel Tally Sheet should be administered at least twice during the school year unless otherwise instructed by your State's SRTS program:
 - A. First counts should be taken at some point during the second, third, or fourth weeks of the school year. This count establishes the baseline measure for that school.
***Please do not conduct counts during weeks with special walking or biking-related events, such as Walk to School Day.** If your SRTS program is conducting any events during the first three weeks of the school year, please attempt to conduct travel counts before the SRTS event.
 - B. Second counts should be conducted during the last three weeks of the school year. This count measures the change in travel behavior during the school year. If a mid-year count (see below) was conducted, this end-of-year count can also be used to evaluate the sustained effect of activities.
 - C. Mid-year counts are not required, but also might be useful.
 1. A count conducted within 2-3 weeks of the completion of educational events or encouragement and enforcement campaigns can be used to measure immediate effects of these activities.
 2. A mid-year count can also be used to understand the seasonal variation in levels of walking and biking to and from school.

Parent Survey Administration

What is the Parent Survey?

The Parent Survey is a two-page questionnaire intended to collect information from parents of K-8th graders about how their children travel to and from school, what barriers there are to walking or biking to and from school, and their attitudes about walking and biking to school. The questionnaire is available in English and Spanish.

The questionnaire takes 5 to 10 minutes to complete and one questionnaire should be given per student household. If more than one child from the same school takes a questionnaire home, the directions on the survey form ask the parent to fill out the survey for the child with the next birthday from today's date.

Local SRTS programs may be particularly interested in this information because it can be used to help identify issues that need to be addressed to improve their SRTS activities. Information from parents might also identify unexpected opportunities to increase walking and biking to school.

Downloading and printing the Parent Survey Form

The Parent Survey form can be downloaded from www.saferoutesinfo.org/resources/evaluation_parent-survey.cfm

Parent Survey administration options

The Survey can be administered to parents in two ways: using a paper-based questionnaire or via an online questionnaire.

Paper-based surveys

Printed surveys should be printed at the highest resolution possible. A minimum resolution of 400 dots per inch should be used; most laser and inkjet printers meet this standard. Resolution under 300 dots per inch may prevent the forms from being readable by scanning systems.

- A. If you are photocopying blank forms, the copy should be the same size and have the same margins as the original—please do not reduce or enlarge the size of the photocopied form.
- B. You can photocopy the 2-page survey double-sided. Please make sure the text on both sides should be oriented in the same direction, i.e. one side's text is not upside down when you turn the survey over as if it were a page in a book.

Three ways to use the paper-based survey

The paper-based survey was designed with three potential means of administration:

Option 1. Take-Home Administration. The survey is handed out or placed in backpacks for students to take home. One idea is to tell the students that tonight their the parents/guardians have homework and ask each student to have his/her parent/guardian complete the questionnaire. Instructions:

1. Distribute copies of the survey to teachers for each classroom, so that all parents will receive a copy of the survey.
2. Ask the students to bring the completed questionnaires back the next day, but have the teachers accept later surveys for up to two weeks after the surveys have been sent home.

Option 2. Assign survey as homework or extra credit for the student that involves the student taking home the questionnaire and filled out as part of an interview with the parent. Instructions:

1. Distribute copies of the survey to teachers for each classroom, so that all parents will receive a copy of the survey.
2. Teachers assign the surveys to be completed as part of a homework or extra credit assignment. The students take the survey home and fill it out during an interview with their parent, or along with their parents.
3. Ask the students to bring the completed questionnaires back the next day, but have the teachers accept later surveys for up to two weeks after the surveys have been sent home.

Other homework approaches can also be used, as long as the standardized questionnaire is used, and the parent provides the answers.

In many instances, curriculum changes or new homework assignments require approval from the principal or a curriculum committee. Local SRTS programs considering the homework approach should check on this potential issue early.

Option 3. Deliver to parents during parent-teacher conferences. The survey can be given to parents to complete and returned while they are waiting before parent-teacher conferences. Alternatively, parents could take the survey home and have it returned by their child. Instructions:

1. Identify when parent-teacher conferences will occur and determine whether these times of the year are appropriate to collect baseline information and end-of-year information. (If the times do not seem appropriate, the take-home method might more successful.)
2. Distribute copies of the survey form to teachers for each classroom, so that all households will receive a copy of the survey during (or immediately before) the parent-teacher conference. (Note that teachers will be responsible for distributing and collecting surveys, and then returning the completed surveys to the local SRTS program manager.)



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3. Ask teachers to provide forms to parents/caregivers so that they can fill out the forms while they wait for the conference.
 - A. A sign with simple instructions next to the stack of forms may help explain the process.
 - B. Teachers may collect forms during their conference.
 - C. Parents may also complete the survey after their meeting with the teacher.
 - D. Teachers may allow parents to take the surveys home and send them back with the students. If this approach is followed, teachers should request that the forms be returned within a few days, and set a specific date. (Note that this approach will likely reduce the number of surveys that are returned.)
4. Collect forms from teachers weekly for a two-week period after the surveys have been sent home.

Online surveys

For schools that primarily communicate with their students' parents through email, electronic newsletters or other digital media, then that school may be a good candidate for using the online version of the Parent Survey. If the school primarily sends communications to parents on paper, then administering your survey using paper hard copies of the Parent Survey is the better choice.

The online option allows you to send a web link to parents and they go online to complete the questionnaire. For more information about the online survey option and determining if it is right for your SRTS program visit

www.saferoutesinfo.org/program-tools/evaluation-parent-survey-other-language-options

When is the Parent Survey administered?

1. Ideally, the parent survey should be conducted twice during the school year unless otherwise instructed by your State's SRTS program. Time frames are listed below, and these should be followed when the survey is administered using the take-home or online methods. However, when the survey is administered in conjunction with Parent-Teacher Conferences, the local SRTS program manager and teacher(s) should determine the best time to give the survey.
 - A. For first collection, parents should be surveyed during the second, third, or fourth week of school.
 - B. For second collection, parents should be surveyed during the last three weeks of the school year in order to determine how attitudes and beliefs have changed during the year.

- C. Mid-year counts are not required, but also might be useful.
- A survey conducted within 2-3 weeks of the completion of educational events or encouragement and enforcement campaigns can be used to measure immediate effects of these activities.
 - A mid-year survey also can be used to understand the progress and early effects of long-term programs, as well as other variation in parental attitudes that affect walking and biking to and from school.

Data Entry Options for Student Travel Tally and Parent Survey

The data collected on the Student Travel Tally forms and Parent Surveys can be converted to useful information in two ways.

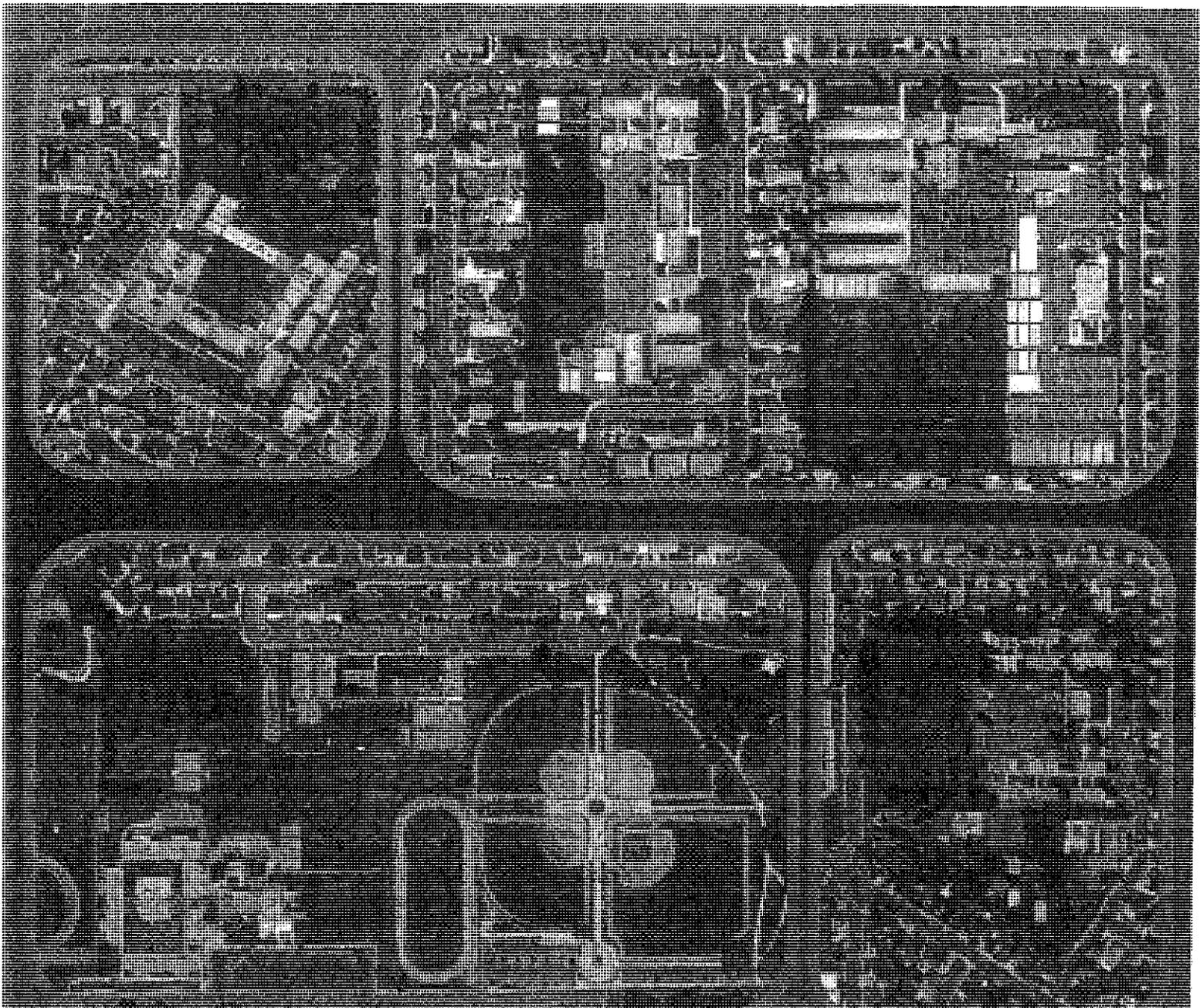
Option 1. Online data system – Users can use the National Center’s online “DataTools” to enter their data directly into a system that provides immediate access to their data. Users can access and share summary reports of their data and be able to download their data.

1. For instructions on how to access the online data system, please click the “Data System Instructions” link at www.saferoutesinfo.org/data-central/data-collection-forms
2. The online data system contains forms that replicate the basic appearance of the paper Student travel Tally and Parent Survey forms to better facilitate data entry.
3. When data entry is complete, user can view and share summary reports and download their data.

Option 2. Centralized Data Entry – Users can collect their paper Travel Tallies and Parent Surveys and send them to the National Center for Safe Routes to School for free processing. For instructions on mailing your questionnaires to the National Center including completing the necessary cover sheets, please visit the “Data System Instructions” link at www.saferoutesinfo.org/data-central/data-collection-forms

If you have any questions, please contact the National Center for Safe Routes to School staff at data@saferoutesinfo.org

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES



Revised Proposal for the
CITY OF COSTA MESA

**PROFESSIONAL ENGINEERING SERVICES FOR
CITYWIDE SCHOOL ZONE TRAFFIC CALMING PROJECT**



February 10, 2014

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

December 20, 2013

To: **City of Costa Mesa**
Transportation Services Division
4th Floor City Hall
77 Fair Drive
Costa Mesa, CA 92628
Attn: David Cho, Assistant Engineer

From: **KOA Corporation**
Ben Chan, P.E., Project Manager
2141 W. Orangewood Avenue, Suite A
Orange, California 92868
Tel: (714) 573-0317
Fax: (714) 573-9534
E-mail: bchan@koacorporation.com

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FEE SCHEDULE Under Separate Cover

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

SECTION I – PROJECT UNDERSTANDING

The KOA team understands that the City of Costa Mesa is seeking a highly qualified consultant firm for engineering design and implementation of the Citywide School Zone Traffic Calming Project in the vicinity of 15 schools. This project was approved under Cycle 3 of the Federal Safe Route to School (SRTS) Program. SRTS projects are typically defined as either infrastructure or non-infrastructure. Although this project would be defined as an infrastructure project, it has non-infrastructure elements in it since it requires environmental analysis and approval. It means that the City may not proceed with the final design of a project or “Authorization to proceed with Construction” until Caltrans has signed a categorical exclusion (CE) or a finding of no significant impact (FONSI) or a record of decision (ROD). Failure to follow this requirement will make the project ineligible for Federal Highway Administration (FHWA) reimbursement. The environmental analysis and findings and the ability to complete all federal forms for approval, including “Authorization to proceed with Construction”, PS&E certification, and the subject PS&E package to the Caltrans Local Program, are the two key critical challenges for the success of this project. We understand that city staff will conduct the environmental analysis and prepare the necessary environmental documentation to satisfy Caltrans’ Local Assistance Office requirements for funding reimbursement.

Through our experience on other SRTS studies, we have learned that deterrents to walking and biking not only include traffic safety concerns, but also social-safety concerns of parents who want to protect their children from “stranger danger”. Thus, an effective SRTS program must not only address engineering issues and social concerns. The SRTS program is structured to address engineering, education, encouragement, enforcement, and evaluation. Based on our thorough review of the RFP and understanding of the project, we have assembled a balanced team with experienced and well-seasoned engineers and administrators knowledgeable in design outreach, and the approval process. This is an important project for the City in that it provides needed infrastructure improvements for pedestrians and cyclists.

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

SECTION 2 – WORK PLAN

PROJECT APPROACH

PROJECT MANAGEMENT

Our approach to providing the City of Costa Mesa with the necessary high quality level of service involves the following key elements:

- We have assigned Benjamin Chan, C.E., T.E. who is a registered civil and traffic engineer in the State of California and senior engineer of KOA as the project manager. He has over 30 years of civil and traffic engineering experience and is knowledgeable in SRTS improvement projects. He has extensive experience in managing projects, supervising personnel, and knows the team members' individual strengths. These qualities make him well-suited to manage this project effectively and efficiently. Assisting Mr. Chan will be Jim Sommers, and Chuck Stephan, P.E., L.E.E.D, who have over 75 years of combined experience.
- We believe the quality of work product is extremely important. If there should be a need for someone to intervene to ensure the quality of service and verify that appropriate resources are provided to the City, the assigned principal-in-charge, Min Zhou, P.E., will step in. She is a vice president of KOA and currently manages the company's Orange County office. She has 21 years of engineering experience and has managed professionals in both the private and public sectors. She has the capability and authority to step in and make things happen whenever needed.
- Together, the KOA project manager and principal-in-charge will make all reasonable efforts to take the appropriate measures within our means to ensure that sufficient staffing resources are available to carry out the City's project. With the assistance of experienced staff members within the company, they will oversee the QA/QC review process of work products generated by the KOA team, before they are submitted to the City.
- KOA will communicate with the City on a regular basis regarding project matters and will notify the City of any anticipated difficulties, issues, or concerns, so that there are no surprises to the City. As needed, we will meet with City staff at key milestones to discuss project status and deliverables and to resolve any project issues.
- In our design products, we will research and apply the appropriate City standards and other applicable industry standards or references, such as the Caltrans Standard Plans, the Standard Plans for Public Works Construction (Greenbook), and the FHWA and California Manual of Uniform Traffic Control Devices (MUTCD).
- We have included two Disadvantaged Business Enterprise (DBE) firms. Katherine Padilla & Associates (KPA) will provide outreach services and will be responsible for Phase II. Terry A. Hayes Associates (TAHA) will be responsible for Phase III by taking the lead on the environmental services for the project.

ADDRESS SIGNAGE & STRIPING ENHANCEMENTS NEAR SCHOOLS

We will conduct morning and afternoon field investigations of the 15 elementary schools addressed in the RFP. Our investigations occur when school sessions begin and end, to observe the prevailing speed of traffic. Based on

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

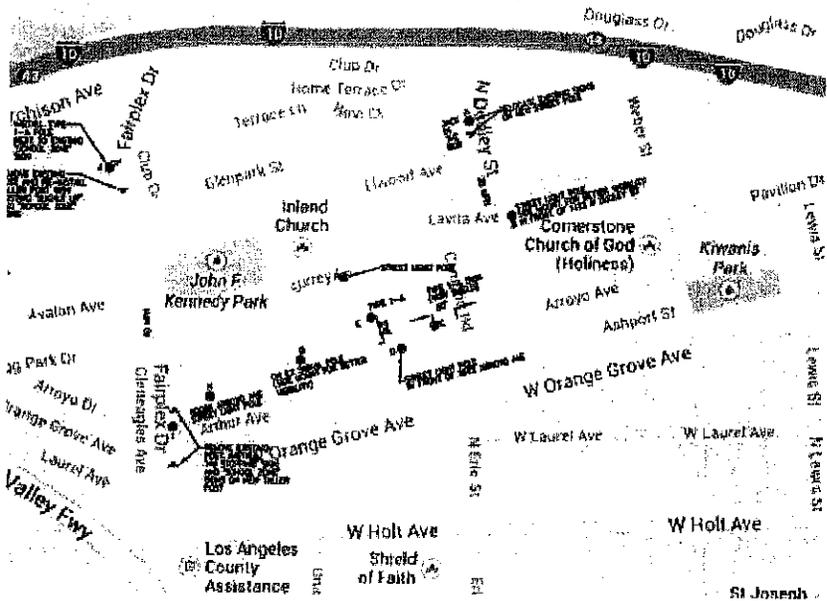
our field investigations, we will recommend additional traffic calming devices needed in the vicinity of the schools. Some of the traffic calming devices are discussed below.

COUNTDOWN PEDESTRIAN SIGNAL HEADS

There are two components of a pedestrian signal head – the housing and the signal module inside the housing. Depending on the condition the housing, it may not need to be replaced in order to provide the countdown display. KOA will field verify the list of the countdown intersections where LED pedestrian countdown heads will be replaced and also note the conditions of the individual pedestrian housing. We do not anticipate any issues relating to this task.

RADAR SPEED FEEDBACK SIGNS & SCHOOL FLASHERS

The City would like to replace the existing radar speed feedback signs and school zone flashers to incorporate intelligent technology to ensure that traffic calming applications are activated during appropriate school times when children are present and to establish communication with the Costa Mesa Traffic Operations Center. There are four major components of these types of signs – post, solar-powered unit (if equipped), LED display, and the controlling unit. We will field-investigate and note which of the components need to be replaced for each device. It is likely that the posts would be replaced at all of the locations in order to provide remote access and configuration.



For the newly installed devices, KOA will field-investigate with the vendor to locate the optimal spots to mount the new signs, based on the location, direction of the sign, and targeted school information provided in the RFP. Once we identify the spot for each device, we will overlay it on a Google map and provide information, such as distance from the cross-street, street trees and furniture, and other obstacles that might interfere with the function of the radar emitter and solar-powered unit.

BEFORE & AFTER STUDENT TALLY/PARENT SURVEYS

For this task, the KOA team will review the neighborhoods surrounding each school to identify preferred walking and bicycling routes and drop-off patterns. We will assign one KOA team member to be the primary contact and one secondary school contact for each of the targeted schools. We believe the success of this task is to engage in continued dialogue with the district administrators, local school principals, and teachers. We will draft a template letter explaining the SRTS Program, with an emphasis on the outreach process and the objective of the surveys. The letter will provide a basis to initiate conversations with school staff and parents at each school.

Proposal for the City of Costa Mesa

Professional Engineering Services for Citywide School Zone Traffic Calming Project

We will schedule walk audits at each school. The purpose of the walk audits is to identify barriers that hinder walking or biking to and from school. Additionally, it is to provide community stakeholders (parents, children, school staff, public works or traffic department staff, local engineers or planners, and law enforcement) with the information they need to effectively analyze the design and condition of the transportation network. In advance of the walking audits, KOA will review any maps identifying preferred walk and bike routes to school. Our review will involve the systematic gathering of data about environmental conditions (social, built, and natural) that affect walking and bicycling. We will focus on a school site, a corridor popular for bicycling, or an intersection that students and parents find daunting. This information will help identify areas conducive to walking and bicycling, identify areas where changes are needed, and inform regarding the solutions chosen to create change. We will prepare comments, recommend improvements, and submit these to City staff for review and comment. We will revise the list in response to City feedback and will prepare the map to be used in conjunction with the parent surveys. These audits provide an opportunity to gather feedback from the community, and to provide an educational opportunity to share information about SRTS best practices in pedestrian and bicycle safety with each group. We will contact the Costa Mesa Police Department to collect any crime data for the surrounding school sites in order to work with the schools to alert parents and school officials. We will collect the most current information on traffic collisions for the surrounding school sites. We will coordinate with schools on any information on collisions that did not warrant police involvement, such as an injury not needing medical attention or a near-miss. The information will be summarized and provided to the City officials and stakeholders for review.

COORDINATION WITH CITY STAFF FOR ENVIRONMENTAL ANALYSIS AND APPROVAL

KOA will coordinate with City staff by providing design documents and exhibits on the preparation of environmental documentation to satisfy Caltrans' Local Assistance Office requirements.

SCOPE OF SERVICES

PROJECT MANAGEMENT/ADMINISTRATION/MEETINGS

KOA will handle the overall project management responsibilities for the project, including team coordination, project monitoring, and design review and oversight. We will review the design products for conformance with appropriate City standards, policies, and procedures, including Caltrans' latest Local Assistance Procedures Manual (LAPM) and federal requirements, as applicable.

We will be responsible for the following:

- Maintain continuous communication with the City's project manager.
- Lead and attend as-needed progress meetings.
- Provide a monthly project status report.
- Ensure project delivery on schedule and within budget.

We will coordinate with the City, utility companies, and other participating agencies, as required, to discuss the project's work progress, schedule, and related issues. The goal of these meetings is to exchange information, resolve issues, and keep the project on-schedule and within budget. We will prepare meeting agendas and minutes, including an action item matrix, and distribute them to the City and other attendees/organizations, as needed.

We will provide the following deliverables:

- Meeting attendance rosters and minutes.
- Detailed project schedule.
- Monthly project reports.

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

For the project kick-off meeting, we will bring to the meeting a matrix outlining all the potential issues and project requirements known to us at the time, including those items mentioned in our Project Understanding. The goal of this meeting is to come away with an acceptable action plan for addressing these items. Other goals for this meeting include establishing lines of communication, points of contact, and a working project schedule.

In summary, it is our goal to provide the City with a high level of responsiveness, experience, and quality of service so that the City can rest assured that KOA has the City's best interests in mind.

PHASE I – PREPARATION OF SRTS PLANS, SPECIFICATIONS AND ESTIMATES

KOA will prepare SRTS Plans which includes maps, diagrams, and displays either in electronic form or hard copy for 15 schools. The design plans shall include the preparation of plans and specifications necessary to construct the project.

STEP 1 – CONDUCT A FIELD INVENTORY OF EXISTING DEVICES

We will investigate the conditions of the speed feedback signs and school flashers. We will note the conditions of the various components for each of these devices and recommend which components will need to be replaced. Pictures will be taken for record-keeping. For each newly installed sign, we will locate the optimal spot, noting any potential obstacles that might interfere with radar transmission or with sunlight to the solar-powered panel.

STEP 2 – EVALUATE EXISTING TRAFFIC CONDITIONS

A field crew of two individuals will be sent to each project site to verify, traffic control devices, physical constraints, potential overhead/surface/substructure conflicts or obstructions, and constructability factors.

STEP 3 – UTILITY COORDINATION

KOA will identify and coordinate with the affected utility companies for each newly installed device within each project site. We will coordinate with adjacent agencies, as necessary. Our coordination efforts with the utility companies will include the following:

- Prepare an initial request for utility information.
- Coordinate with utility companies for any new utility connections that would affect the installation of the posts for the newly installed device.
- Maintain a utility contact log.

STEP 4 – SRTS PLAN PREPARATION

KOA will prepare design plans for the installation of traffic calming devices and signing and striping plans on standard 24" x 36" Mylar. The final plans will be fully detailed for advertisement and construction. Design plans shall include installation details for radar speed feedback signs, school flashers, and pedestrian countdown heads. Signing and striping plans shall be developed as directed by the City.

Prepare a final report that shows the number and percentage of students walking and bicycling to school prior and following the outreach efforts under this SRTS program. The report will show a side-by-side comparison of the results of the outreach program.

STEP 5 – PREPARATION OF CONSTRUCTION DOCUMENTS (PLANS)

KOA will prepare and submit plans, specifications, and quantity takeoff estimates at the 75% and 100% (Mylar) levels of completion. We will address City's comments that are provided on the 75% plan submittals. It is understood that the City's expectations for the 100% plans will be complete plans ready for final plan approvals, and that we will have included or addressed comments and input from all stakeholders.

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We will prepare plans that conform to applicable City and Caltrans standard plans and CADD standards and will prepare plans using AutoCAD. Our plans will be signed by a registered civil and/or traffic engineer, as appropriate.

For the City's SRTS project, we anticipate preparing the following improvement plans. The total number, scale, and exact type of plan sheet will be determined after or during the kick-off meeting:

- Title Sheet/Typical Sections/General Notes – The project title sheet will include a sheet index, typical sections, general notes, abbreviations, and a master list of construction notes. We will include a key map of the proposed improvement locations on the title sheet.
- Signing and Striping Plans – Signing and striping plans will be prepared for the crosswalk improvements, including flashing stop signs and stop bars. The signing and striping plan will be prepared at a scale of 1"=40' or in sufficient clarity for showing the signing and striping installation or modification. The base plan will show centerlines, relevant existing pavement delineations, markings, and roadside signs. Any proposed pavement delineations, markings and roadside signs will be shown with the required transition for the proposed pavement delineation to join with existing pavement delineations on the intersection approaches and departures.
- Traffic Calming Devices – Design plans will be prepared at a scale of 1"=40' for the installation of the newly installed and replaced traffic calming devices. The plans will include, in detail, the components to be replaced for the existing devices. The plan will also show the necessary equipment and wiring and all other necessary information to operate a fully functional device.

STEP 6 – COST ESTIMATES

KOA will prepare detailed quantity takeoff estimates and will calculate an estimate of probable construction costs by utilizing available recent cost data. The estimated final construction cost will be compared to the City's established project budget.

We will provide the following deliverables:

- Quantity calculation back-up data and cost estimates at the 75% and 100% plan submittal stages.
- Electronic files of the 75% and 100% level cost estimates in Microsoft Excel format.

When determining estimates of probable construction costs, one of the key factors is the assumed unit prices for each bid item. We usually rely on recent bid price histories to determine an appropriate unit price. We will take into consideration the relative quantities of each bid item to decide upon appropriate unit prices. If there is a lack of adequate bid price history for a particular bid item that may have a significant impact on the overall project cost, we will research or contact a vendor to get an appropriate cost estimate.

STEP 7 - SPECIFICATIONS

KOA will prepare technical special provisions in accordance with City requirements for bidding. We will use the standard specifications provided by the City, and then tailor the specifications to fit the proposed scope of work for the SRTS project. We will prepare special provisions in compliance with the applicable Caltrans provisions and latest Greenbook format.

When preparing the special provisions for the project, we will confer with the City on the appropriate standard specifications to be applied to the project. Assuming the City predominantly follows the Greenbook format, we will tailor the technical special provisions to follow the format and section numbering sequence in accordance with the Greenbook. For specific improvements where there is a preference to use the Caltrans specifications or

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a non-standard provision, we will clearly identify which improvements will deviate from the Greenbook specifications and instead follow the Caltrans or non-standard/customized specifications.

STEP 8 – CONSTRUCTION SUPPORT

During the construction bid phase of the project, KOA will advise the City of appropriate responses to the bidder's technical questions. When necessary, we will prepare plans, specifications, and quantity estimates to be issued as an addendum to the bid documents. It is understood that KOA shall attend the pre-construction meeting and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design.

Where addenda are required and the associated improvements are due to scope changes, are outside of our defined design scope of services, or are due to circumstances that could not have been reasonably foreseen, the preparation of the addenda may be considered out of scope and may require additional budget to prepare. Otherwise, if the needed addenda are due to our errors or omissions that could have been reasonably avoided, we will prepare them at no additional cost to the City.

Our goal is to make sure that our design package is complete before being advertised for bidding, so that addenda can be entirely avoided. If possible, we will notify the City of additional plans and specifications that may be necessary during the design phase to ensure that a complete design package can be provided.

STEP 9 – ENVIRONMENTAL COORDINATION

KOA will coordinate with City staff on its preparation of the environmental documentation to satisfy the project requirements for funding reimbursement. KOA will provide all necessary design plans and advise City staff of appropriate design parameters to be used for the preparation of the environmental document.

PHASE II – BEFORE AND AFTER STUDENT TALLY/PARENT SURVEYS

This phase will include conducting evaluations at each targeted school in accordance with Caltrans Local Assistance SRTS guidelines. Student Travel rallies and Parent Surveys will be conducted and summarized prior to and after implementing the project.

The walk audits data collected will be incorporated into a presentation for meetings with school administrators, crossing guards, PTA/PTO representatives, and teachers to discuss traffic safety concerns for pedestrians, bicyclists, and drop-off and pick-up areas. Discussions will include information on traffic patterns, infrastructure challenges, and any other school traffic environment concerns. Parent Surveys and Student Tally Forms will be presented at the meetings to discuss the implementation, collection and evaluation process.

The KOA team will coordinate with Newport Mesa Unified School District to ensure that students and parents at 15 designated schools that are involved in the SRTS project to complete their Parent Surveys and Student Tally Forms. We have a strong background in working with districts, principals, teachers, staff, students, and parents. We assume that the District Administration would first notify principals that this study is underway and encourage their participation and support. At the discretion of the principal, KOA team members shall attend staff meetings at each school to explain the study to teachers and classroom staff who would be responsible for making their students SRTS Student Ambassadors, who must in turn encourage their parents to complete the Parent Survey, which the students will take home for parents to complete. The KOA team can check with the District, but it may be unlikely that students will receive extra credit. We may instead be allowed to design a specially-created Student Ambassadors sticker as a reward for a completed and returned Parent Survey.

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The KOA team shall attend a regularly-scheduled parent group meeting at each school to explain the study and its importance, in Spanish or English. The purpose of attending the parent group meeting is three-fold: (1) to create Parent SRTS Ambassadors who can follow-up and encourage other parents to complete the study, (2) recruit volunteers who can complete the Student Tally Form, and (3) to discuss traffic safety concerns for pedestrians, bicyclists, and drop-off and pick-up areas. Discussions will include information on emergency routes and traffic patterns, infrastructure challenges, and any other school traffic environment concerns. In order to be cost-effective, we will coordinate attendance at staff meetings and parent groups on the same day if possible, or on the day of a school event, an open house or science fair, so we can attend to explain the study and to encourage parents to complete the survey before they leave the event. It is important at each site to have Ambassadors who understand and support the SRTS improvements and who can provide valuable input for refinement. We will place follow-up phone calls and send emails to teachers and parents to monitor the status of the completion of Parent Surveys and Student Tally Forms. We will report to the team the status of completion rates of the Student Tally Forms and Parent Surveys. At the same time, we will update the Walk and Bike Routes to School map for each school, based on parents and local school administrator input. The Local SRTS facilitator may be particularly interested in this information contained in the maps because it can be used to help identify issues that need to be addressed to improve their SRTS activities. Information from parents might identify unexpected opportunities to increase walking and biking to school.

The After surveys will solicit parent inputs to see the effectiveness of the improvements made to each school.

It is understood that we coordinate closely with the Newport Mesa Unified School District and each targeted school for completing all surveys. The survey data will be submitted to the National Center for Safe Route to School for processing. Based on the survey results, KOA will identify and determine how to improve opportunities for children to walk or bike to school and will measure parental attitude changes. We understand that the scope of this phase will include:

- Meeting with principal and attendance at staff meeting of each school (15).
- Meeting with parent group at each school
- Follow up phone calls and emails to teachers and parents to monitor status of completion of Parent Surveys and Student Tally Forms
- Report of completion rates to the team

KOA shall summarize the findings of the survey with recommendations and submit copies of all survey forms, materials, correspondence, and related documents to City.

PHASE III - FEDERAL APPROVAL FOR CONSTRUCTION

KOA will submit the final plans with construction bid package to Caltrans. Final PS&E, in accordance with Caltrans requirements are needed for submittal. KOA be responsible for preparing all federal forms, including the Request for Authorization to Proceed with Construction and PS&E Certification to Caltrans Local Programs. KOA will efficiently address all project components as required to obtain State and Federal E-76 Certification.

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QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES

KOA has a reputation for producing high quality work products. We have repeat clients in both the public and private sectors who appreciate the quality of our work and the services that we provide. This is reflected in letters of recommendation and referrals received from clients and public agencies.

We do not believe in taking shortcuts that would compromise quality. For infrastructure design projects, we strongly believe it is essential to do the proper research and thorough field review to accurately depict the existing conditions on our base plans, which ultimately lead to good designs. We routinely subject our work products to an internal quality assurance/quality control (QA/QC) process to ensure the quality of our work before submitting them to our clients or to public agencies for review and approval.

We are committed to generating quality work products and strive to producing error-free plans. We have staff experienced in transportation planning, traffic engineering, and civil engineering design. We are particularly strong in producing high-quality improvement plans.

For example, our QA/QC process involves having plans go through a minimum of two stages of internal review before allowing plans to be submitted to an agency for plan review and approval. The first stage of internal review involves a peer review by an experienced design engineer. The second stage of internal review involves another round of reviews by one or more senior-level registered engineers.

Each reviewer confirms that plans reflect the appropriate improvement scope and conform to the approving agency's design standards and plan format. The reviewers verify that all plan check comments have been properly addressed on any plan revisions we prepare. This approach has led to a high-level of quality in our engineering plans. We believe our firm is establishing a strong reputation with a number of agencies for producing high-quality work products.

WHY SELECT KOA?

KOA will provide no less than these five important attributes:

EXPERIENCE & LOCAL PRESENCE

KOA has been providing quality service to our clients since 1987. Our overall team is qualified and highly capable of handling the City's project. Furthermore, our firm has a strong local presence in Southern California and has provided traffic engineering services to public and private sector clients throughout the region. KOA has staff members with prior experience as municipal/government employees and with providing on-call transportation planning and traffic and civil engineering services for numerous cities in Southern California.

QUALITY OF WORK

As previously stated, KOA has a reputation for producing high-quality work products. We have numerous repeat clients in both the public and private sectors who appreciate the quality of work and services that we provide. We have letters of recommendation from clients and we have received client referrals from public agencies that have reviewed and approved our work and recognize the quality of our work products. We do not believe in taking shortcuts that would compromise quality. For infrastructure design projects, we strongly believe it is essential to do the proper research and thorough field reviews to accurately depict the existing conditions on our base plans, which ultimately lead to good designs. We routinely subject our work products to an internal quality

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assurance/quality control process to ensure the quality of our work before submitting them to our clients or to public agencies for review and approval.

RESPONSIBILITY OF DUTIES

The culture within KOA demands that all staff members take responsibility for their assignments and the work and service we provide to our clients. We take pride in the strong reputation we have established in Southern California over the past 20 years.

RESPONSIVENESS TO CLIENT

KOA strives to be highly responsive to our clients' project needs. You will find us pleasant and easy to work with. We listen carefully to our client's needs and tailor our work scope, staffing resources, and priorities in order to satisfy the client's expectations as best as we can. We keep our clients informed on project status and project issues. We respond promptly to client's inquiries and requests. We know that it is important to provide the clients with timely information when needed because we understand that they, in turn, usually need to respond to managers/supervisors, administration, commissioners, the city council, the public, and/or other stakeholders.

VALUE

Through a combination of all of the above-described attributes, KOA provides excellent value to our clients. With our experience and local presence, not only are we in close proximity to the City's offices and can meet with the City when needed, we are familiar with many local jurisdictions' design standards, requirements, and plan formats. This familiarity will enable us to prepare plans that may need to be approved by other jurisdictions, such as at intersections shared by two or more jurisdictions. When possible, we have helped our clients save on project costs by recommending alternative improvements or by finding efficiencies that may potentially reduce construction costs, which may consume 80 to 90 percent of many project budgets. We provide value to our clients through the quality of our work, which can minimize the number of plan revisions and re-submittals, thereby avoiding project delays, and reducing the potential for change orders during construction. Finally, we provide excellent value by not only being responsive to our clients and meeting or exceeding their expectations, but by being responsible for the work and services we provide.

The KOA team is ready to serve the City of Costa Mesa.

SECTION 3 – SCHEDULE

On the following page is a preliminary project schedule based on an anticipated mid- April notice to proceed and a 90-day design goal. However, we are flexible and will work with the City to develop a mutually agreeable project schedule. We have the ability to complete projects with highly aggressive timelines. Given the project scope and completion deadlines, we can quickly mobilize and assign more resources as needed. We would like the City to rest assured that we are fully capable of completing all required tasks on-schedule with the utmost quality.

Proposed Schedule for Professional Engineering Services for Citywide School Zone Traffic Calming Project

ID	Task Name	April		May				June				July				August				September				October				November				December				January													
		3/9	3/26	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	5/31	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18		
1	Phase 1 - Preparation of SRTS Plans, Specifications and Estimates	[Gantt bar spanning from 3/9 to 8/24]																																															
2	Conduct a field inventory of existing devices	[Gantt bar spanning from 3/9 to 4/27]																																															
3	Evaluate existing traffic conditions	[Gantt bar spanning from 3/9 to 4/27]																																															
4	Utility coordination	[Gantt bar spanning from 3/9 to 4/27]																																															
5	SRTS plan preparation	[Gantt bar spanning from 3/9 to 4/27]																																															
6	Preparation of construction documents (plans)	[Gantt bar spanning from 4/27 to 7/20]																																															
7	Cost estimates	[Gantt bar spanning from 4/27 to 7/20]																																															
13	Specifications	[Gantt bar spanning from 4/27 to 7/20]																																															
14	Construction support	[Gantt bar spanning from 4/27 to 7/20]																																															
15	Phase 2 - Before and After student tally / parent surveys	[Gantt bar spanning from 3/9 to 12/21]																																															
16	Meeting with Principal and attendance at staff meeting of each school (15)	[Gantt bar spanning from 3/9 to 4/27]																																															
19	Meeting with Parent Group at each School	[Gantt bar spanning from 3/9 to 4/27]																																															
22	Follow up phone calls and emails to teachers and parents to monitor status of completion of Parent Surveys and Student Tally Forms	[Gantt bar spanning from 4/27 to 7/20]																																															
25	Survey Submittals	[Gantt bar spanning from 4/27 to 7/20]																																															
28	Report of Completion Rates of Team	[Gantt bar spanning from 4/27 to 7/20]																																															
31	Phase 3 - Federal Approval for Construction & Construction Support	[Gantt bar spanning from 3/9 to 8/24]																																															
32	Begin Coordination with Caltrans	[Gantt bar spanning from 3/9 to 8/24]																																															
33	Submit final roadway plans along with construction bid package for Caltrans	[Gantt bar spanning from 4/27 to 7/20]																																															
34	Submit final plans, specifications and estimates (PS&E) in accordance with Caltrans requirements	[Gantt bar spanning from 4/27 to 7/20]																																															
35	Submit all Federal forms including Request for Authorization to proceed with construction and PS&E certification	[Gantt bar spanning from 4/27 to 7/20]																																															
36	Obtain State and Federal E-76 certification	[Gantt bar spanning from 4/27 to 7/20]																																															

Project: Revised M883137_Project
Date: Mon 2/10/14

Task [Gantt bar] Milestone [Gantt bar] Summary [Gantt bar] Beginning of Caltrans Coordination [Gantt bar]

Note: Project Management meetings will be held twice a month with City Staff to discuss the various design elements.



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Professional Engineering Services for Citywide School Zone Traffic Calming Project

SECTION 4 – ORGANIZATION CHART & STAFFING PLAN

4.1. ORGANIZATION CHART/STAFFING PLAN

The organization chart below graphically illustrates the roles of our proposed team members who are highly qualified to assist the City of Costa Mesa on this project. The professionals proposed for this project have been identified for their ability to meet anticipated project needs in a timely and thorough manner.



4.2. RESUMES

The proposed project manager will be Benjamin Chan, C.E., T.E., who is well-acquainted with City staff and procedures from past assignments. His detailed resume is provided below. As a vice president of KOA Corporation, Ms. Min Zhou is authorized negotiate any contracts between KOA and the City. Detailed resumes are provided for key personnel only.

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BENJAMIN CHAN, C.E., T.E.
Project Manager

Professional Experience

Mr. Chan has 33 years of experience in the fields of parking management, long-term planning, signal design and systems, and traffic control management. In addition, he has funding application experience with both Los Angeles County Metro and OCTA.

Prior to joining KOA, Mr. Chan managed the City of Los Angeles' Automated Traffic Surveillance and Control (ATSAC) Center's daily operations, which included providing emergency and special event support to the Los Angeles Fire and Police Departments. He managed timing operations of approximately 4,400 signalized intersections, and conducted signal studies and signal progression projects. Mr. Chan was also responsible for implementation and integration of new signals, CCTVs, and Changeable Message Signs (CMS) into the core system. He was responsible for testing and evaluating ITS-related tools to improve traffic flows along major arterials throughout the City. He coordinated and integrated existing and future system interconnects into the ATSAC System, within the City and with other agencies. The Los Angeles Times Magazine profiled Mr. Chan in March 2008 as a "Person of Influence", whose job affects the daily commutes of Angelenos.

Mr. Chan's professional accomplishments include being appointed to a three-month position as the Interim Division Head at the City of Los Angeles Department of Transportation, which required having a management analyst background and experience. He also developed a supplemental crossing guard warrant for the Bureau of Parking Enforcement to justify additional deployments of guards at crossings near schools. In 1995, as a representative of the City of Los Angeles, he was appointed to the Technical Advisory Committee for the Alameda Transportation Corridor Authority.

Project Experience

City of Costa Mesa On-Call Traffic Signal Services, Costa Mesa, CA – Contract Project Manager

Mr. Chan provided traffic engineering on-call services to the City of Costa Mesa. He assisted the City with the preparation of the OCTA Project P Signal Synchronization Call for Project applications. Mr. Chan also assisted with the review of the signal synchronization project for the Fairview corridor.

City of Glendora On-Call Traffic Engineering Services, Glendora, CA – Contract Project Manager

Mr. Chan is the project manager providing support and services in the area of traffic engineering to the City of Glendora. Two recent tasks included a comprehensive analysis to determine whether appropriate warning signs and reduction of speed in proximity to a senior housing was warranted and a signal warrant analysis on a lightly traveled secondary highway adjacent to a middle school.

City of Glendale On-Call Transportation and Traffic Engineering Services, Glendale, CA – KOA Project Manager

KOA is providing as-needed services in the areas of Traffic Engineering and Transportation Planning Services to the City of Glendale. Depending on the task order, KOA either serves as an extension to City staff commenting on traffic impact studies submitted by other consultants for development projects within the City or provides



Education

M.S., Civil Engineering (Emphasis on Transportation), California Polytechnic University, Pomona
B.S., Civil Engineering, University of Manitoba, Winnipeg, Canada

Registrations

Prof. Engineer (Traffic), CA #2581
Prof. Engineer (Civil), CA #37957

Affiliations

Institute of Transportation Engineers

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design of site access points; off-site traffic improvements; on-site parking layouts; on-site delivery truck loading zones; on-site circulation including vehicle, delivery truck and pedestrian routes; and traffic signal, striping and/or other traffic engineering services.

City of West Hollywood On-Call Traffic Engineering Services, West Hollywood, CA – Senior Engineer

Mr. Chan assisted the City in numerous traffic engineering projects and services, which included signal timing optimization and implementation at 3 major corridors, comprising over 36 intersections and the preparation and update of pedestrian clearance time, conforming to the latest MUTCD standard. Mr. Chan also reviewed existing intersection operations and made appropriate recommendations for sharing pedestrian crossing times with parallel through and non-conflict left turn movements. He prepared the City's traffic design guidelines and checklists and recommended signal system upgrade tasks for the City, including advanced loop detectors, emergency vehicle preemption devices, and a bus priority system. He recently completed a transit priority project on Santa Monica Boulevard.

City of Diamond Bar On-Call Traffic Engineering Services, Diamond Bar, CA – Contract Engineer

Mr. Chan provided traffic engineering services for the City of Diamond Bar which included the following troubleshooting the City's interconnect issues which were causing signals to drop off-line from the City's Traffic Management System and advising the City's engineering staff on how to respond to emergency issues, and matters relating to signing and striping, traffic signal design, traffic evaluation studies, compliance to the latest applicable rules and standards, and ITS related designs and upgrades. Mr. Chan helped provide basic traffic signal and timing training to City's engineering staff. He provided citywide signal timing monitoring, including assisting City staff on responding to residents' request for timing checks. He assisted the City's engineering staff on gathering information for a City Council Session presentation called "The City's ITS Network". He provided traffic responsive timing along the major corridors in the City.

City of Los Angeles East Valley District Office Section, Los Angeles, CA – Transportation Engineering Associate

Mr. Chan handled traffic and parking investigations in the eastern half of the San Fernando Valley, which within the City of Los Angeles has a population of at least 700,000. He addressed all traffic operation requests, which consisted of evaluating signalization problems, replacing regulatory and warning signs, posting new regulatory and warning signs, and installing new curb zones. In regards to parking, he handled requests for new or modifications to curb zones such as valet parking, commercial and passenger loading zones, short-term parking, temporary parking restrictions, no stopping zones, peak hour parking prohibitions, and initial requests for preferential permit parking. He also prepared work site traffic plans for infrastructure projects.

City of Los Angeles Operation Bottleneck Relief Program, Los Angeles, CA – Project Manager

Mr. Chan managed and supervised staff to identify the most congested signalized intersections in the City of Los Angeles, for the purpose of immediately providing traffic congestion relief. Over 200 intersections were identified within the City. Immediate remedial measures, if warranted, such as signal timing changes or striping of additional lanes were proposed. In many cases, only remedial measure might be to widen the street within the existing street right-of-way. In more extreme cases, street widening might require the acquisition of adjacent property.

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MIN ZHOU, P.E.
Principal-in-Charge
QA/QC Manager

Professional Experience

Ms. Zhou has 21 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Ms. Zhou has managed several large-scale projects involving multiple stake holder groups and has a reputation of delivering projects on-time and under budget.

Project Experience

Design a Safety Program for Safe Route to School Non-Infrastructure Project, Santa Clarita, CA – KOA Project Manager

Santa Clarita's Citywide Safe Routes to School Program includes education, encouragement, enforcement and engineering components. Serving as a sub-consultant to Alta Planning & Design, Ms. Zhou led the task of school walk audit to identify and determine problems, conducted field inventory, school site vehicle, pedestrian, and bicycle counts, and provided preliminary engineering design and cost estimate.

Montanoso Drive Traffic Calming Evaluation, Mission Viejo, CA – Task Manager

KOA conducted an evaluation of traffic calming measures implemented along Montanoso Drive. The limits of the study were Montanoso Drive from Oso Parkway to Estanciero Drive. The study reviewed the effectiveness of recently completed traffic calming measures that included chokers curb extensions, median islands, textured crosswalks, and other features. KOA reviewed and summarized the "before improvements" and "after improvements" data graphically and in tabular format to show where measurable changes in traffic behavior occurred after implementation of the improvements. KOA conducted a neighborhood evaluation workshop to present the results of the study findings and to obtain resident feedback regarding the effectiveness of the measures, the need for additional improvements, and an overall evaluation of the project.

Vista Street and 2nd Street Bike Boulevard Feasibility Study and PS&E Design, Long Beach, CA – Task Leader

This project is to study the alternatives of a bike boulevard assignment and design the Bike Boulevard to promote bike ridership as well as to calm traffic in the residential area. The study also recommended roundabout design, curb extension (diverters), signing, striping, and signal design. As part of the overall design, an FHWA-approved temporary demonstration for bike facilities was implemented and installed.

Long Beach Pine Avenue Streetscape Project, Long Beach, CA – Project Manager

Ms. Zhou provided improvement plans for a segment of Pine Avenue in downtown Long Beach. The project improved sidewalks and pedestrian crossings with a better walking environment within the retail and restaurant district. The objectives for this project were to increase pedestrian commuting, accessibility, and pedestrian safety. Intersection bulb-out, curb extension, redesign of the on-street parking, sidewalk widening, and pedestrian and palm tree lighting, along with other landscape amenities, were considered for the project.



Education

M.S., Civil Engineering, Michigan State University, E. Lansing
M.S., Urban Planning, School of Architecture, Tsinghua University, Beijing, China
B.S., Urban Planning, School of Architecture, Tongji University, Shanghai, China

Registrations

Prof. Engineer (Civil), CA #66448

Affiliations

Women's Transportation Seminar International Chinese Transportation Professional Association
Institute of Transportation Engineers

Proposal for the City of Costa Mesa

Professional Engineering Services for Citywide School Zone Traffic Calming Project

JIM SOMMERS

Phase I Engineering Design PS&E Task Leader

Professional Experience

Mr. Sommers is a senior designer for KOA and has been in traffic operations design for over 45 years. He is one of the most well-known traffic signal designers in Southern California. He has been involved with nearly 50 agencies and has designed over 2,600 individual traffic signals and several multi-site systems. His recent projects have involved street lighting design; traffic engineering design for freeway capacity improvements such as ramp access signals; ramp meter signals; signing and striping; soffit lighting; and trunk line communications installations. He has also been in responsible charge of various safety studies, traffic impact studies, plan checking, and presentations.

Project Experience

On-Call Traffic Engineering Design Services, Anaheim, CA – Contract Designer

For over 25 years, Mr. Sommers' services and products have included signal modification plans, plan checking, project planning, fiber-optic communications plans, CCTV surveillance, and special signing for freeway bypass routing. Work prepared and/or managed by Mr. Sommers involving street widening, median improvements, signal modification, interconnect rerouting, construction area traffic control plans, and signing and striping plans are listed below.

- Brookhurst St. ITS Improvements
- La Palma Ave. ITS Signal Improvement Project
- Magnolia Ave. ITS Signal Improvement Project
- Weir Canyon SR2S Design and Procurement
- Riverdale Ave. SR2S Design and Procurement
- State College Blvd. "Smart Street" Study & Median Improvements
- State College Blvd. Improvements
- Santa Ana Canyon Rd./Mohler Dr. Signal Modification Design
- Lincoln Avenue & State College Blvd. Improvements
- Katella Ave. Developer Mitigation Projects
- Katella Ave. Improvements
- La Palma Ave. Improvements
- Euclid Ave. Street Widening

Daisy Avenue Corridor Bicycle Boulevard PS&E Design, Long Beach, California (2012-Ongoing)

Traffic Design Manager. KOA is in the process of developing a 10-mile bike facility along Daisy corridor in the City of Long Beach, which includes both Class II and Class III bike lanes along with other innovative solutions. An SR2S grant obtained by KOA was used for this project, due to an SR2S element of the proposed corridor, which will be able to serve 2,000 students and five congressional districts throughout the area. Treatments such as roundabout, traffic circle, traffic signal, bicycle detector, and other greenway improvements were provided at the concept design stage of the project. Mr. Sommers managed the signal design and reviewed the striping plans.

CCTV Improvements and Design, Costa Mesa, CA – Project Designer

Mr. Sommers prepared designs of four CCTV improvement plans. The services included: field surveying; design layout; compatible software and hardware with the head end equipment; and drafting and development of the plans. A separate communications plan was developed for new fiber optic cable installation on Anton Boulevard from Bristol Street to Experian Way. This project was an expansion to a network of 16 existing analog, point-to-point CCTV cameras that were interconnected through a Vicon video switch and controlled by Cohu NETCams software. The video images were sent back to the City's Traffic Operations Center.



Education

Certificate, Transportation
Systems Management, U.C.
Irvine

B.A., Geography, California State
University, Fullerton, CA

Affiliations

Institute of Transportation
Engineers, Life Member
Orange County Traffic Engineering
Council, Past Chairman

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

CHUCK STEPHAN, P.E., LEED AP
Phase 3 Federal Approval for Construction & Construction Support Task Leader



Education
 B.S., Agricultural Engineering,
 California Polytechnic State
 University, San Luis Obispo

Registrations
 Prof. Engineer (Civil), CA #50481
 LEED® Accredited Professional

Affiliations
 American Public Works
 Association
 American Society of Civil
 Engineers

Professional Experience

Mr. Stephan has 31 years of experience in civil engineering design and project management for many municipalities and private firms. He has diverse experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines. He provides staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills. Mr. Stephan manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests. His specialties include: 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.

Project Experience

City of La Habra Engineering Services, La Habra, CA – Program/Project/Construction Manager, Designer

Mr. Stephan provided engineering services for the management, design, and construction of various public works capital improvement projects and studies. Projects included:

- Annual pavement rehabilitation projects
- Annual water main replacement projects
- Arterial rehabilitation with federal-aid funding
- Intersection improvements with federal-aid funding
- Pedestrian facilities with SR2S funding
- Federal-aid reimbursements
- Alley reconstruction with CDBG funding
- Plan checking
- Bid Assistance
- Park facility ADA improvements, athletic fields, survey staking
- Storm drain improvements

City of Torrance Engineering Services, Torrance, CA – Interim Project Manager

Mr. Stephan provided engineering services for the management, design, and construction of various public works capital improvement projects and studies. Projects included:

- Annual pavement rehabilitation projects
- Annual water main replacement projects
- Arterial rehab. projects with federal-aid funding
- Street widening & intersection improvements with federal-aid funding
- Pedestrian facilities
- Plan checking
- Bid Assistance
- Federal-aid reimbursements
- Storm drain improvements

190th Street Reconstruction Project, Torrance, CA – Project Manager

Mr. Stephan guided the design and construction of this federally funded \$4.5 million project in accordance with Caltrans Local Programs Procedures, including pavement rehabilitation marking and striping, median landscaping, sidewalk widening, signage, and water improvements.

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

THELMA HERRERA

Phase 2 Before & After Student Tally/Parent Surveys Task Leader



Education

B.A., Industrial Arts (Graphic Design Emphasis), San Francisco State University
A.A., Administrative Assistant, City College of San Francisco

Professional Experience

Since 2004, as a Community Outreach Specialist, Ms. Herrera has served as a project manager and senior associate on a wide range of KPA projects. She has the ability to synthesize highly technical concepts involving transportation planning, environmental review, engineering and design, and can communicate them easily to people from all walks of life in either Spanish or English. She also is a highly gifted graphic artist who is known for her creative graphics that she has developed for Metro projects and Port of LA project to illustrate public process involvement opportunities that are congruent with technical project milestones. As a designer, Ms. Herrera has been instrumental in effectively branding projects in a positive way by developing memorable images for Metro and other public sector projects.

Project Experience

Metro Gold Line Eastside Stations Access Project, Los Angeles County, CA – Outreach Specialist

Ms. Herrera served as a key member of the outreach team, providing presentations, interacting with community stakeholders, and providing graphic design of project communications (i.e. meeting flyers, banners, posters, and support for Community Advisory Committee and community meetings).

Traffic Calming Study for Union Pacific Neighborhood, Los Angeles County, CA – KPA Project Manager

Ms. Herrera served as the project manager, interacted with community stakeholders, facilitated community meetings, and engaged the public.

Metro East San Fernando Valley Transit Study, Los Angeles, CA – Outreach Specialist

As a subconsultant to KOA, Ms. Herrera served as a member of the outreach team. She interacted with and engaged the public, staffed community meetings, and provided the graphic design and translation of materials.

SCAG Pacific Electric Right of Way/West Santa Ana Branch Corridor Study, Los Angeles and Orange Counties, CA – Outreach Specialist

Ms. Herrera provided community outreach as a member of the outreach team and support for public workshops. Since the right-of-way for the corridor is owned by OCTA in the Orange County section and Los Angeles Metro in the Los Angeles County section, the project involved coordination with both agencies.

Metro SR-710 Conversations Project – Los Angeles County, CA – Outreach Specialist

Ms. Herrera served as a member of the outreach team and created graphics for branding.

Caltrans Geotechnical Tunnel Study, Los Angeles County, CA – Outreach Specialist

Ms. Herrera served as a member of the outreach team, provided community engagement, made presentations to the public, conducted field visits to explain geotechnical borings, and supported community meetings.

LAC+USC Medical Center Master Plan, Los Angeles County, CA. KPA is the outreach firm leading public information and engagement. Ms. Herrera is responsible for community engagement, providing community presentations, and community meeting support, design of presentation materials, and translation of all materials.

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

KOA SUPPORT STAFF

MARK BELTRAN, P.E.
Phase I Engineering Design PS&E
Phase 3 Federal Approval for Construction & Construction Support

Professional Experience
Mr. Mark Beltran is an Assistant Engineer with KOA and has been in the traffic engineering field for over six years. Mr. Beltran has experience in AutoCAD software for development of signing and striping design plans, traffic signal design plans, street lighting plans, and street/sidewalk improvement plans.



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

Registrations
Prof. Engineer (Civil), CA #81324

THAO LE, EIT
Phase I Engineering Design PS&E

Professional Experience
Ms. Le has seven years of transportation engineering experience with both private consultant companies and public agencies. She is knowledgeable in traffic analysis, drafting, traffic control plans, mapping, and GIS. She is familiar with ArcGIS, AutoCAD, TRAFFIX, SYNCHRO, and MicroStation software.



Education
B.S., Civil Engineering, California State Polytechnic University, Pomona

Registrations
Engineer-in-Training #133504

FRANK BARRERA
Phase 2 Before & After Student Tally/Parent Surveys

Professional Experience
Mr. Barrera has over eight years of experience in the transportation planning field and has assisted in the preparation of traffic impact and circulation studies for public and private developments throughout Southern California. He is one of KOA's leading GIS specialists. He provides graphics for many of the studies undertaken by the firm. He is proficient in the use of intersection capacity software and various graphics programs.



Education
Bachelor of Planning, California State University, Fullerton

TOM HUANG, P.E.
Phase I Coordination with City Staff on Environmental Analysis & Approval

Professional Experience
Mr. Huang has worked professionally in transportation planning and traffic engineering since 1995. He has extensive experience in transportation planning including traffic impact analysis, circulation and access planning, parking demand analysis, and site access evaluation. He has worked on a variety of traffic engineering designs including traffic signal plans, signing and striping plans and traffic control plans. Mr. Huang's experience with neighborhood traffic control has included elementary school parking lot redesign, on-street parking striping plans, roundabout design, and numerous neighborhood street impact assessments that focus on pedestrian safety issues. Mr. Huang has worked cooperatively with Caltrans in conducting traffic impact analysis in support of project study reports for freeway interchange improvements.



Education
B.S., Civil Engineering, California State Polytechnic University, Pomona

Registrations
Prof. Engineer (Traffic), CA #2575

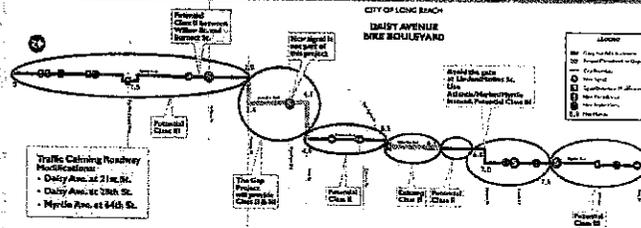
SECTION 5 – SIMILAR PROJECTS



Daisy Avenue Corridor Bicycle Boulevard PS&E Design
Long Beach, CA

2012-Ongoing

KOA is in the process of developing a 10-mile bike facility along Daisy corridor in the City of Long Beach, which includes both Class II and Class III bike lanes along with other innovative solutions. KOA manages more than four subconsultants for this project due to SBE requirements. A grant obtained via an SR2S application assignment was used for this project, due to an SR2S element of the proposed corridor, which will be able to serve 2,000 students and five congressional districts throughout the area. Treatments such as roundabout, traffic circle, traffic signal, bicycle detector, and other greenway improvements were provided at the concept design stage of the project. Contract Amount: \$418,000

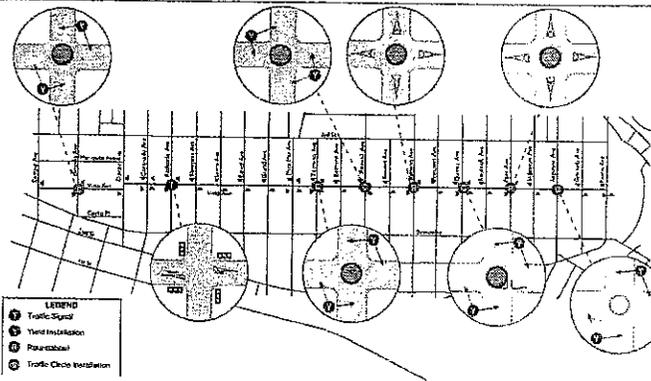


REFERENCE:
City of Long Beach
Steve Tweed
Transportation Planner
(562) 570-6266
Steve.Tweed@longbeach.gov

Vista Street Bicycle Boulevard Feasibility Study and PS&E Design
Long Beach, CA

2009-2010

KOA wrote the grant, performed the feasibility study and designed the 1.25-mile long bicycle boulevard. The bike boulevard is located along Vista Street, an upscale, low-volume residential street a mile from downtown Long Beach. Bike boulevards are an important facility that serves bicycle riders at all age and experience levels. The project provides safe routes to school and includes two roundabouts, six traffic circles, a bicycle signal at the busy cross street of Redondo Avenue with restricted vehicular movements and wayfinding. These traffic calming measures, designed for low-volume streets, are aimed to lower vehicle speeds and discourage through traffic. The project has become a model for other pending bicycle boulevard projects. There are several valuable lessons that we have learned from this project. These landscaped traffic circles and roundabouts are seen by residents as enhancements to the street for both their traffic calming properties and their aesthetic value. The wayfinding signs needed to be carefully placed to be sensitive to views from the neighboring houses. This was best done with a careful field review during the signing plan development stage. Contract Amount \$83,600

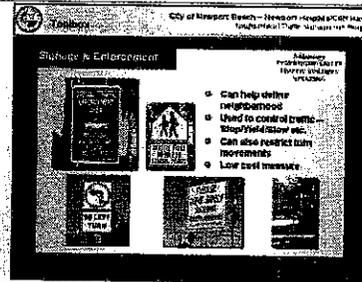


REFERENCE:
City of Long Beach
Steve Tweed
Transportation Planner
(562) 570-6266
Steve.Tweed@longbeach.gov

Newport Heights Neighborhood Traffic Management Plan
Newport Beach, CA

2003-2008

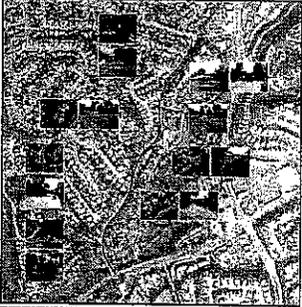
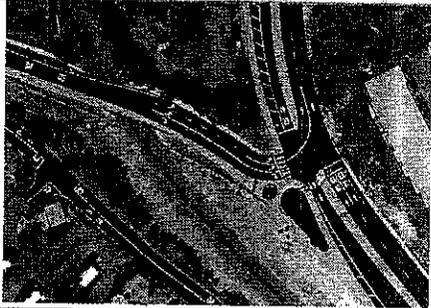
The Newport Heights neighborhood has a long history of resident concerns over traffic conditions, cut through traffic, and speeding. The City retained KOA to lead a series of public workshops and meetings to develop a plan for managing traffic conditions throughout the neighborhood. The study documented existing traffic conditions, identified problem areas throughout the neighborhood, and prepared a neighborhood traffic management plan. The preliminary plan includes a wide variety of traffic calming measures. The preliminary plan was well received by the community. KOA was then awarded the contract to design the traffic calming improvements recommended within the report. The report improvements were designed and completed in 2008. Contract Amount \$85,000



REFERENCE:
City of Newport Beach
Tony Brine
(949) 644-3329

Proposal for the City of Costa Mesa

Professional Engineering Services for Citywide School Zone Traffic Calming Project

<p>Montanoso Drive Traffic Calming Evaluation</p>	<p>KOA conducted an evaluation of traffic calming measures implemented along Montanoso Drive in the City of Mission Viejo. The limits of the study were Montanoso Drive from Oso Parkway to Estanciero Drive. The study reviewed the effectiveness of recently completed traffic calming measures that included chokers, curb extensions, median islands, textured crosswalks, and other features. KOA reviewed and summarized the "before improvements" and "after improvements" data graphically and in tabular format to show where measurable changes in traffic behavior occurred after implementation of the improvements. KOA conducted a neighborhood evaluation workshop to present the results of the study findings and to obtain resident feedback regarding the effectiveness of the measures, the need for additional improvements, and an overall evaluation of the project. Contract Amount: \$20,900</p>		<p>City of Mission Viejo Public Works Department Mr. Phillip Nitollana Traffic Engineer (949) 470-3056</p>
<p>Eco-Bikeway Design and Traffic Calming Project Imperial Beach, CA</p>	<p>In an effort to connect to the existing Bayshore Bikeway from San Diego Bay to the Tijuana Slough National Wildlife Refuge and other main tourist generators, the City of Imperial Beach developed an Eco-Bikeway using existing city streets. The bikeway plan identified 7th Street, Palm Avenue, Seacoast Drive and Imperial Beach Boulevard as the main roads servicing this bike route. KOA was hired to update the City's entire Bicycle Transportation Plan (BTP) and create construction drawings for the segment of the planned bikeway on Palm Avenue from 3rd to 7th Streets and 7th Street from Palm Avenue to the Bayshore Bikeway. The project will eliminate one lane in each direction along Palm Avenue to create a parking lane and a new bike lane. To do this, curb pop-outs were planned at the main intersections in the project area. KOA's primary task was to create civil road improvement plans for curb pop-outs along Palm Avenue and signing and striping plans for Palm Avenue and 7th Street. KOA is also handling specific traffic-related tasks in regards to BTP research, design-level intersection analysis and general management of environmental, surveying, landscape architecture and planning sub-consultants. Contract Amount: \$320,900</p>		<p>City of Imperial Beach Ms. Vicki Madrid Project Manager (619) 424-2214.</p>
<p>SCAG Compass Blueprint Demonstration Project Dana Point Connectivity Study Dana Point, CA</p>	<p>KOA Corporation is engaged in an ongoing study to identify opportunities and constraints for potential pedestrian, bicycle, transit and vehicular physical connections for the City of Dana Point. The KOA team is considering potential vehicle, bicycle, and pedestrian circulation improvements that may be appropriate and feasible within and between Doheny State Beach, Dana Point Town Center, Dana Point Harbor, and Doheny Village/Capistrano Beach. Various circulation improvements in the Town Center area such as roundabouts and traffic circles, improvements to pedestrian crossings and bikeway facilities, various traffic calming measures, relocating some street parking to a structure, and improvements to traffic signal timing, phasing and coordination are being considered to improve traffic flow and the pedestrian environment in the Town Center area. Contract Amount: \$31,600</p>		<p>City of Dana Point Department of Public Works Mr. Matthew Sinacori, P.E. City Engineer (949) 248-3574 msinacori@DanaPoint.org</p>





Metro Gold Line Eastside Stations Access Project
Los Angeles County, CA

2011

KPA is providing outreach on this project. KPA's overall role is to interact with community leaders, build relationships, and conduct presentations. Other responsibilities include:

- Developing and implementing the Public Participation Plan.
- Briefing and maintaining contact with elected officials' staff and with a community advisory committee
- Conducting stakeholder analysis mapping (to identify and prioritize stakeholder concerns)
- Assisting in event/workshop planning which has resulted in an unprecedented collaboration
- Issue identification, tracking, and resolution obtained through a series of informal presentations/dialogues to key community-based organizations
- Developing press releases and other written communications
- Designing meeting flyers and banners/posters

Contract Amount: \$140,000



REFERENCE

Los Angeles County Metro
Dolores Roybal Saltarelli,
Transportation Planning Manager
(213) 922-3024
roybald@metro.net

County of Los Angeles Union Pacific Neighborhood Traffic Calming Study
Los Angeles, CA

2011-2012

KPA quickly engaged the community by meeting and interacting with community leaders who then joined in the efforts to get the predominately Spanish-speaking community members to attend public meetings and express their opinions. KPA developed and implemented the outreach plan, ensuring that County staff and other stakeholders were kept informed. KPA designed bi-lingual flyers and posters and made bi-lingual presentations to grass-roots organizations, parents, teachers and students, environmental justice activists, and members of the faith community. They gained the trust and full participation of this difficult-to-reach community. Additionally, KPA coordinated, planned and helped facilitate, a series of family-friendly, interactive and iterative community workshops. The outcome for the project and County staff was credibility and support for the final product developed with the full participation of the community. Contract Amount: \$30,000



Reference: Guillermo Gonzalez,
PE, Project Manager
County of Los Angeles Public
Works, Traffic and Lighting
Division
Tel. 626.300.4782
gugonza@dpw.lacounty.gov

55

Port of Los Angeles' Wilmington Waterfront Development Program and Buffer Plan
Los Angeles, CA

2005-2009

This project has earned numerous awards since it opened, including the Project of the Year Award by the Southern California chapter of the American Works Association and a Merit Award in Engineering Excellence from the American Council of Engineering Cos. The park has been named as one of five finalists for the Urban Land Institute's 2013 Urban Open Space Award. KPA was responsible for successfully engaging hundreds of diverse community members. KPA helped design and staff community workshops to solicit input about plans and the Master Plan for the Wilmington Waterfront. They were responsible for creating and implementing a public input process and public involvement plan. Community needs and values were first identified and plans evolved to meet those needs. They wrote and designed distinctive public information materials. KPA handled all logistics for community workshops and provided staffing. For five years, on an on-going basis, KPA staffed informational displays and booths at community festivals to provide project information. They implemented innovative strategies to engage hard-to-reach populations by working closely with schools and churches, going door-to-door with trusted community based organizations, and holding family-oriented design open houses/workshops. KPA members staffed a drop-in storefront providing information in both Spanish and English for over two years. KPA provided community outreach services for the environmental review phase. The project was approved for design and construction by the Harbor Board of Commissioners in 2009 after receiving overwhelming support from the Wilmington community and earning the Port significant good will. Contract Amount: \$240,000



Port of Los Angeles
Chris Brown
Project Engineer
(310) 732-3666
cbrown@portla.org

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

SECTION 6 – ADDITIONAL INFORMATION & CONCLUSION

6.1. PROFESSIONAL SERVICES AGREEMENT COMPLIANCE

KOA Corporation takes no exceptions to the City of Costa Mesa’s sample Professional Services Agreement provided in the RFP. KOA is in a position to obtain any required insurance that we do not already possess. A proposal copy of our insurance certificate will be provided upon request.

6.2. FIRM PROFILES

KOA Corporation
LEAD BRANCH OFFICE
2141 W. Orangewood Avenue, Suite A
Orange, CA 92868
Tel: (714) 573-0317
Fax: (714) 573-9534

Established in 1987 in Monterey Park, California

Six Offices in California:
Monterey Park Orange
Culver City Gardena
Ontario San Diego

Lead Contact Person:
Ben Chan, P.E.
Project Manager
Tel: (714) 573-0317
bchan@koacorporation.com

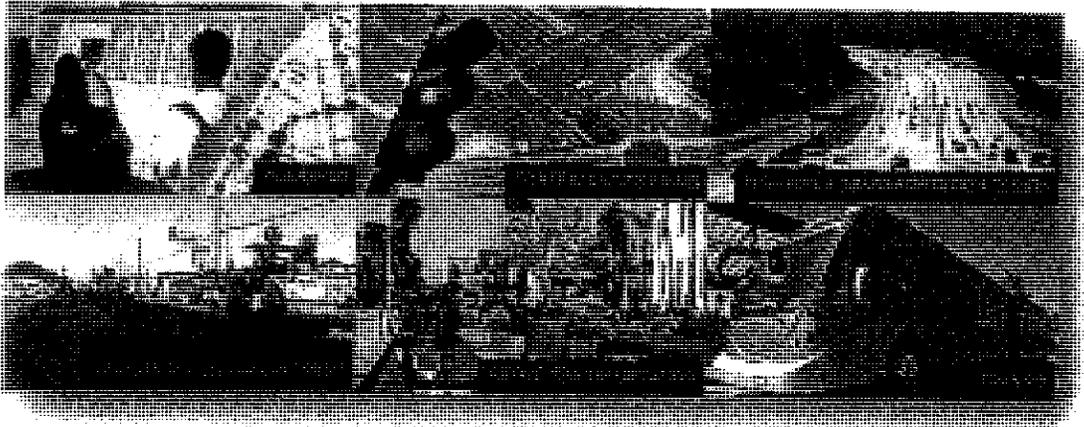
Founded in 1987, KOA Corporation (KOA) is one of the leading traffic engineering and transportation planning and design firms in California, providing consulting services to both the public and private sectors. KOA has six offices to serve our California clients. With over 80 employees, our staff includes transportation planners and California-registered civil and traffic engineers. KOA has provided engineering services for many of the largest public works and transportation planning projects in California.



KOA is a California Corporation, a regional firm, based in and working primarily in California.

KOA acquired Gardena-based CBM Consulting in 2009, a multi-disciplined engineering consulting firm, and now provides expanded services in civil engineering design, project management, construction management and observation, staff assistance, grant application processing, and NPDES program implementation.

Our professional planning and engineering staff members are available to provide the following services:



Proposal for the City of Costa Mesa

Professional Engineering Services for Citywide School Zone Traffic Calming Project



Communication matters. Whether it's interpersonal, inter-corporate, or interagency, effective communication determines outcomes. At Katherine Padilla & Associates (KPA), they know this, profoundly. KPA *lives* this. Their diverse professionals—they are certified WBE, DBE, SBE, and MBE—combine outstanding communication skills with practical, deep-rooted technical depth to meet each client's needs completely. Effective, efficient, engaging communication—from the grassroots to the boardroom—together with expert guidance in all community matters defines KPA's mission.

Working as an extension of staff, KPA partners with public agencies to provide a comprehensive understanding of apparent and nuanced community desires and concerns. KPA collects purpose-driven, relevant intelligence to empower public-sector decision-makers to make informed, sensitive, gainful choices for their projects, programs, and the communities they serve. They create comprehensive, powerful, effective communication instruments and campaigns to help public-sector agencies advance their goals and fulfill their mission.

Here are some of the ways KPA does that:

- Public input process design and facilitation
- Community meeting and interactive workshop design, logistics, graphic recording, summary of input
- Community-based research including focus groups and interviews
- Community outreach and public information campaigns
- Proactive issues management (identifying, managing, and resolving issues before they devolve into crises)
- Branding and graphic design including collateral development and electronic fact sheets, brochures, newsletters, presentations, and flyers
- Website design and multimedia production including video, still photography, live Internet streaming for community meetings and speakers summits
- Grassroots organizing
- Social media strategies, including webinars and blogs
- Media outreach, press releases and press kits

Understanding how issues of land use, funding, and other public policies can influence environmental review and project design, they draw on their advanced facilitation and mediation skills to sidestep calcified groupthink and herd-mentality resistance to develop innovative solutions and avoid potential blind spots and landmines. They blend fresh ideas with time-tested wisdom to strategically resolve complex, multi-stakeholder, multi-agency challenges. And they specialize in public infrastructure projects in any phase or aspect of planning, environmental review, design, or construction. But technical skills alone are not enough.

KPA differs markedly from their competitors not only because of who they are and what they do, but also how they do it. Their senior staff combines multidisciplinary technical and marketing skills with interpersonal soft skills, intangible necessities gleaned only from extensive experience and training. Their senior staff has deep knowledge in areas like planning, design, engineering, environmental review, and construction. Each staff member also boasts more than 10 years of hands-on experience in his or her field. Working proactively and sensitively, KPA senior staff averts crises and solves problems *before* they become issues, concerns many firms do not recognize until they have deteriorated into calamity. Their talents, training, and extraordinary experience position us uniquely to communicate meaningfully with both the community and technical team members. In short, they serve as a comprehensive communications bridge between a public agency and its community to achieve cost-effective project or program results.

Proposal for the City of Costa Mesa
Professional Engineering Services for Citywide School Zone Traffic Calming Project

From: Garcia, Elizabeth [<mailto:GarciaE@metro.net>]

Sent: Friday, November 02, 2012 1:09 PM

To: 'kpadilla@katherinepadilla.com'

Subject: Annual DBE No Change Declaration - ACKNOWLEDGEMENT OF RECEIPT - Katherine Padilla & Associates - METRO FILE #353

We have received your Annual DBE No Change Declaration for this year together with your most recent tax returns (and license). Your DBE file has been updated. You will NOT receive any new certification letters. We will do this again next year.

Email us if you have any questions and use file # as reference.

lizette garcia

*Assistant DEO Representative
Diversity & Economic Opportunity Dept.
One Gateway Plaza, MS 99-8-4
Los Angeles, CA 90012
Fax: 213-922-7660*

Nobody has everything....but everybody has something.....- Iyanla

6.3. CONCLUSION

KOA expects that you will find this proposal for Professional Engineering Services for the Citywide School Zone Traffic Engineering Project satisfactory. If you have any questions, feel free to contact Mr. Benjamin Chan at any time during the proposal review period.

EXHIBIT C
FEE SCHEDULE

FEE SCHEDULE - CITYWIDE SCHOOL ZONE TRAFFIC CALMING PROJECT

(a) Cost Categories	(b) Maximum Hourly Rate	(c) Task 1		(e) Task 2		(i) Task 3		(x) Grand Total (All tasks)	
		(d) Prep. Of SRTS Plans, Specs. and Estimates		(f) Before and After Student Tally / Parent Surveys		(j) Federal Approval for Construction & Construction Support		(w)	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):									
Ben Chan, Project Manager	\$60	35	\$2,100	7	\$420	3	\$180	45	\$2,700
Min Zhou, PIC & QA/QC Manager	\$67	8	\$536	6	\$402	2	\$134	16	\$1,072
Jim Sommers, Task Leader P.1	\$60	23	\$1,380	0	\$0	0	\$0	23	\$1,380
Frank Barrera, Task Leader P.2	\$30	0	\$0	45	\$1,350	0	\$0	45	\$1,350
Chuck Stephan, Task Leader P.4	\$67	0	\$0	0	\$0	16	\$1,067	15.927	\$1,067
Mark Beltran, Task Leader P.1 & P.4	\$30	75	\$2,250	19	\$570	0	\$0	94	\$2,820
Tom Huang, Task Leader P.3	\$38	14	\$532	0	\$0	0	\$0	14	\$532
Support Staff	\$25	56.71	\$1,418	71.458	\$1,786	10.01	\$250	138.178	\$3,454
Subtotal - Direct Labor			\$8,215.75	148.46	\$4,528.45	30.94	\$1,631.46	391.11	\$14,375.56
Overhead & Fringe (inc. G&A):									
Overhead	212.50%		\$17,458.47		\$9,622.96		\$3,466.64		\$30,548.06
Fringe	55.00%		\$4,518.66		\$2,490.65		\$897.25		\$7,906.56
Subtotal - Overhead & Fringe (inc. G&A)			\$21,977.13		\$12,113.60		\$4,363.89		\$38,454.62
Fixed Fee									
	10.00%								
Subtotal - Fixed Fee			\$2,197.71		\$1,211.36		\$436.39		\$3,845.46
Other Direct Costs (ODCs)									
Travel			\$450.00		\$100.00		\$50.00		600.00
Printing - Directly Chargeable only			\$250.00		\$50.00		\$50.00		350.00
Other			\$125.00		\$25.00		\$100.00		250.00
Subtotal - ODCs			\$825.00		\$175.00		\$200.00		\$1,200.00
Subconsultant(s) *									
Katherine Padilla & Associates			\$0.00		\$20,000.00		\$0.00		20,000.00
Subtotal - Subconsultant(s)			\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00		\$20,000.00
GRAND TOTAL		211.71	\$25,000	148.46	\$33,500	30.94	\$5,000	0.00	\$63,500

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EXHIBIT D

CITY COUNCIL POLICY 100-5

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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;

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- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Requiring each employee 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 Federal, State, or local health agency, law enforcement, or other appropriate agency.

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

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (1)(A) through (1)(F), inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has/have 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; or
 - 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.