

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of May, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and design services in connection with public improvements to Adams Avenue, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

matters of concern;

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, 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 one (1) year, ending on May 20, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0. INSURANCE

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

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

work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5270
Attn: Azita Fakoorbayat

Courtesy copy to:

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

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

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

conditions, or provisions hereof.

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Stephen Bise
Signature

Date: 5/23/19

STEPHEN BISE / V.P.
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Tamara Letourneau
Tamara Letourneau
Acting City Manager

Date: 6/4/19

ATTEST:



Brenda Green 6/5/19
Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/4/19

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 5/28/19

APPROVED AS TO CONTENT:

Azita Fakoorbayat
Azita Fakoorbayat
Project Manager

Date: 5/29/19

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 5-29-19

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 6/3/19

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

PUBLIC SERVICES DEPARTMENT

December 13, 2018

SUBJECT: REQUEST FOR PROPOSALS - ENGINEERING SERVICES FOR ADAMS AVENUE IMPROVEMENTS PROJECT FROM HARBOR BOULEVARD TO SANTA ANA RIVER

Dear Consultant:

The City of Costa Mesa (City) is requesting proposals for professional engineering services for Adams Avenue Improvements Project from Harbor Boulevard to Santa Ana River.

BACKGROUND

Adams Avenue is a 6-lane Major Arterial with a painted center median and with Class 2 bike lanes on the north and south sides of the street. The adjacent land use is primarily residential developments on both sides of the street. The Average Daily Traffic Volumes on Adams Avenue ranges from 27,000 near Fairview Road to 38,000 at the westerly limits. Adams Avenue has a posted speed limit of 45 miles per hour. The crash data collected identified the majority of crashes on Adams Avenue resulting from drivers entering the bicycle lane. The purpose of this project is to construct safety improvements on Adams Avenue and to further improve bicycle and pedestrian safety.

Adams Avenue provides a direct east-west connection between Huntington Beach and high volume arterials of Harbor Boulevard and Fairview Road. Also, Adams Avenue provides bicycle and pedestrian access to the Placentia Avenue bike lanes and to the Santa Ana River Trail which connects to the OC Loop and other regional corridors. The proposed project will design infrastructure improvements, increase active transportation connectivity and mobility, and improve safety on Adams Avenue from Harbor Boulevard to Santa Ana River.

The City of Costa Mesa applied for grant funding for construction funds through Caltrans's Active Transportation Program for Adams Avenue Multipurpose Trail between Placentia Avenue and Mesa Verde East. If awarded, this ATP grant will provide for construction funds for a new raised landscaped median multipurpose bicycle/pedestrian path separated from street with landscaping on both sides of Adams Avenue, and ADA improvements. This proposed path will provide a landscaped separation between vehicular traffic and active transportation users (Typical Roadway Section, Attachment 1).

The Adams Avenue Improvements Project from Harbor Boulevard to Santa Ana River will incorporate and continue the design concept proposed for Adams Avenue Multipurpose Trail project to provide continuity of geometrics and aesthetics. The construction of Adams Avenue Improvements Project will also provide direct access to the existing adjacent trails and bike lanes on Harbor Boulevard and Fairview Road as well as improve vehicular, bicycle and pedestrian safety with the proposed raised center median and Class I multi-use path with landscaped buffer.

1. INTRODUCTION

The scope of services generally consists of the following:

The services required for the subject project consist of the preparation of plans, specifications, and cost estimates. The engineering work includes, but is not limited to: soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs, cross gutters, spandrels, sidewalks, driveways and driveway approaches, turf, and irrigation; providing ADA ramp designs, meeting Americans with Disabilities Act (ADA) requirements (must provide detailed drawing for each ADA ramp); planting trees; determining right-of-way (ROW); providing signing and striping plans to meet the California Manual of Uniform Traffic Control Devices (MUTCD); preparing necessary traffic signal modifications plans, traffic control conceptual plans and specifications addressing project construction phasing which shall meet, at the minimum, the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

The project includes pavement rehabilitation, parkway rehabilitation, redesign of existing cross-sections, replacement of existing Corrugated Metal Pipe CMP storm drain (if any) with Reinforced Concrete Pipe RCP.

A previous Request for Proposal (RFP) was advertised in 2008 and a set of construction plans were developed for Adams Avenue from Fairview Road to Santa Ana River in 2013. A portion of this project improvement plans was constructed from Fairview Road to Harbor Boulevard. The scope of work under this RFP includes utilizing as much of the existing plans into this project within the stated limits.

Project scope shall include providing all necessary services including but not limited to topographic survey, geotechnical report, hydraulics/hydrology, preparation of construction plan set, including title sheet, plans, profiles, details, cross sections, WQMP/WPCP etc., to provide for a complete and ready to bid documents for construction of Adam from Harbor Boulevard to Santa Ana River.

The Consultant's key project staff must have at least five years of prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence and timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the client's needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 25 pages (excluding front and back covers, section dividers and tabs, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to expedite the project or special concerns of which City staff should be made aware and a project approach containing any additional scope of work tasks you feel are necessary for the successful completion of the project; a description of understanding and ability to meet federal requirements. Indicate all key deliverables and products.
- B. A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM) and Project Engineer proposed for this project. The PM will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified with the same requirements as for the main Consultant.
- C. A list of similar, recent projects, which your firm has completed within the last five (5) years on which federal requirements were met. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.

- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Indication of Consultant's ability to comply with Professional Services Agreement requirements (City of Costa Mesa PSA sample, Attachment 2). If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- F. A completed Certification Regarding Debarment, Suspension, And Other Responsibility Matters Form (Attachment 3) by consultant. Failure to provide this form will constitute as an incomplete proposal and is cause for rejection.
- G. Fee proposal in a separately sealed envelope per Section 4 of the RFP.

Please submit four (4) copies of your proposal.

3. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of members who have acted in the capacity of Project Manager for the City on similar projects. The Consultant Selection Committee will evaluate the Consultant on their ability to: Produce a well-engineered set of PS&E which will result in a minimum number of construction contract change orders; produce an innovative and **detailed** set of construction documents which reflect field conditions, including existing drainage and utility locations; perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems; provide the City with adequate estimates, quantity takeoffs, cross-sections, etc., to allow for effective construction management and quality control of the project; provide traffic control and construction phasing that meets the requirements of the various access points to the different businesses, and residential properties within the project limits.

The evaluation of each proposal will be based on technical criteria and qualifications listed within the RFP, reference checks, and other information, which will be gathered independently.

4. ESTABLISHMENT OF FEES

A fee proposal is to be submitted separately in a sealed envelope plainly labeled "Fee Proposal" containing the following:

- 1) Cover letter stating the total lump sum fee.
- 2) Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final fee schedule.
- 3) 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 includes all meetings, reproduction, materials, mailings, and associated project expenses.

In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the lump sum cost submitted in the fee proposal.

5. INSURANCE REQUIREMENTS

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

Additional and primary Insurance endorsements shall include City of Costa Mesa

6. SCOPE OF CONSULTANT SERVICES

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

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee. The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

A. Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during the design project for appropriate guidance and coordination (assume five meetings). The Consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. The Consultant shall notify all utility companies, governmental agencies and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies
3. The City is currently coordinating and is in the process of forming an Underground Utility District (UUD) with all the existing utility purveyors. Consultant shall coordinate the various design development stages and the final design with the UUD.
4. The Consultant shall obtain approval in writing from utility companies for any utility work and clearance.
5. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures". The Consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans).
6. The Consultant shall submit all utility correspondences to the City and maintain a Utility File on all utility documentations and coordination.

C. Design Survey

Review existing plans and materials, obtain a City permit, and secure right-of-entry for survey and geotechnical fieldwork. The Consultant shall plot the project design survey on 24" X 36" Mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for the street projects. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10';

reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begin at nearest existing street intersection stations.

The Consultant shall provide the following minimum survey information:

- Establish City and private right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map. The consultant shall:
 1. Obtain and review all existing right-of-way documentation of the project area, assessor maps, building site plans, and parcel maps for each affected property.
 2. By field survey, tie controlling monuments and boundary line monuments to each other and to the Orange County Horizontal Control Network.
 3. Establish the existing City right-of-way boundary and document all work in a "Before Condition" Record of Survey.
 4. Recover or reestablish monumentation of points controlling in the deed description which created the City right-of-way boundary.
 5. Recover all existing City right-of-way boundary line monumentation documented in County and City records.
 6. Facilitate the execution of all right-of-entry agreements as required for survey and geotechnical work.
- The Consultant shall perform a topographic survey and prepare base maps at 1"=20'. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, utility easements, landscaping, signs, street lights, traffic signs, signal appurtenances, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25-foot intervals, with elevations at top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X".
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing ADA ramps, trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the Consultant shall survey 25 feet beyond right-of-way (on private property) behind ADA ramps.
- The Consultant shall survey 25 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at five-foot intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.
- The Consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.

- The Consultant shall also obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.
- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines).

D. Conceptual Design and Community Outreach

Consultant shall conduct an analysis of various design alternatives, including selection of a preferred preliminary alignment, community outreach, preliminary design of the improvements, analysis of environmental impacts, and preparation of an environmental document to assess construction of the identified improvements for the projects.

The Consultant shall review the City proposed concepts and the collected data and prepare up to three (3) alternative alignments to determine the most cost effective design alternative that meets the intent of the projects. Conceptual design shall include:

1. Prepare preliminary alignment and design concepts for the proposed improvements and identify associated impacts and costs. The concept plans should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, medians, centerlines, etc. The concept plans will be used to determine the preferred alignment plan. The preferred alignment should reduce construction and right-of-way costs and minimize unavoidable impacts to private improvements. A detailed cost estimate itemizing all construction and right-of-way elements should be prepared for each project.
2. The Consultant shall perform the necessary environmental analysis to assess the alternative alignment scenarios and prepare environmental analysis documents to satisfy CEQA/NEPA requirements for a federally funded construction project.
3. Proposed improvements are anticipated to be within the existing City right-of-way. The Consultant shall identify any required temporary or permanent easements necessary to construct and maintain the proposed improvements.
4. The City intends to hold two neighborhood meetings to identify and finalize the project design concept including undergrounding of the utilities. Undergrounding shall be conducted through a formation of underground Utility District concurrently. Consultant shall provide coordination necessary through the design phase with this process. Consultant is required to perform this outreach to the community during the design process under the City's direction. The Consultant will plan, prepare and conduct these meetings based on discussions with the City. The City will assist in providing notification to affected stakeholders including businesses and residents. The Consultant shall also include one (1) Bikeway and Walkability Committee meeting and one (1) City Council Meeting to the scope of work. Consultant to include a total of four meetings to accomplish this in the scope of work.

E. Field Engineering

This work shall include determining and marking limits of existing curb & gutter and existing concrete and sidewalk removals, replacement of any drainage facilities including hydraulic/hydrology reports and calculations, reconstruction of the existing medians curbs necessary due to the reduced curb heights as the result of numerous overlays, as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. Up to three field walks with City staff shall be included to ensure detailed depiction on the plans and specifications of existing conditions and work requirements and to finalize required design modifications.

F. Geotechnical Investigation and Pavement Design:

If needed, the Consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The Consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide minimum twelve borings.

Cores shall be at least six inches in diameter and three-feet (3) deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.
3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.
4. Provide geotechnical information (including geotechnical analysis) for all twelve borings.
5. Provide and/or recommend the following minimum information in the submitted report:
 - a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" for all sixteen borings at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two (2) and three (3) feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
6. Calculate proposed pavement structural sections (20-year design life):
 - Asphalt rubber hot mix (ARHM)/asphalt concrete (AC) for digout areas
 - ARHM over AC for mill and overlay; and
 - Proposed alternatives by consultant after material testing.
7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
11. Arrange and tabulate all soil information (existing and proposed) in table format.

Consultant shall be provided with any existing geotechnical investigation prepared previously and depending on the extent of the available information, will eliminate this scope of work entirely or provide necessary services to amend the previous report to obtain the required information to proceed with the design of the alternatives.

G. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City-owned utilities)

The Consultant shall include \$10,000 as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans. State working hours and if two or more lanes need to be closed, the work will need to be done on weekends.

H. Construction Documents

- 1 Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, CA MUTCD, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
2. Prepare two Resident Engineer's files for each project; they must contain, as a minimum, the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The Consultant shall submit these two files to the City in conjunction with final submittal.

I. Plans

- 1 The Consultant shall prepare the construction drawings, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain vicinity map and location map of the project. Final drawings shall be on 24"x36 four mil. thick, erasable, writing mylars at a scale of 1" = 20' horizontally and 1" = 2' vertically.
2. The Consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the Consultant shall establish new stations from the nearest street intersections.
3. The Consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades.
4. The Consultant shall plot existing and proposed cross sections on Mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The Consultant shall plot existing conditions in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.
6. The Consultant shall incorporate the following minimum information on plan view: pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, lane dimensioning of each existing and proposed lane width, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming,

plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, traffic signal poles and fixtures walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).

7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The Consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The Consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the Consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return.
12. Prepare traffic control concept plans clearly identifying the staging and sequencing of construction. Construction traffic detouring shall provide for a minimum of one (1) lane of travel in each direction during off-peak hours and two (2) lanes of travel in each direction during peak hours.
13. Prepare construction drawings for traffic channelization including signing and striping, and traffic loop detector replacement and possible traffic signal equipment relocations.
14. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

J. Specifications

Prepare complete project specifications, including Special Provisions and Technical Specifications (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents.

K. Quantity and Cost Estimates (QCE) And Quality Control

Provide complete construction quantity and cost estimates. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the first sheet. These quantities shall match the proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

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

project.

Project Design meetings shall be held once a month. 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 and work status and accomplishments shall be submitted each monthly.

L. Project Document Submittal and Plan Information

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of blueprints of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans must also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform field reviews (walk throughs) of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on CDs. Final document files and specifications shall be prepared using Microsoft Word Office 2016, Windows 10. All final drawings shall be prepared using Microstation version 8. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

M. Bidding and Construction Phase

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The Consultant shall prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications during the bidding and construction phases. The Consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

7. CITY RESPONSIBILITIES

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

- A. Providing all available existing plans, reports, and records.
- B. Printing and packaging of plans and specifications for bidding.
- C. Advertising for bids and awarding of construction contracts.
- D. Furnishing plans and specifications to the bidders.
- E. Inspecting, controlling construction, and payment to the contractor.
- F. Providing specification format to consultant.

8. EXAMINATION OF SITE PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of this contract.

9. RIGHT TO REJECT ALL PROPOSALS

- A. 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 RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and available documentations specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City of Costa Mesa become the property of the City.
- C. Should your firm be interested in submitting a proposal for this project, please deliver to the City of Costa Mesa, Public Services Department/Engineering, 4th Floor, City Hall, 77 Fair Drive, Costa Mesa, CA 92628, to the attention of Azita Fakoorbayat, Principal Civil Engineer, on or before **5:00 p.m., January 29, 2019**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of actual delivery. All inquiries shall be submitted via email to Azita.Fakoorbayat@costamesaca.gov, by 5:00 p.m., December 19, 2018. Inquiries submitted other than via email will not receive a response.

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

- | | |
|----------------------------------|-------------------------------------|
| • RFP Distributed | December 13, 2018 |
| • Deadline for Written Questions | December 19, 2018 at 5:00 p.m. |
| • Responses to Written Questions | December 27, 2018 |
| • Proposals Due | January 8, 2019 at 5:00 p.m. |
| • Interviews (if needed) | January 29, 2019 |
| • Approval of Contract | TBD |

10. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. All insurance documents must be submitted and approved prior to the award of contract.

- Attachments: Typical Roadway Section (1)
 Sample City of Costa Mesa Professional Services Agreement (2)
 Debarment Statement Form (3)

Adams Avenue

Existing



Proposed



EXHIBIT B
CONSULTANT'S PROPOSAL



TO
Ms. Azita Fakoorbayat
Principal Civil Engineer
City of Costa Mesa
Public Services Department/
Engineering
4th Floor City Hall
77 Fair Drive
Costa Mesa, CA

FROM
Chuck Stephan
QA/QC Manager
cstephan@koacorp.com
T: 714.573.0317
F: 714.573.9534

RFP
**Engineering Services for Adams
Avenue Improvements Project
from Harbor Boulevard to Santa
Ana River**

DATE
January 8, 2019

Dear Ms. Fakoorbayat:

KOA Corporation (KOA) is pleased to submit this proposal to provide the City of Costa Mesa with design and engineering services for public improvements to Adams Avenue.

KOA has been providing streetscape improvement engineering services to public agencies and cities all over Southern California for nearly 30 years. We are experts in preparing PS&Es, developing plans for improvements in roadway geometry, traffic signal timing, traffic signal design, bike and pedestrian facility design, traffic studies, and transportation planning.

Please note that I am authorized to bind KOA to the terms of this proposal. We acknowledge the receipt of Addenda Nos. 1 and 2. Signed copies have been faxed to the City, per the instructions on each. We hereby certify that, if awarded this contract, we will comply with all City and other governing bodies' rules and regulations.

KOA has teamed with our proposed subconsultants, KDM Meridian, Twining, and Cornerstone on past design projects.

We are confident our firm's nearly 30 years of experience in the civil and transportation engineering field and our depth of local resources will provide the City of Costa Mesa with the most cost-effective and responsive levels of service and quality of any firm in Southern California. KOA has the ability to develop and analyze alternate alignments, perform value engineering, and provide capable constructability reviews. We look forward to working with you and your staff on this important project.

Sincerely,
KOA

A handwritten signature in black ink, appearing to be 'C Stephan', written over a horizontal line.

Chuck Stephan
Director of Construction Management Division



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PROJECT UNDERSTANDING/SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Costa Mesa proposes to construct a raised landscaped median and multi-use separated bike and pedestrian facility on Adams Avenue, between the Santa Ana River and Harbor Boulevard. This would change the existing 84' curb-to-curb width consisting of three travel lanes in each direction, a striped/raised center median, and class II bike lanes to 34' curb-to-curb widths in each direction separated by a 4' wide raised median and a separated shared bike/ped path. The separated shared bike/ped path would be implemented by widening the north and south sidewalks on Adams Avenue.

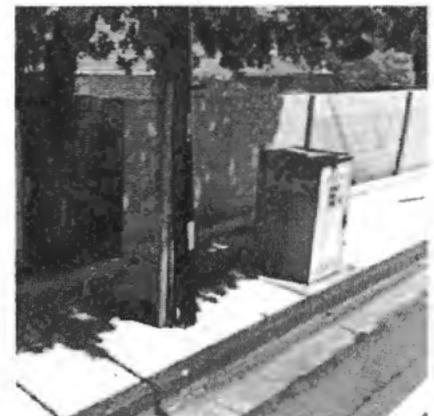
The proposed project includes a variety of improvements such as pavement rehabilitation, PCC improvements, landscape and irrigation, street lighting, parkway rehabilitation, storm drain facilities, coordination for undergrounding of utilities, ADA compliance, fire hydrant relocation, traffic signal modifications, water quality control, and active transportation design. The RFP also mentions corrugated metal pipe (CMP) replacement with reinforced concrete pipe (RCP).

The project is funded with a \$2,998,000 Cycle 4 Active Transportation Program (ATP) grant. ATP funds are aimed at promoting active modes of transportation in ways such as increasing safety, health, and mobility for bicyclists and pedestrians, increasing the volume of active transportation, lowering greenhouse gas (GHG) emissions, and ensuring ATP-funded projects benefit disadvantaged communities. Construction allocation is designated for the 2019/2020 fiscal year. The City will need to obtain environmental clearance (obtain CEQA/NEPA), right-of-way certification, allocation, and Authorization to Proceed with Construction using Caltrans Local Assistance Procedures Manual (LAPM) Forms.

The entire grant management process can be very cumbersome and lengthy, requiring extensive coordination with Caltrans. We are currently providing grant management services for several agencies in Los Angeles, San Bernardino, Riverside, and Orange counties and are familiar with Caltrans' LAPM and LAPG procedures. It is important to have a good working relationship with the Caltrans Local Assistance representative. One requirement in using ATP funding is to conduct before and after bike and pedestrian counts to quantify the change in activity.

Although the RFP mentions providing only environmental clearance services, we suggest that KOA manage the grant process to obtain authorization. Our current scope of services only pertain to assisting the City to obtain environmental clearances. Environmental impacts could trigger additional studies, potentially increasing the schedule and budget of the project. Additional studies to satisfy CEQA/NEPA requirements are not part of our current scope of services, however, and shall be retained by the City if needed. Grant management has been added to the scope of work as an optional task.

From our review of the project site, there are a number of challenges to consider during design. The corridor has a variety of access issues. The photos below represent some issues that will be rectified in our design. Curb ramps will need to be ADA compliant and may require the relocation of traffic signal poles and cabinets. The sidewalk is missing on the north side of Adams Avenue,



PROJECT UNDERSTANDING/SCOPE OF SERVICES

between Mesa Verde Drive West and Mesa Verde Drive East. We will design for full access among all users of the corridor. There are also utility obstructions in the sidewalk that will either need relocation, adjusting, or coordination with the Utility District for undergrounding. The placement of utility lines and vaults/manholes/access covers, and conflicts with landscaping (trees), signal poles, light poles, other utilities and infrastructure will be reviewed. There are also a number of tree wells on the north side of Adams Avenue. KOA will investigate the right of way limits and minimize impact to existing trees while also complying to ADA requirements for pedestrian and bike facilities. It should be noted that trees and a driveway wall are installed on private property on the north side of Adams Avenue.



The widening of sidewalks will require the relocation of utilities, including vents, vaults, fire hydrants, and utility cabinets. Curb drains and catch basins will need to be extended to the new curb face. If utilities are undergrounded and utility poles are eliminated, street light poles will need to be installed and coordinated with Southern California Edison (SCE). Where there currently exists landscape in the sidewalk, our team will redesign the limits and irrigation connections per City standards. It should be noted that only a portion of landscape and irrigation improvements may be paid using ATP grant funding.

The corridor also has special striping used to control vehicle speeds, such as the solid white striping in the eastbound direction approaching Mesa Verde Drive East, and traverse speed reduction markings between the Santa Ana River and Mesa Verde Drive East. With sidewalk widening, sign relocation will also need to be addressed. Our team will design signing and striping to meet the needs of the City, and according to the latest CA MUTCD standards.



There are intermittent locations of cracking and uneven pavement between the Santa Ana River and Royal Palm Drive. We recommend a pavement overlay in this section, and full rehabilitation at spot locations determined by field observation. The previous project plans provide details for a 2" ARHM pavement that we agree with. Also pending the approved concept, pavement work may require adjusting of elevations to accommodate sidewalk widening. It should be noted that roadway rehabilitation outside of active transportation facilities is not eligible to be paid with ATP grant funding.

It is also anticipated that sidewalk widening will require traffic signal modifications to redesign and relocate traffic signal poles, realign signal heads to the new lane configurations, update push buttons and pedestrian signal heads to ADA compliance, and reinstall loop detection.

OCTA bus route 178 travels through Adams Avenue with bus stops at Shantar Drive/Albatross Drive, Placentia Avenue/Mesa Verde Drive W, Mesa Verde Drive E, and Harbor Boulevard. We will work with the City in providing a design that works with the new alignment and accommodates OCTA patrons. Another alternative to provide a proper landing for bus access is raising the bikeway level with the sidewalk at intersections/bus stops.



Mid-block, street lighting will need to be provided in the sidewalk with an extended mast arm for driver visibility. The street light pole will need to accommodate a mast arm extended past the 8-foot span per City standards.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

KOA will use AGI32 street lighting design software to review illumination and prepare electrical plans to provide sufficient visibility for drivers, pedestrians, and bicyclists. It should be noted that street lighting that benefits drivers is not eligible to be paid with ATP grant funding.

California Streets & Highways Code requires that any facility serving bicycles must conform to Caltrans design standards, even if the street is not a state highway. Since the project connects to the Santa Ana River Trail, it can be anticipated that a growing number of bicyclists will use the shared use path, increasing the potential of collisions between bicyclists and pedestrians. We recommend that the City consider the bike facility be separated from pedestrian walkway for the safety of all users.

For the cross section shown in the RFP, the applicable standards would be Design Information Bulletin 89 for one-way Class IV bikeway or Highway Design Manual Chapter 1000 for a two-way bike path. A two-way bike path requires a total combined width of 15 feet, which is one foot wider than the sample cross section provided in the RFP. The additional foot could be obtained by narrowing the travel lanes or the center median. This could be easily attainable along mid-block sections but more difficult to attain at intersections unless a travel lane is removed.

The widening of the north and south sidewalks, shown in the RFP concept, will require the adjustment or relocation of drainage facilities and catch basins along Adams Avenue. Hydraulic/hydrology analysis will be required to ensure that adjustments to drainage facilities will properly serve the new project. A Water Quality Management Plan will identify Best Management Practices (BMPs) needed for construction and post-construction. All designs will adhere to Low Impact Development (LID) requirements. Services for these tasks are further discussed in Task 3 of the Scope of Services.

ALTERNATIVES DISCUSSION

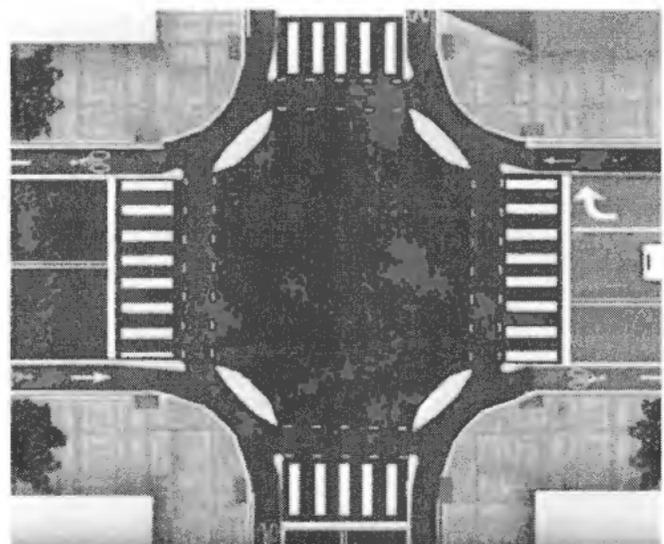
The widening of the sidewalk to provide a shared bike/ped path will impact roadway elevations, utilities, circulation, signal control, and drainage. Much time, funding, and coordination will be required to successfully deliver a construction bid document for the project. As a cost and time saving suggestions, KOA has provided two alternatives for the proposed project.

Our first recommendation (Alternative 1) would be to

provide a one-way Class IV lane in each direction. The Class IV lane could be at street pavement level, separated from traffic with a raised landscape island. A typical cross-section is shown on page 5.

There are several advantages to implementing this plan:

- Lower design and construction cost, more likely to fit within the grant budget
- Vehicles, pedestrians, and bicyclists each have a dedicated travel way
- The existing 8' sidewalk is maintained avoiding the relocation of utilities, utility poles, street light poles, drainage facilities, and catch basins
- Raised medians can be constructed on existing roadway surface
- Existing pavement surface is maintained, unless for rehabilitation (such as an ARHM overlay)
- Curb cuts in raised median adjacent to the bikeway or catch basin inlet extension will allow for drainage to existing storm drain facilities (assuming roadway crown is in the center of the street)
- Simpler control of bike/ped/motor vehicle conflicts at intersections compared to two-way bike/ped paths
- At the intersections, we have two suggestions for circulation:
 - ◊ Widen the 4' median to an 11' wide left turn lane by downgrading the Class IV bikeway to provide bus stops
 - ◊ Possibility of Dutch-style protected



Source: ProtectedIntersections.com



PROJECT UNDERSTANDING/SCOPE OF SERVICES

intersections at cross streets (example shown on the previous page)

There exists utility poles on the north and south sidewalks on Adams Avenue, between the Santa Ana River and Mesa Verde Drive. Through the City's Underground Utility District, if overhead utility lines can be relocated to underground, the elimination of utility poles provides an opportunity for providing an alternate one-way Class IV bikeway.

The second alternative (Alternative 2) will require the adjustment or relocation of drainage facilities and catch basins. The main benefit to this alternative, however, is that the center raised median can readily transition into left turn pockets at the intersections. Street lighting mid-block can be relocated to the center raised median since it would impede ADA access in the sidewalk.

A comparison of existing, RFP concept, and alternative scenarios are provided page 5. We have also provided a high-level construction schedule and fee for the proposed scenarios to assist the City make an informed decision for the corridor. Below is a summary of the major factors that dictate the construction cost for each scenario:

- There is more AC overlay for Alternative 1 and Alternative 2 to construct the bikeway. A 2" AC overlay was assumed, however, this can be reduced slightly to save cost.
- A full sidewalk reconstruction would be required for the RFP Concept at 10 feet wide. Even though Alternative 1 maintains an 8-foot wide sidewalk, full sidewalk reconstruction is assumed to meet ADA compliance that may further reduce the cost. The least cost impact is Alternative 2 with full sidewalk reconstruction only 5 feet wide.
- There is double the amount of curb/curb & gutter in Alternative 1 and Alternative 2 for the RFP Concept. Alternative 1 and Alternative 2 provide dedicated facilities for the modes of transportation, though.
- In the RFP Concept, sidewalk widening will require the redesign of traffic signal poles and mast arms. For Alternative 1 and Alternative 2, we can assume that there will be lesser impacts to the existing signal equipment since we are not widening the sidewalk.

In addition to time and cost savings listed above, the City can take a number of actions for additional savings during design.

- Use prior topographic survey and geotechnical data, and design work as much as practical
- Consider the extent of ADA compliance (i.e. All driveways? All locations?)

In addition to time and cost savings during design, the City can take a number of actions for additional savings during construction.

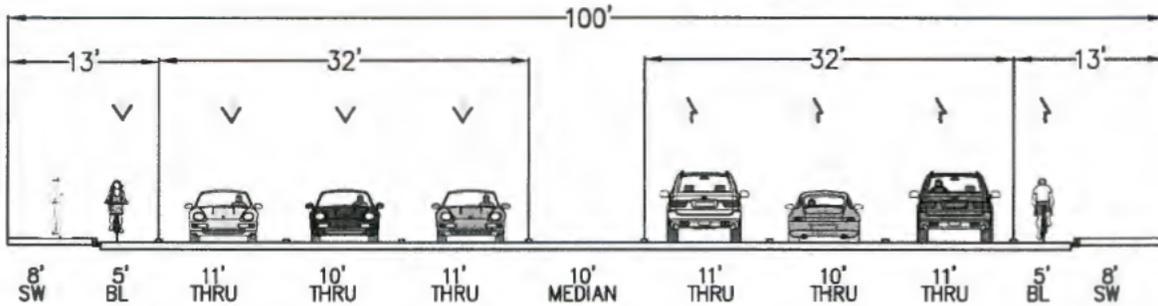
- Traffic signal materials currently have a procurement lead time of 6 to 8 months. The City can (1) purchase materials ahead of time themselves and provide for the Contractor, or (2) issue the Contractor a preliminary NTP so that materials can be ordered as soon as possible prior to the actual construction start date.
- Select a design and construction method to reduce work/time, such as keeping existing C&G in place.
- Reuse existing palm trees on site (relocate if needed)
- **Adjust the design to accommodate existing traffic signal poles and intersection improvements as much as possible**
- Reduce median landscaping area/material costs as much as possible
- Utilize solar lighting and irrigation controllers
- Utilize CMB or native base materials. Recycle removed PCC and AC materials
- Reduce curb and gutter slot patch as much as possible ("neat cuts")

To ensure that we produce a well-engineered PS&E package with minimal number of construction contract change orders, we have a robust QA/QC process that is followed from beginning to end of the project. The QA/QC plan includes a number of steps including color-coded review comments, completion of review checklists, and independent peer review from senior staff to ensure the feasibility and constructability of the project.

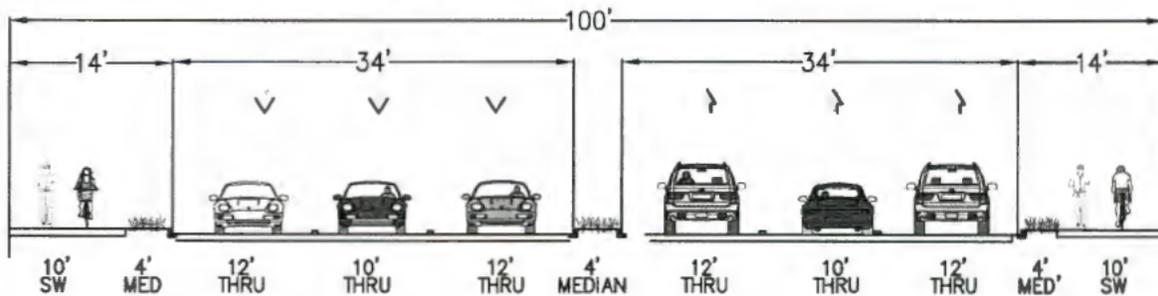
A constructability review also allows us to anticipate, as much as possible, potential construction problems; make improvements earlier in the design phase, and provide the City with adequate estimates, quantity takeoffs, and pavement cross sections.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

EXISTING CROSS-SECTION ON ADAMS AVENUE

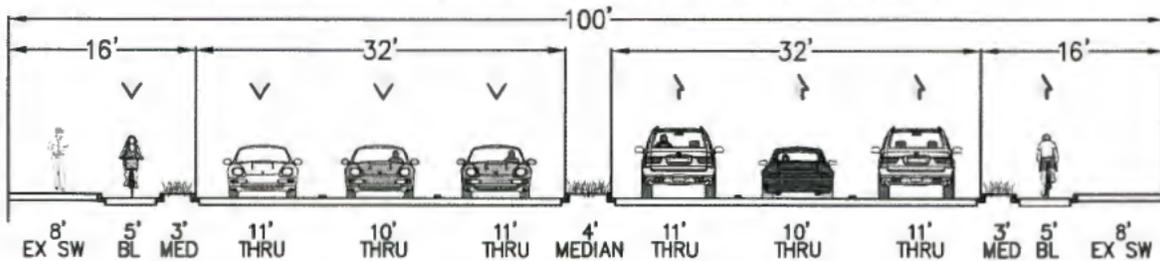


RFP PROPOSED CONCEPT ON ADAMS AVENUE



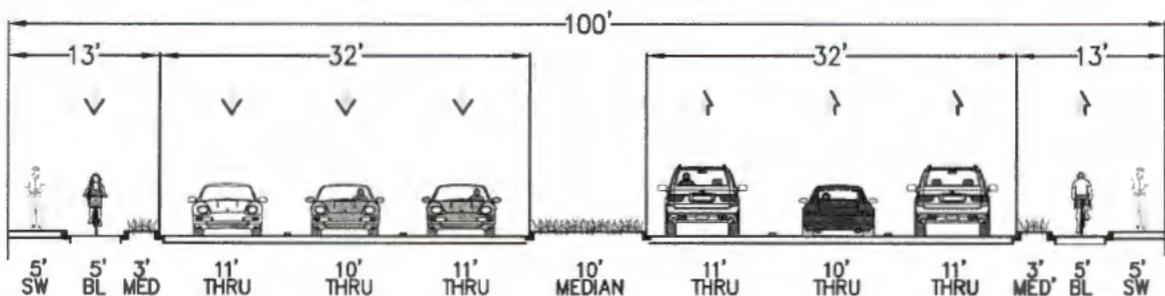
COST ESTIMATE: \$5,688,800
SCHEDULE: 8 MONTHS

ALTERNATIVE 1 TYPICAL CROSS-SECTION ON ADAMS AVENUE



COST ESTIMATE: \$4,765,950
SCHEDULE: 6 MONTHS

ALTERNATIVE 2 TYPICAL CROSS-SECTION ON ADAMS AVENUE



COST ESTIMATE: \$5,717,950
SCHEDULE: 7 MONTHS



PROJECT UNDERSTANDING/SCOPE OF SERVICES

SCOPE OF SERVICES

Task 1: Project Management and Administration

KOA will supervise, coordinate, and monitor the work on a continuous basis for conformance with the City of Costa Mesa's requirement. KOA will coordinate between City staff, subconsultants, other affected agencies, and utility companies including representatives from the underground Utility District. KOA will prepare meeting agendas and minutes for every meeting, and provide progress reports, invoices and the schedule updates as needed. KOA team will attend the following meetings:

Initial Meeting

Once the contract has been signed, Mr. Ray Wang, the KOA Project Manager will organize an initial meeting with the City of Costa Mesa to kick-start the project. Key staff from the KOA team, including sub-consultants, will attend the kickoff meeting. The meeting will serve to ensure the design team and City staff have a mutual understanding of tasks to be completed, the schedule of work, and any other logistics that need to be discussed.

Design Progress Meetings

The KOA team will schedule 5 progress meetings with the City PM and staff throughout the course of the project. Our subconsultants will attend meetings for as long as an active design task is in progress. The meetings are intended to update the City of project progress and discuss issues. We encourage that all staff related to different components of the project such as transportation, mobility, landscaping, street lighting, and traffic signals be present to have a constructive discussion and also be able to quickly decide on plan of action for issues.

Mr. Wang will work closely with the City, design staff, and sub-consultants to uphold the project schedule and budget. He will conduct weekly internal project meetings and maintain open lines of communication with all staff involved to advance the project. We strongly believe in proactive thinking and communication to minimize project delays. KOA will be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decisions on design issues. Mr. Wang will serve as the point of contact and liaison between the City's PM and stakeholders.

At the discretion of the City, KOA will act as the liaison between the City PM and Caltrans to obtain

environmental clearance for the project. In addition to obtaining environmental clearance, the City must obtain right-of-way certification and Authorization to Proceed with Construction. These efforts can be cumbersome, requiring extensive coordination with the Caltrans Local Assistance Engineer and environmental firm for preparing required studies (as needed). Grant management is provided as an optional task in this scope of work. KOA will maintain a log of deliverables and discussions to obtain environmental clearance.

KOA will also attend one meeting with the Bikeway and Walkability Committee and one City Council Meeting to present the project and report on impacts, benefits, and costs.

Deliverables

- Agenda & Minutes
- Project Progress Reports
- Invoices
- Updated Project Schedules
- ATP Grant Log

Task 2: Data Collection & Support

Record Drawings and Documents

KOA will request from the City record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, studies, reports, topographic maps, centerline ties, corner records, and as-built plans. KOA will assist the City in sending utility notification requests and compile any/all underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary. KOA will work closely with utility companies and municipalities to resolve any conflicts prior to final design. Utility notification responses will be logged in a Microsoft Excel database.

KDM Meridian, our Licensed Land Surveyor, will be responsible for all survey work. Based on the proposed improvement within the project area, a Topographic Survey will be developed at 1"=20' scale. The limits of the survey will begin 50-feet westerly of the bike trail entrances on the westerly side of the Santa Ana River and end 50-feet easterly of the stamped concrete crosswalk



PROJECT UNDERSTANDING/SCOPE OF SERVICES

at the westerly edge of the intersection of Adams Avenue and Harbor Boulevard. Survey will extend 100-feet northerly and southerly along intersections between these limits. Survey will be limited to existing right-of-way except where specifically extended beyond that limit as described herein. Survey will identify existing street improvements, including curb & gutters, all curb returns, driveways and driveway approaches (including width, X and Y, and 25 feet beyond property line), cross gutters and spandrels, drainage structures, fire hydrants, utility facilities, traffic signs, street lights, signal appurtenances, trees, fences, and retaining curbs, right-of-way limits and property lines. KDM will perform an "optional" service to establish the existing City right-of-way boundary and document all work in a "Before Conditions" Record of Survey for this project, if it is required.

Task 2: Site Investigation

KOA will conduct a comprehensive site investigation, walking the entire project area to investigate site conditions, drainage, needed repairs to the roadway pavement or PCC improvements, non-ADA compliant improvements, verify utility locations, project constraints, and note other typical and non-typical features. At signalized intersections, KOA will inventory traffic signal equipment and location. Photographs will be taken throughout the project area for use during design and for pre-construction reference. KOA will then update the base map and/or redesign the project as needed to reflect existing conditions.

Our proposal includes up to three field walks, one after the first and second plan check, with City staff to ensure accuracy depiction of existing conditions and improvements on the plans and specifications.

Deliverables

- Utility Notification Log and Responses
- Survey Base Map
- As-built Documents

Task 3: Preliminary Design

Utility Undergrounding

A significant element of the preliminary/conceptual design phase will be to provide the project team and stakeholders an opportunity to provide feedback in refining the project design. We propose to develop up to three (3) alternatives along Adams Avenue to illustrate/

identify the impacts due to the implementation of proposed improvements. The design will be overlaid on an aerial image and have colored representations of proposed improvements and typical cross sections. Alternatives will showcase the options in providing a cohesive corridor serving vehicles, pedestrians, bicyclists, and transit. We have provided two alternatives in our Project Understanding section that reduce costs by minimizing utility impacts and roadway rehabilitation, while taking full advantage of the federal ATP funding. We will also develop plant palettes and provide options for street furniture. Environmental impacts will be reviewed for each alternative.

Our goal is to clearly highlight the project's design features and identify the associated opportunities and constraints throughout the corridor. While meeting funding constraints and project goals, we will meet with the City to discuss the alternatives and plan of action for producing one final concept design for public outreach.

Public Outreach

Public outreach will be vital in garnering support and receiving input on proposed treatments, considering the diverse communities and stakeholders that use the corridor for their everyday needs.

KOA staff will conduct two (2) neighborhood meetings for this project. The first meeting will occur after the concept has been developed and the second should occur near the 90% completion of plans. The KOA Team will coordinate with City staff to identify stakeholders and community groups that the City considers critical for the project. At the concept stage, outreach attendees can provide feedback on design elements, voice their concerns, and ask questions. KOA will use our local knowledge and understanding of the project site's opportunities and constraints. We will utilize our local knowledge highlight project intent and benefits to the community. Utility undergrounding will also be a topic of discussion and the KOA Team will notify the community of the Utility District formation.

KOA will provide display boards and/or a power point presentation for each meeting to clearly display the concept. The displays will include colored renderings, cross-sections, and a birds-eye view of the project corridor. The proposed improvements will be overlaid on an aerial image to help stakeholders/public identify location and/or impact to private property, businesses, driveways, trees, landscape, etc.



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Throughout this process, the KOA Project team will collect feedback from all meetings provided by stakeholders. KOA staff will then compile the input received and prepare a database of issues and concerns. The meetings will be summarized and a Community Feedback Memorandum will be prepared and submitted to the City for discussion on design directives. Feedback from the first outreach meeting will be discussed with the City to refine the concept and move forward with the final design stage.

Environmental Clearance

The PES Form is the initial step in obtaining environmental clearance, requiring a preliminary evaluation of project impacts related to a variety of areas such as water quality, air quality, noise, traffic, parking, animals, plant species, cultural elements, and historical properties. KOA will complete this form for Caltrans' review in determining if more in-depth environmental studies are required. KOA will assist the City in procuring an environmental firm to prepare additional studies as required and continually coordinate with the City, Caltrans, and environmental subconsultant(s), to obtain environmental clearance. Because it is not known yet what environmental impacts the project will cause, if any, procurement of an environmental firm and the preparation of environmental studies are not included as part of our scope of services.

It should be noted that obtaining environmental clearance is one step of the grant process to obtain Authorization to Proceed with Construction (also known as E76). Our scope of services, per the RFP, is to assist the City in completing the PES Form, coordinate with Caltrans the comments, and assist the City retain an environmental consultant to complete any needed studies. Required studies may include but not be limited to historical property surveys, cultural studies, or hazardous soil studies. KOA is not responsible for completing environmental studies.

It is anticipated that the Project will result in minimal impact and will comply with the NEPA/CEQA provisions. Based on initial review, it is assumed that any potentially significant impacts will be able to be mitigated below the level of significance. The proposed project consists of planned improvements within existing public right of way. Should the City wish for KOA to provide grant management services past obtaining environmental clearance, an optional Grant Management task is provided in this proposal.

Hydrology/Hydraulic Analysis

The KOA team, led by Mr. Ray Wang, will gather and perform a thorough review of available drainage plans, the City of Costa Mesa's Master Drainage Plan, utility plans, drainage reports, and other plans relevant to the project. In addition, the team will investigate the existing hydrology and drainage conditions along the project alignment; perform a thorough field review of flow patterns, design constraints, and existing improvements; perform a hydrology study based on the 2-year, 10-year, and 50-year storm events utilizing the Orange County Flood Control District's methodology; and prepare a final analysis memorandum. The analysis will support whether or not it will be necessary to upgrade the existing storm drain piping system (existing corrugated metal pipe to reinforced concrete pipe) and catch basin relocation due to the proposed street reconfiguration. The final report will consist of a project narrative, hydrology and hydraulic calculations, and drainage concepts.

Water Quality Management Plan

The KOA Team, led by Mr. Ray Wang, will work with the City in meeting Low Impact Development (LID) requirements and prepare a water quality management plan (WQMP) for the project. KOA will identify the required BMPs per site conditions. Soil and infiltration testing shall be performed for LID design. Under this task, we will incorporate storm water runoff control and pollution prevention BMP measures into the specifications and plans for the project to satisfy storm water compliance requirements.

Deliverables

- Alternative concept plans (up to 3)
- Outreach materials, presentation, and feedback memorandum
- Preferred alternative (30% design)
- Hydrology/Hydraulic Report
- Water Quality Management Plan
- Preliminary Environmental Study (PES) Form
- Approved Categorical Exemption/Categorical Exclusion Determination Form

Task 4: PS&E Design

The KOA team will prepare a quality PS&E package at the 70%, 90%, and Final submittal of the project. Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.



PROJECT UNDERSTANDING/SCOPE OF SERVICES

- Title Sheet
- General notes
- Typical sections, details, and notes
- Demolition
- Street improvement
- Drainage/LIDs
- Water improvements (if needed)
- Utility
- Stage construction
- Street lighting
- Traffic signal
- Communication/ITS
- Street furniture
- Irrigation
- Landscape
- Signing and striping

Below is a detailed description of our scope in successfully preparing a construction package for the project:

CONCEPT PLAN

After the City has approved the concept plan, we will develop improvement plans and details to encompass all aspects of the design. Our focus will be to provide safe multi-modal connectivity, maintain proper drainage, conform to ADA requirements, enhance aesthetics and functionality, and address any subsequent improvements needed due to new grades and/or complex existing conditions.

The KOA team will use AutoCAD Civil 3D software and apply its dynamic capabilities to eliminate annotation errors during plan production. We will use Civil 3D to create an existing surface based on survey data, and design a proposed surface to simulate the intended design. A proposed profile will be generated based on the proposed surface and displayed on the plans for vertical control during construction. The street improvement plans will be 1"=20' scale and contain necessary vertical profile, horizontal control, construction notes, and applicable details.

STORMWATER

The federal Clean Water Act (CWA) provides that National Pollutant Discharge Elimination System (NPDES) permits for Municipal Separate Storm Sewer Systems (MS4) must require municipalities to reduce pollutants in their storm water discharges to the maximum extent practicable (MEP). The proposed invasive could be significant and increase the impervious area of the corridor, therefore,

implementation of BMPs/LIDs should be considered. KOA will coordinate with the City to determine if any sustainable infrastructure is desired.

For proposal purposes, we assume there will be a degree of sustainable bioretention infrastructure within the median island and/or parkway. The first step is to determine the size, location, and hydraulic capacity of the bioswale/bioretention planters that will run adjacent to the sidewalk. The planters will be engineered to capture, treat, and infiltrate stormwater runoff. The results of the hydrology study will help the team design supplemental facilities to capture and infiltrate any remaining stormwater runoff during a large storm event. Any overflow will bypass the LIDs and enter the existing storm drain infrastructure. The KOA Team will develop details for the bioretention systems and required connection to existing storm drain facilities (if needed).

As a result of the curb reconstruction and roadway reconfiguration, we anticipate there will be impacts to most of the existing catch basins. One of our first steps will be to contact the City to discuss each impacted catch basin, collect available as-built data and develop work plans to drainage design and any permit process. KOA will prepare drainage plans at 1"=20' scale in accordance with County/City standards. Each impacted catch basin will need to be reconstructed in-line with the proposed curb face. The lateral line will also need to be partially reconstructed and/or modified as necessary to provide connectivity to the storm drain main line. The existing Corrugated Metal Pipe (CMP), if any, will be replaced with Reinforced Concrete Pipe (RCP).

The KOA team will depict the undergrounding of utilities, through the Underground Utility District, into the project plans. Limits and connections to underground facilities will be designed as part of this project. KOA will coordinate with the City, Underground Utility District, and utility agencies to best design the project incorporating the undergrounding of utilities, especially utility vault and access cover locations. Other utility adjustments and relocations will be developed per each utility agency and City requirements. The KOA Team will coordinate with related agencies for the plan submittal and review process concurrent with each submittal to the City. Utility coordination will be a critical item for the project. We will make every effort in producing clear and high quality construction documents to assist the project.



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Street Lighting

The RFP has identified the need to install and/or relocate street/pedestrian lighting along Adams Avenue. After the concept has been approved, we will prepare street/pedestrian light illumination and uniformity calculations using AGI32 lighting design software. The calculations will be prepared to meet the Illuminating Engineering Society of North America (IESNA) lighting criteria and Caltrans requirements. This data will be used to determine the initial spacing of the pedestrian lights. We will review the placement/location of each street light to confirm there is no visible conflict with existing improvements and/or utilities. The lights will be installed per the Greenbook (SPPWC) and local specifications. KOA will also coordinate with Southern California Edison (SCE) to identify service point of connections and pedestal placement. The plans will clearly identify all existing, proposed, and removed equipment to correspond with the proposed improvements. The street lighting/electrical plans will be produced at a 1"=40' scale unless otherwise directed. Upon request, KOA will provide the light illumination and uniformity calculations.

Traffic Signals

KOA will prepare traffic signal modification plans at the following five (5) possible intersections:

- Adams Avenue & Harbor Boulevard
- Adams Avenue & Royal Palm Drive
- Adams Avenue & Mesa Verde Drive East
- Adams Avenue & Placentia Avenue/Mesa Verde Drive West
- Adams Avenue & Shantar Drive/Albatross Drive

Each intersection will be designed to include physical and operational accommodation for the roadway reconfiguration and new bike and pedestrian control. KOA has extensive experience in traffic signal design and will utilize that knowledge to identify potential issues early in design. The signals will be designed to comply with current Caltrans and California Manual for Uniform Traffic Control Devices (CA MUTCD) standards.

KOA will provide a detailed traffic signal plan within the PS&E package for each location. The plans will clearly identify all existing, proposed and removed traffic signal equipment to correspond the overall design intent. The traffic signal modification plans will be 1"=20' scale unless directed otherwise.

Communications/ITS

Due to the scale of this project, we encourage the City to take advantage of the opportunity to build up the traffic management system (TMS) via ITS infrastructure within the project limits. KOA will coordinate with the City on the existing network/communication along Adams Avenue and make recommendations based on future needs and trends in technology.

The efficiency of a TMS operation and effectiveness of a centralized traffic control are based on a well-developed data transmission network. It is understood that fiber optic communication is one of the backbones of the ITS system, but it may not be able to provide a fully functioning network without a state-of-art Ethernet switch. The current trends of digital data transmission between signalized intersections to TMC demand more bandwidth and higher speed. Furthermore, to accommodate a V2I system, the data transmission rate will need to be increased dramatically. V2I technology to show countdown signal status are already deployed in Audi's vehicles in 2017 and more auto manufacturers will follow. The V2I technology can transfer the data for local ITS devices via DSRC, Bluetooth or Wi-Fi. The upgrade of the signal system to future standards always sounds exciting but also requires the operator to consider the cost effectiveness and available budget. The opportunities for ITS and TMS component expansion and improvements should be prioritized and deployed for the near term and long term. We will assist the City with determining the necessary ITS and signal equipment for the project based on City demands, investigation inventories, capabilities of interconnection network, future expandability, and cost effectiveness.

KOA will develop a communication/ITS plans for the corridor. The communication plans will be 1"=40' scale unless directed otherwise.

Street Furniture/Site Amenities

At the discretion of the City, Cornerstone Studios will further develop detailed plans for the proposed bus shelters/benches, trash receptacles and any additional site amenities. The plans will include location, dimensions, color, materials, installation details, and fabrication details and specifications.

Landscape/Irrigation

Cornerstone Studios will build upon approved concepts and develop comprehensive construction plans for landscape and irrigation. Any proposed street trees will



PROJECT UNDERSTANDING/SCOPE OF SERVICES

be located strategically to avoid utilities and viability conflicts.

The irrigation system will be designed with water conservation in mind and compliance to State and local regulations. The system will include highly efficient water irrigation components and energy efficient, smart controller equipment. The system will be designed in accordance with local, County, and State standards.

Special coordination with the serving electrical utility will be required to provide irrigation connections. We will make direct contact with the serving utility as required to secure electrical service.

Signing & Striping

We will utilize the California Highway Design Manual (HDM), CA MUTCD, and local standards to provide an acceptable alignment throughout the project corridor. Signing and Striping Plans will be prepared for the new roadway alignment, bicycle facilities, and pedestrian facilities as needed. The plans will show the location of all proposed traffic signs, stripes and markings, and the proper disposition of all affected existing signs and markings. Any work required to transition the proposed stripes to join with existing stripes on intersection approaches will also be provided. We will provide signing & striping plans for the corridor at 1"=40' scale unless directed otherwise.

Stage Construction

KOA will develop a construction staging scheme for the project, and conduct construction phasing analysis. The goal of construction phasing analysis is to minimize impacts to circulation due to construction-related activities such as street closures and detours. KOA will also determine the appropriate schedule for the Contractor to construct the different project elements. Construction traffic detouring shall provide for a minimum of one lane of travel in each direction during off-peak hours and two lanes of travel in each direction during peak hours.

Specifications & Estimates

KOA will provide the City with technical specifications and a probable cost of construction concurrent with each submittal (70%, 90%, & Final PS&E). KOA will obtain the City's boilerplate specifications. Technical specifications will be completed in Word format, and the engineer's estimate will be completed using Excel. The cost will be itemized and display anticipated bid items, quantity

of material, and unit cost for each item. The prices will reflect anticipated construction year cost unless directed otherwise.

We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

City Review

KOA has allotted three weeks for various City departments to review the 70% PS&E package. After City review is complete, KOA will meet with the City review team to discuss comments and finalize the list of needed improvements. It may be necessary for outside agencies such as OCTA, SCE, Fire, and Utility District to review the plans at this point as well. KOA will keep a log of comments and plan of action.

KOA has allotted three weeks for various City departments to review the 90% PS&E package. After City review is complete, KOA will meet with the City review team to discuss comments and finalize the list of needed improvements. KOA will keep a log of comments and plan of action. KOA will then refine the plans to present a schematic representation of the project corridor that can be used to present at the second neighborhood meeting, Bikeway and Walkability Committee meeting, and City Council Meeting.

Since federal funds are to be used to implement the project the proposed scope of work should also include coordination with those agencies, completion of required forms and approvals, and the conduct of environmental clearance.

Deliverables

- Meeting agendas & minutes
- 70%, 90%, & Final Plan, Specification, Estimate submittals in both paper and electronic format
- Repose to comments matrix

Task 5: Bid/Construction Support

Following submittal of the final plans, specifications, and estimate KOA will provide on-call services to the City for the following:

- Attendance of pre-bid meeting
- Response to bidders questions and RFIs



PROJECT UNDERSTANDING/SCOPE OF SERVICES

- Prepare any needed addenda
- Attend pre-construction meeting
- Attendance at in-progress meeting Provide master submittal list
- Field visits during construction Review of shop drawings, submittals, and change orders
- Response to RFIs
- Minor design changes
- Prepare as-built drawings

The project team and key sub-consultants will be available throughout the project's construction. We are very familiar with contractor's methodology and are confident that our construction documents and construction support will limit potential change orders. We understand the importance of prompt response to submittals and RFIs, to prevent delays during construction.

Optional Tasks

Twining Inc., our geotechnical engineering subconsultant, will conduct a minimum of 12 cores within the project limits to conduct geotechnical analyses. We understand that the City is requesting R-Value tests from all core locations, but we believe this may be excessive for this size of project and recommend performing 8 R-Value tests (approximately one every 1,000 feet) instead.

Cores for R-Value tests will be hand excavated to a depth of 3 feet or refusal, whichever is shallower, in accordance with the ASTM 5361M-14 standard. We anticipate performing the cores in three 8-hour shifts. The results of our field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide pavement section recommendations. Pavement structural thickness design will be performed following the latest California Highway Design Manual. A geotechnical report will be prepared to summarize the data collected and present our conclusions, and recommendations for design and construction of the proposed project.

We recommend performing percolation tests at potential stormwater storage system locations to evaluate infiltration rates of subgrade soils. The tests will gauge whether bioswales or detention basins can be incorporated into the landscape areas. Percolation testing will be completed over two days. Boring locations will be backfilled with soil cuttings. Traffic control for all field work shall follow the latest edition of the CA MUTCD.

Potholing

If needed, Twining will conduct the potholing services for City-owned storm drains and traffic signal conduit facilities to identify all underground conflicting utilities. KOA shall get approval in writing by the City's PM to do the potholing. Per the RFP, we have allocated \$10k for utility potholing. Based on the current market rates, the allocation will provide approximately 10 potholes.

Potholing crews will excavate soils using hydro-excavation (high pressured water spray with vacuum). This allows for safe and efficient removal of soil around a utility without risk of damage to the utility itself. All soils are vacuumed into a fully contained holding tank. The cost for potholing will include traffic control preparation, submittal, and approval. It also covers surface repairs using AC Hot Mix.

A comprehensive report will be prepared reflecting all data researched on site. This information will be used to identify any potential conflicts and alter the design as necessary.

ATP grant funding requires knowledge of Caltrans' Local Assistance Procedures Manual (LAPM) and Local Assistance Programs Guidelines (LAPG) and having good working relationships with Caltrans District 12 staff. It is anticipated that managing the ATP grant may include, but is not limited to the following list of tasks. KOA offers support to the City as needed to obtain E-76 for the project.

- Preliminary Environmental Study (PES) Form and additional studies, if required
- Right of Way Certification
- CEQA Approval
- NEPA CE Approval
- Financial letters and data sheets
- Authorization for Utility Relocation, if necessary
- Follow-up and Response to Comments from Caltrans/OCTA
- Preparing construction Request for Authorization (RFA) packages, which include PS&E requirements
- Assisting with federal bid package requirements, setup of proper filing systems, reporting and monitoring requirements
- Invoicing support & proper file keeping to support a clean audit review
- Submission of quarterly reports, performance reports, and yearly reports



PROJECT UNDERSTANDING/SCOPE OF SERVICES

Funding agencies require that certain documents are submitted throughout the project lifespan. There may be differentiation in the type of documentation required for submittal depending on certain conditions, such as the funding source (state or federal) and project scope of work. Listed below are a few documents (in no particular order) that will need to be submitted. This list will vary if the City participates in Caltrans' Pilot Program for requesting authorization.

- Request for Authorization to Proceed with Construction (Exhibit 3-D or Exhibit 3-A)
- Local Federal-Aid Finance Letter (Exhibit 3-O)
- Federal-Aid Invoice (Exhibit 5-A)
- Preliminary Environmental Study (Exhibit 6-A)
- Categorical Exclusion (Exhibits 6-E, 6-F)
- Preliminary Estimate of Cost (Exhibit 12-A)
- Right of Way Certification (Exhibit 13-A)

Maintaining a project's schedule will require significant coordination between all parties involved in the project. Common causes for deviation from the project schedule will likely result from unexpected submittal requirements, miscommunication between parties, and absence or lack of task leaders managing grant related efforts. Challenges faced when attempting to follow a project schedule have included prolonged review periods from Caltrans for required studies and documents such as the Preliminary Environmental Study (PES), Historical Property Survey Report (HPSR), and Right-of-Way Receipts. These documents often require Caltrans to review the studies and may also require some effort from Caltrans staff to contact external parties that may be impacted by the proposed project. The following tasks provide details on KOA's efforts to ensure that scheduling impacts are mitigated or absent through coordination efforts with all parties involved in the project.

Coordination

KOA will need to be involved in all phases of the project. This will require that we coordinate with City staff and consultants involved in the PS&E process. City staff will be informed of all required documentation and additional grant management efforts at each phase of the project from beginning to end. For this project, KOA would be the consultant preparing the PS&E which eliminates the design coordination effort.

In our previous experiences with grant funded projects, the project agency will handle most coordination efforts with the funding agency. However, this task may prove

too demanding for many agencies that do not have the resources or staff to ensure that the funding agency is making progress on reviewing submitted documents, approving forms, or performing any work necessary for certain phases of the funded project.

Documentation of all forms of communication with funding agencies have proven instrumental in our previous experience with funding agencies. Funding agencies may reassign staff numerous times throughout the duration of a project. This will negatively impact the project budget and deadlines since each new funding agency staff member will require time to review the project and may choose to re-start the process. KOA will document all forms of communication in a conversation log as opposed to keeping track of e-mails and separate documents. This log may be provided to funding agency staff via email, conference calls, or meetings to ensure that any new funding agency staff is updated with their responsibilities and current project status.

QUALITY CONTROL

A key factor to project success is accountability. Mr. Chuck Stephan, QA/QC Manager, will be accountable to the City to deliver on what is outlined in this proposal. We fully understand this principle, and utilize our internal quality assurance and quality control (QA/QC) procedure to support our efforts throughout the life of the project. Our QA/QC involves having deliverables go through a minimum of two stages of internal review before submitting to an agency for review and approval. The first stage of internal review involves a peer review by an experienced engineer. The second stage of internal review involves reviews by one or more senior-level registered engineers, each individually with over 15 years of engineering experience. Each reviewer confirms that deliverables reflect the appropriate improvement scope and conform to the approving agency's standards and format. The reviewers verify that all comments have been properly addressed on revisions we prepare. Prior to completion of the 90% PS&E, we will perform a constructability review, which entails going out to the project site with the plans and having a detailed walk-through of anticipated construction activities. The goal of this exercise is to view the project from the contractor's perspective and identify potential construction change orders. We will then make necessary adjustments to the plans to limit any issues during construction.



PROJECT UNDERSTANDING/SCOPE OF SERVICES

This QA/QC approach has led to a high level of quality in our engineering plans, and we believe our firm has established a strong reputation with a number of agencies for producing high quality work products. Mr. Stephan will ensure that KOA's QA/QC process is followed and that appropriate senior staff are assigned to review all products.

BUDGET/SCHEDULE CONTROL

Equally important to producing high quality deliverables is maintaining the project budget and schedule. KOA's project managers conduct weekly internal workload meeting with all staff to discuss project status, deadlines, action items, pending questions, and any other pertinent information to determine if the project is on-track or additional resources are needed. KOA's project managers are also equipped with Deltek Vision accounting software. This provides real-time project budgets, expenses, reimbursable, hours spent, and remaining funds for each project task. We closely monitor the financial status of the project to make sure we are on budget. These tools allow us to maintain momentum on project and minimize unwarranted delays and contract amendments.

KOA's proposed schedule is presented on page 23.



PROJECT TEAM

FIRM PROFILE

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

SUBCONSULTANTS

KOA is enlisting the services of three subconsultants. The table below identifies the proposed firms and the services each will provide for this project.

FIRM & RESPONSIBILITY	PROFILE
KDM MERIDIAN LAND SURVEY & ASSOCIATED SERVICES Michael Simon, PLS (949) 768-0731 Ext. 104 marketing@kdmmeridian.com CA SBE	KDM Meridian is a professional land surveying consulting firm specializing in GPS, LIDAR scanning, conventional land surveying, and project mapping. Established in February of 2000, KDM Meridian has rapidly built a growing clientele by offering professional and technical services to public and private clients. Their clients range from local, regional, state, and federal agencies. The firm is currently fielding two survey crews on a regular basis, with the ability to provide up to four two-man crews. In-house personnel provide boundary, right-of-way and topographic surveying and mapping, as well as construction staking, legal descriptions, and related land development functions.
TWINING GEOTECHNICAL INVESTIGATION & ASSOCIATED SERVICES Amir Ghavibazoo, PhD (562) 426-3555 aghavibazoo@twininginc.com	For over 100 years, Twining has taken pride in our reputation for quality, reliability, and expertise in providing geotechnical, materials testing, and construction inspection services. As one of California's largest service providers, our firm has the in-house resources to meet the changing needs of complex construction projects from multi-building hospital campuses to interstate highways. We employ some of the industry's most well-known construction materials experts who perform research and consult with regulatory agencies to shape the future of construction standard practices.
CORNERSTONE LANDSCAPE ARCHITECTURE & IRRIGATION WooJung (Jeff) Kim (714) 973-2200 x104 jeff@csstudios.com	Cornerstone Studios, Inc. (CSI), a California corporation established in 1998, specializes in landscape architecture, park planning, urban design, and resource analysis. CSI is a professional services firm whose projects encompass a wide range of the built environment, with emphasis on outdoor improvements, park and recreation areas, transportation facilities and streetscapes, and more. As a design-oriented firm, the principals believe successful projects are created when all involved are committed to a full partnership in the creative process. Their goal is to bring the collective experience of the client, the users, and the design team to bear on each project. Their approach encourages close interaction and exchange of ideas while insuring that the project is managed within the allotted budget and time. This is accomplished by engaging experienced individuals and by using the latest technology to convey the design in a clear and accurate manner.

TYPES OF SERVICES

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

YEAR FOUNDED
 1987

FORM OF THE ORGANIZATION
 S Corporation

SBE

LOCATION OF OFFICES

Monterey Park
 Orange
 Ontario
 San Diego

PROJECT OFFICE LOCATION

2141 W Orangewood Ave
 Orange, CA 92868
 Tel: (714) 573-0317
 Fax: (714) 573-9534

MAIN CONTACT

Ray Wang
 Project Manager
 (714) 923-6288
 rwang@koacorp.com

PROJECTS



CITY OF LONG BEACH DOWNTOWN CLASS IV SEPARATED BIKE LANES ON BROADWAY AND 3RD STREET

LONG BEACH, CA

KOA Corporation - Prime Consultant

KOA began the design of protected bicycle lanes (cycle tracks) in 2008 along Broadway and Third Street, two streets that form a one-mile long one-way couplet through downtown Long Beach. The experimental phase opened in 2011 and was paid for with developer fees. The cycle tracks were placed on the left side of the street with bicyclists traveling in the same direction as motor vehicle traffic. A raised asphalt berm and parked cars separated bicyclists from roadway traffic. At signalized intersections, new bicycle signals controlled potential conflicts between cyclists and left turning vehicles. In its before-and-after study of the project, KOA found that bicycle ridership increased while collisions decreased. In 2013, KOA was hired to design a permanent version of the cycle track. During this period, alternative alignments were examined such as converting the one-way cycle track to two-way flow or contraflow. The City originally chose to keep the existing cycle track orientation. KOA prepared a bid document for the construction of improvements, but during the bid process, the City decided to place bicyclists on the right side of each street instead. KOA was hired to issue an amended design package accordingly. The designs included the removal of left turn signals and bicycle signals, relocating on-street parking, and resolving sight-distance issues to avoid conflicts between bicyclists and right-turning vehicles.

CLIENT NAME

Onofre Ramirez
Senior Civil Engineer
(562) 570-6183
Onofre.Ramirez@longbeach.gov

YEAR

2008-2018

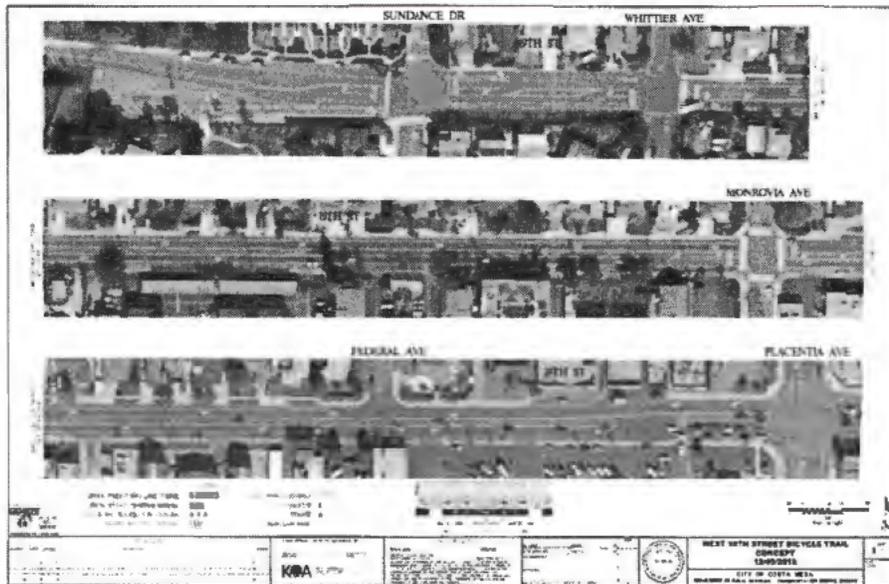
CONSULTANT COST

\$512,988

STAFF

Ray Wang
Min Zhou
Chuck Stephan
Ryan Calad
Walter Okitsu
Martin Varona
Thao Le

PROJECTS



CLIENT NAME

City of Costa Mesa
 Jennifer Rosales
 Transportation Services Manager
 (714) 754-5180
 jennifer.rosales@costamesaca.gov

YEAR

2015-Ongoing

CONSULTANT COST

TBD

STAFF

Ray Wang
 Chuck Stephan
 Min Zhou
 Ryan Calad
 Walter Okitsu
 Martin Varona
 Thao Le

CITY OF COSTA MESA 19TH STREET ON AND OFF-STREET BIKEWAY BETWEEN PLACENTIA AVENUE AND THE GREENVILLE-BANNING CHANNEL

COSTA MESA, CA

KOA Corporation - Prime Consultant

The City of Costa Mesa is taking the lead to improve its bicycle connectivity by providing new bicycle facilities along 19th Street, from Placentia Avenue to Balboa Boulevard, continuing through Talbert Regional Park to the Santa Ana River Banning Channel Bikeway. The new facilities will transit existing streets, partially developed streets, and natural habitat areas, within the jurisdictions of the County of Orange and the cities of Costa Mesa and Newport Beach. The project length includes a Class II bike lane, a Class I bike trail, and a multipurpose trail. Funding is through Federal Active Transportation Program (ATP) grants administered through the State of California. KOA is providing "turn-key" project design services, which includes preliminary engineering and alternatives analysis; the preparation of construction-ready bid documents consisting of complete plans, specifications, and a construction cost estimate; and the completion of required federal forms, including the Request for Authorization to Proceed with Construction, among others. The 19th Street bikeway will provide an important east-west connection within Costa Mesa, as well as access to the regional bike system along the Santa Ana River.

PROJECTS



CITY OF TEMPLE CITY ROSEMEAD BOULEVARD SAFETY ENHANCEMENTS DESIGN/STUDY

TEMPLE CITY, CA

KOA Corporation - Subconsultant/Prime Consultant

KOA produced conceptual geometrical layouts for Rosemead Boulevard from Callita Street near the northern City boundary to the railroad grade separation at the southern City boundary, approximately 2 miles. The plan identified locations for proposed curb lines, bulb-outs, center raised medians and verified the feasibility of providing adequate lane widths, transitions, and on-street parking lanes. KOA also conducted traffic impact and parking analyses for the project. KOA worked with the City to define two project design alternatives, and produced final design plans. The final design plans included preparation of signing & striping plans and traffic signal modifications plans to accommodate the proposed bulb-outs and installation of Class II bike lanes, as well as upgrade of traffic signal equipment to include count down pedestrian signal indications and push buttons to conform to MUTCD and ADA requirements. We also prepared street lighting and decorative pedestrian lighting plans along the route to enhance pedestrian safety. A unique feature of this project is the separated (buffered) bike lanes, or cycle tracks, situated between the parking lanes and sidewalks. This project received a 2014 Merit Award in Urban Design from the AIA California Council, won the ASLA Southern California Chapter "Quality of Life" award (2014), and was selected for a "Best 10 new bike lanes of 2014" recognition from the PeopleforBikes organization.

CLIENT NAME

City of Temple City
Vincent Vu
Council Member
(626) 285-2171
vincevu@templecity.us

YEAR

2011-2014

CONSULTANT COST

\$174,700

STAFF

Stephen Bise
Walter Okitsu

AWARDS

AIA California Council, 2014 Merit Award in Urban Design

ASLA Southern California Chapter, "Quality of Life" Award, 2014

PeopleforBikes, "Best 10 new bike lanes of 2014" Recognition

PROJECTS



SLAUSON AVENUE REHABILITATION

LOS ANGELES COUNTY, CA

KOA Corporation - Prime Consultant

KOA was the prime consultant on the rehabilitation of Slauson Avenue for the County of Los Angeles. This project was one of our on-call work orders for LA County Department of Public Works. The purpose of the project was to enhance the physical and aesthetic condition of the public right-of-way to correspond with revitalization investments in the adjacent businesses. The project included sidewalk and curb repairs, pavement patching, grind and overlay of the pavement surface, sidewalk ramp upgrades, traffic signal detection, pedestrian lighting, landscaping, and bioswale construction. KOA's responsibilities included coordination with multiple divisions at LACDPW and preparation of plans, specifications, and estimates. The estimated construction cost of this 2,000 foot-long project is \$1.6 million.

CLIENT NAME

LA County Department of Public
Works, Programs Development
Division
Christopher Hudson
(626) 458-3988
chudson@dpw.lacounty.gov

YEAR

2013-2017

CONSULTANT COST

\$1.6 Million

STAFF

Stephen Bise
Edward Okitsu
Chuck Stephan



PROJECTS

CHAPMAN AVENUE REHABILITATION, GARDEN GROVE, CA | 2016
KDM conducted record rights-of-way, centerline mapping, and a 1" = 40' aerial survey. They surveyed 100-foot cross-sections, conducted detailed surveys of 13 intersections, collected existing utility data, and provided a base mapping compilation for 4,900 linear feet of roadway.

CITY OF GARDEN GROVE
Mark Uphus, Sr. Civil Engineer
(714) 741-5375
marku@ci.garden-grove.ca.us

LAMBERT ROAD REHABILITATION, LA HABRA, CA | 2017-2018
KDM conducted record centerline and right-of-way compilation, aerial mapping, cross-section surveys at 50-foot intervals, detailed surveys of intersections for handicap ramp design, and base mapping compilation for 17,500 feet of right-of-way.

HARRIS & ASSOCIATES
Randy Berry
Director of Engineering Services
(949) 566-3900
Randall.Berry@weareharris.com

MULHOLLAND GAP CLOSURE, CALABASAS, CA | 2017
KDM conducted record right-of-way and centerline mapping, a 1" = 40' aerial survey, 50-foot cross-sections, and base mapping compilation for 1,100 linear feet of Mulholland Highway and 1,000 linear feet of Old Topanga Canyon Road.

KOA
Stephen Bise (on the project team for this proposal)
sbise@koacorp.com

KOA was the prime consultant for this project.

LONG BEACH 6TH STREET BIKEWAY PROJECT, LONG BEACH, CA
The City of Long Beach started construction on this 2.5-mile bicycle boulevard along Sixth Street. The path ran from the end of Bellflower Boulevard, west to Junipero Avenue. A major roundabout to move traffic was added at the intersection of Sixth Street and Park. Curb extensions, a bike detector loop, and custom signage pushed the cost to \$1.1 million, with \$903,100 of that being the construction contract. All of the money came from transportation and capital project grants. This stretch of bicycle boulevard was called out in the City's Bicycle Master Plan.

CITY OF LONG BEACH
Teodoro Noel
Project Manager
(562) 570-5384

LONG BEACH SHOEMAKER BRIDGE REPLACEMENT, LONG BEACH, CA | 2015-ONGOING
The existing Shoemaker Bridge is an extension of Shoreline Drive in Long Beach that traverses the Los Angeles River. Twining's scope of work includes drilling several deep borings and cone penetration tests (CPT), up to 200 feet deep, in the river using an amphibious carrier with drill rig and CPT device. The borings and CPTs will be advanced up to 200 feet below the mudline of the river bottom. Samples and information from the borings and CPTs will be used to develop deep foundation recommendations for support of abutments and the bridge span over the river. Additional borings and CPTs on the land side will be performed to develop geotechnical recommendations for retaining walls and new pavements.

HDR ENGINEERING
Mario Montes
(714) 730.2339
mario.montes@hdrinc.com



PROJECTS

Twining

SIMI VALLEY ARROYO SIMI GREENWAY BIKE TRAIL | SIMI VALLEY CA | 2016-2017

The Arroyo Simi Bike Path is a multi-use trail that runs on both sides of the Arroyo Simi Flood Control Channel. The first two phases (one for each side) included an upgrade of two miles of trail with a new asphalt bikeway, 20 new access trail entries, signage, site amenities, and signalized crossings. As a part of our on-call agreement with the City of Simi Valley, Twining was selected to provide geotechnical design work as well as testing and inspection of soils and concrete to aid the third phase of this project, which includes the construction of a new paved trail and drainage trail as well as the relocation of a park.

CITY OF SIMI VALLEY
Faud Shamout
(805) 583-6700
fshamout@simivalley.org

BRISTOL STREET MEDIAN PROJECT, COSTA MESA, CA | 2014-2018
KOA investigated ADA deficiencies in the entire Rancho Palos Verdes Hesse Park area, including restrooms, walking paths, and other amenities. Our report included descriptions, a map of deficient locations, and estimated costs for remediation.

ANDERSONPENNA
Matt Stepien
(949) 428-1500
MStepien@andpen.com

CITY OF LONG BEACH DAISY-MYRTLE 9.5 MILE BIKE BOULEVARD, LONG BEACH, CA | 2015-2018

This is a 9-mile bike boulevard project, aligning north-south from Daisy Avenue to Myrtle Avenue in the City of Long Beach. CSI was responsible for developing and presenting drought tolerant landscape design options for the traffic circles, roundabouts, and medians along this corridor. CSI coordinated with the City and engineers in developing bio-retention and bioswales where feasible as part of storm water best management practices.

CITY OF LONG BEACH
Steve Tweed
Transportation Planner
(562) 570-6266
Steve.Tweed@longbeach.gov

KOA was the prime consultant for this project, which was opened in December 2018.

OCTA/CITY OF SANTA ANA OC STREETCAR, SANTA ANA, CA | 2016-2018

The landscape treatment for the OC Streetcar route consists of paving and drought tolerant planting of raised medians. The developed paving patterns were inspired and influenced by both the theme of the rail and the historic architecture found throughout the downtown district. Finding a deeper connection between the new and existing design allows for a richer aesthetic that can allow the site to have a timeless character.

HNTB
Terry Nash
(480) 262-5994
tnash@HNTB.com

CSI



PSA COMPLIANCE

KOA will comply with the Professional Services Agreement requirements and the insurance requirements for the City of Costa Mesa. We do not take any exceptions or have any conditions to the agreement. Proof of our standard insurance policies are shown in the document below. We have the resources to provide alternate/supplemental insurance, if required.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/24/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739		CONTACT NAME: Alison Olsen PHONE (A/C, H/A, Exp.: 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL: Insurance.Certificates@Dealeyrenton.com ADDRESS:				
INSURED KOA CORPORATION KOA Corporation 1100 Corporate Center Dr #201 Monterey Park, CA 91754 323-260-4703		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Ameri 25674 INSURER B: XL Specialty Insurance Co. 37885 INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER: 1777953194 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		800H999428	3/13/2018	3/13/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X Hired AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY		BA2A10968	3/13/2018	3/13/2019	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CJP6464Y033	3/13/2018	3/13/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe when: DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB2L459300	9/19/2018	9/19/2019	X PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made		OPR9922841	3/13/2018	3/13/2019	\$2,000,000 per Claim \$2,000,000 Annual Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability. AM Best's Rating on all policies above, A/XII or greater AS EVIDENCE OF COVERAGE(S)						
CERTIFICATE HOLDER			CANCELLATION 30 Day Notice of Cancellation			
SAMPLE			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE Alison Olsen			

ACORD 26 (2016/03)

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Debarment Statement
(For consulting agreements >\$25,000)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension,
34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.



Consultant Signature

January 8, 2019

Date

Chuck Stephan, Director of Construction Management
Typed or Printed Name



APPENDIX | RESUMES

SHOUWEI (RAY) WANG, PE
PROJECT MANAGER | WATER QUALITY/HYDROLOGY/HYDRAULIC STUDY
TASK LEADER | DESIGN TASK LEADER
KOA | *Senior Engineer*

Mr. Ray Wang has 23 years of civil and transportation engineering experience as a project manager/lead project engineer while managing and designing highways, rail/transit facilities, and other major transportation infrastructure. His experience spans all phases of project development, from conceptual planning to final design and construction engineering. He manages and designs his projects with a keen business awareness, carefully planning and monitoring the scope, budget, schedule, and production while concentrating on specific technical challenges and details.

RELEVANT EXPERIENCE

Port of Long Beach Pier J Bike/Ped Path PS&E, Long Beach, CA

Project Manager The KOA team helped POLB design their first bike path, which will run adjacent to various tourist attractions. A combination of bike lane types; innovative bike facilities; landscaping; wayfinding signs; and various other amenities will be provided for pedestrians and bicyclists along the south shore ocean-front area. Mr. Wang is providing project management and coordination with the project team, POLB, and the project stakeholders.

City of Long Beach Daisy-Myrtle 9.5 Mile Bike Boulevard, Long Beach, CA

QA/QC Engineer. KOA designed this 9.5-mile bicycle boulevard. We provided a range of solutions to improve bicycle mobility along the corridor. Proposed treatments included bike detectors; traffic signals; median refuges, traffic circles, roundabouts, and bioswales; wayfinding signage; and implementing unique striping and signage. Mr. Wang provided QA/QC role on developing the PS&E and supporting on RFIs and submittals for the ongoing construction of the project.

City of Newport Beach Balboa Island/Little Balboa Island Seawall Replacement, Newport Beach, CA

Project Engineer. Mr. Wang led the planning and design services to replace/retrofit seawall. As part of the project, multiple street and sidewalk improvements were incorporated to meet ADA and other design requirements. He prepared conceptual drawings, evaluated alternative seawall types, prepared 3DS rendering presentations to the public and municipal committees, and completed cost estimates.

EDUCATION

MS, Transportation Engineering,
University of Toledo, OH

BS, General Plan & Transportation
Engineering, Xi'an University of
Architecture & Technology, China

REGISTRATIONS

Professional Engineer,
Civil, CA #69461

URS Certified Project Manager, 2014

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Institute of Transportation Engineers

Asian American Architects/
Engineers Association

International Chinese Transportation
Professional Association

PROFESSIONAL ATTRIBUTES

Civil/Transportation Design

Highway/Roadway Design

Hydrology/Hydraulics/BMP

Utility Relocation

Sewer/Pump Station/Siphon Design

Water/Storm Drain Design

Site Development

Port/Harbor/Marine

Railroad Grade Separation

Project Management

Construction Management

GIS Technology



APPENDIX - RESUMES

MIN ZHOU, PE
PRINCIPAL-IN-CHARGE
KOA | *Principal Engineer*

Ms. Zhou has 25 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 large-scale PS&E projects involving multiple stake holder groups and has a reputation of delivering projects on-time and under budget.

RELEVANT EXPERIENCE

OCTA Bikeway Strategy and Feasibility Studies for Supervisorial District 5, Orange County, CA

Project Manager. KOA developed bike plans for Orange County Supervisorial District 5, which involved 11 cities, Caltrans District 12, and the County of Orange. The primary tasks included analyzing existing bicycle facilities and future bike demand within the district, developing district-wide bike strategic plans, conducting feasibility studies for high-priority regional corridors, facilitating outreach, and building consensus among all local agencies and the general public. KOA assisted OCTA with promoting the 6 “Es” – Education, Equity, Encouragement, Evaluation, Engineering, and Enforcement.

SCAG City Of Santa Ana Downtown Transit Zone Complete Streets Plan, Santa Ana, CA

Principal-in-Charge. The primary goal of this project was for the City to become compliant with the 2008 California Complete Streets Act. As part of a larger team, KOA provided traffic engineering, traffic calming, and project engineering services. In addition to the traditional level of service (LOS) and intersection capacity utilization analysis methodology, KOA used complete streets LOS to conduct multimodal LOS evaluation for critical locations. The analysis resulted in independent LOS for auto, pedestrian, transit, and bicycle uses.

El Camino Real – Class I (Protected) Bikeway Final Plan Preparation, San Clemente, CA

Project Manager/General Coordination Task Leader. The City obtained a grant to implement a Class I bike lane along El Camino Real. KOA designed a 0.9-mile protected bicycle path. The design components included K-rail concrete barriers, restriping, sidewalk pavers, upgrades to wheel chair ramps, bike signals, and traffic signal modification.

EDUCATION

MS, Civil Engineering, Michigan State University, E. Lansing, MI

MS, Urban Planning, School of Architecture, Tsinghua University, Beijing, China

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS

Professional Engineer,
Civil, CA #66448

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Complete Streets Council Executive Committee Past Member

Women’s Transportation Seminar

International Chinese Transportation Professional Association

PROFESSIONAL ATTRIBUTES

Transportation Planning

Civil/Traffic Engineering

Project Management

Traffic & Roadway Design

Transportation Modeling

Traffic Studies

Circulation/Parking Analyses

Non-motorized Transportation

Database Management

Statistical Analysis

Complete Streets

Grant Applications

Traffic Signal Synchronization

General Plan Updates

Outreach/Coordination



APPENDIX - RESUMES

CHUCK STEPHAN, PE

QA/QC MANAGER

KOA | *Principal Engineer*

Mr. Stephan has 36 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan specializes in project management, civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements. He has provided staff assistance to municipal engineering departments on a temporary or part-time basis as needed; and has provided staff training in project management, design, and construction management skills. He has managed various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

City of Costa Mesa West 19th Street Bicycle Facility Between Placentia Avenue & the Greenville-Banning Channel Bikeway Design Services, Costa Mesa, CA

Project Manager. The length of this ATP grant-funded project includes a Class II bike lane, a Class I bike trail, and a multipurpose trail. KOA is providing "turn-key" project design services, which includes preliminary engineering and alternatives analysis; the preparation of construction-ready bid documents; and the completion of required federal forms.

City of Long Beach North-South (Daisy to Myrtle) Bike Boulevard (10-mile) PS&E Design, Long Beach, CA

Project Engineer. KOA designed this 10-mile bicycle boulevard, which we recently provided construction assistance for. KOA's work consisted of a range of solutions for improved bicycle mobility throughout the City.

City of Wildomar Grand Avenue Bike Improvements & Multi-Purpose Trail Improvements Projects, Wildomar CA

Project Manager. The KOA team improved bicycle facilities along a five-mile span of two key corridors. Street widening and trail improvements included the incorporation of multi-class facilities for non-motorized transportation. The team's services included traffic engineering, utility research, surveying, hydrology, geotechnical engineering, and right-of-way analysis.

EDUCATION

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

REGISTRATIONS

Professional Engineer, Civil, CA
#50481

Professional Engineer, Civil, HI #PE-
8432

PROFESSIONAL AFFILIATIONS

American Public Works Association

American Society of Civil Engineers



APPENDIX - RESUMES

EDWARD OKITSU
STREET LIGHTING DESIGN TASK LEADER
KOA | *Associate Designer*

Mr. Okitsu is the lead engineering assistant for all street lighting projects undertaken by KOA's Los Angeles office. He also has significant experience in design of signing and striping, traffic signal, and work site traffic control as well as field investigation and data collection experience on numerous public works projects. Mr. Okitsu is responsible for the operation of computer drafting stations and is an expert user of CADD and lighting illumination calculation software.

RELEVANT EXPERIENCE

- City of South Gate Street Lighting Master Plan, South Gate | Associate Design Engineer
- City of Temple City Rosemead Boulevard Safety Enhancements Design/Study, Temple City | Associate Design Engineer
- Cesar Chavez Avenue Streetscape, East Los Angeles | Associate Design Engineer

EDUCATION
ITS Extension Courses in Street Lighting, Institute of Transportation Studies

AA, Dental Technology, Los Angeles City College, CA

RYAN CALAD, PE
TRAFFIC SIGNAL MODIFICATION TASK LEADER
KOA | *Senior Engineer*

Mr. Ryan Calad is a motivated and innovative traffic engineer who has served as Project Manager/Task Leader on various traffic signal design, synchronization and ITS projects. His expertise is with signal and communication system design and operation. He also has extensive work with the development of optimized timing plans as well as the implementation, troubleshooting, and maintenance of signal controllers and central systems.

RELEVANT EXPERIENCE

- City of Laguna Beach Coast Highway PS&E Intersection Improvement, Laguna Beach | PM
- City of Orange Various HSIP Signal Improvement Projects, Orange | PM
- Fair Oaks Ave HSIP Signal/Metro ATMS Improvements, South Pasadena | PM
- Main Street/Barstow Road HSIP Signal Improvements, Barstow | PM
- SBCTA Metrolink Station Accessibility Improvement Project PS&E, San Bernardino County | PM
- Harbor Boulevard TSSP, Anaheim | KOA PM
- City of Long Beach Multiple TSSPs, Long Beach | PM
- City of Diamond Bar ITS & TMC Support, Diamond Bar | Contract Staff
- City of Azusa Traffic Mgmt. System, Azusa | TMC PS&E/Signal Coord. Lead
- City of Coachella ST-68 TSSP, Coachella | TMC PS&E/Signal Coord. Lead

EDUCATION
BA, Social Ecology (Urban Planning Focus), University of California, Irvine, CA

Cert. Type 2070 Traffic Signal Controllers, UC Berkeley Technology Transfer Program (Course TE-09)

REGISTRATIONS
Prof. Traffic Engineer, CA #2692

Prof. Civil Engineer, AZ #63514

PROFESSIONAL AFFILIATIONS
Orange County Traffic Engineering Council

Institute of Transportation Engineers

Intelligent Transportation Society of California



APPENDIX - RESUMES

STEPHEN BISE, PE
CIVIL ENGINEERING DESIGN & SIGNING/STRIPING TASK LEADER
KOA | *Principal Engineer*

Mr. Bise has managed many civil and traffic engineering projects. His recent projects involve roadway improvements, drainage modifications, low impact development (LID) implementation, traffic signal design, signing and striping, and planning for future development. He has managed encroachment permit application packages and final PS&E packages. Mr. Bise has experience in minor hydraulic and hydrology studies; roadway and drainage engineering design; traffic engineering design; and final PS&E for street improvements.

RELEVANT EXPERIENCE

- Carson Street Master Plan Implementation Project, Carson | PM
- Slauson Avenue Rehabilitation, Los Angeles County | PM
- City of Temple City Rosemead Boulevard Safety Enhancements Design/ Study, Temple City | Project Engineer
- Arroyo Simi Greenway Bike Trail Phase 3, Simi Valley | Project Engineer
- Jefferson Boulevard Streetscape and Pedestrian and Bicycle Access Improvements at Hetzler Road, Culver City | Project Engineer

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

REGISTRATIONS
Professional Engineer,
Civil, CA #76775

WALTER OKITSU, PE, PTOE, PTP
CIVIL ENGINEERING DESIGN & SIGNING/STRIPING ENGINEER
KOA | *Senior Engineer*

Mr. Okitsu is a founder and a principal of KOA Corporation. Mr. Okitsu has extensive experience in transportation planning and traffic design over a wide variety of highway, transit way, and bikeway projects. This includes designs for traffic signals, street lighting, signing & striping, and work site traffic control. He has field and managerial experience on traffic impact, feasibility analysis, and circulation projects.

RELEVANT EXPERIENCE

- City of Temple City Rosemead Boulevard Safety Enhancements Design/ Study, Temple City | Project Engineer
- Port of Long Beach Pier J Bike & Pedestrian Path, Long Beach | Design Manager
- City of Wildomar Grand Avenue and Clinton Keith Road Bikeway Design, Wildomar | Project Engineer
- Pasadena Bicycle Transportation Plan, Pasadena | Task Manager

EDUCATION
MS, Transportation Engineering,
University of California, Berkeley

BS, Civil Engineering, California State University, Los Angeles

BS, Math-Computer Science,
University of California, Los Angeles

REGISTRATIONS
Prof. Traffic Engineer, CA #1406

Prof. Civil Engineer, CA #52655

Prof. Traffic Ops Engineer (PTOE)

Prof. Transportation Planner (PTP)

PROFESSIONAL AFFILIATIONS
Institute of Transportation Engineers,
International Director

California Legislative Council for
Professional Engineers, Director

UCLA School of Engineering &
Applied Sciences, Instructor



APPENDIX - RESUMES

MARTIN VARONA, PE
CIVIL ENGINEERING DESIGN & SIGNING/STRIPING ENGINEER
KOA | Associate Engineer

Mr. Martin Varona is an assistant engineer for KOA. After a two-year internship in traffic engineering with the City of Santa Ana, Mr. Varona began his professional career with KOA in 2014 shortly after graduating from UCLA with a Master's degree in civil engineering. He has been involved in several projects, various TSSP, signal and civil design, bike-way improvements, traffic control, and signing and striping plans. As an active chair of the Institute of Transportation Engineers, he is an advocate for students in the traffic engineering field.

RELEVANT EXPERIENCE

- Santa Ana Downtown Complete Streets Plan Project, Santa Ana | Assistant Engineer
- SANDAG 30% Submittal, Uptown Bikeway Project, San Diego | Assistant Engineer
- Port of Long Beach Harbor Scenic Drive Roadway Improvements, Long Beach | Assistant Engineer
- City of South Pasadena Engineering Design Services for FY 16-17 Street Improvement Projects, South Pasadena | Project Engineer
- Port of Long Beach, South Waterfront/Pier J Bike and Pedestrian Path, Long Beach | Assistant Engineer

EDUCATION
MS, Civil Engineering, University of California, Los Angeles

BS, Civil Engineering California State University, Fullerton

REGISTRATIONS
Prof. Civil Engineer, CA 89716

THAO LE, EIT
CIVIL ENGINEERING DESIGN & SIGNING/STRIPING ASSISTANT ENGINEER
KOA | Assistant Engineer

Ms. Thao Le is a transportation engineer with eight years of experience in the field of traffic engineering, planning, transportation design, and grant management. Her responsibilities include project management, agency coordination, traffic and civil design, street improvement plans, signing and striping plans, cost estimation, and specification writing. She is familiar with performing traffic impact studies, signal warrant studies, traffic control plans, and conducting field work for utility research.

RELEVANT EXPERIENCE

- City of Costa Mesa 19th Street On and Off-Street Bikeway Between Placentia Avenue and the Greenville-Banning Channel, Costa Mesa | Assistant Project Engineer
- City of Long Beach Downtown Class IV Separated Bike Lanes (Broadway and 3rd Street), Long Beach | Lead Project Engineer
- City of Long Beach Daisy-Myrtle 9.5 Mile Bike Boulevard, Long Beach | Lead Project Engineer
- City of Long Beach Broadway and 3rd Street Cycle Track Improvements PS&E Design, Long Beach | Lead Project Engineer

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

REGISTRATION
Engineer-in-Training, CA #133504, 2009

PROFESSIONAL AFFILIATIONS
WTS International



APPENDIX - RESUMES

PATRICK EARL, PLS
LAND SURVEY TASK LEADER
KDM Meridian | Survey Manager

Mr. Earl manages all surveying and mapping operations at KDM. He has extensive experience performing topographic design surveys for a wide variety of street improvement projects. He has been involved in the development of numerous enhanced bicycle trails and bike lane additions. His technical aptitude has been instrumental in increasing the efficiency of KDM's field to finish processes.

RELEVANT EXPERIENCE

- Mulholland Gap Closure, Calabasas, CA
- Lambert Rd. Rehabilitation, La Habra, CA
- Chapman Ave. Rehabilitation, Garden Grove, CA

EDUCATION
BS, Mechanical Engineering,
University of California, Santa Barbara,
CA

REGISTRATIONS
Professional Land Surveyor, CA #8873

ANDREW SALVA, PLS
PROJECT LAND SURVEYOR
KDM Meridian | Project Manager

Mr. Salva has been instrumental in the addition of Terrestrial and Mobil LiDAR scanning capabilities to the KDM tool chest. These technologies have been used with great success to increase the detail provided to our engineering clients on numerous roadway enhancement projects. Mr. Salva has acted as project manager on numerous large scale street improvement projects that included adding or enhancing bicycle lanes.

RELEVANT EXPERIENCE

- Mulholland Gap Closure, Calabasas, CA
- Lambert Rd. Rehabilitation, La Habra, CA
- Chapman Ave. Rehabilitation, Garden Grove, CA

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

REGISTRATION
Professional Land Surveyor, CA # 9383



APPENDIX - RESUMES

KEITH KLAGGE, LSIT
LAND SURVEY FIELD COORDINATOR
KDM Meridian | Field Coordinator

Mr. Klagge has more than thirty years of experience in all facets of Land Surveying. He has worked on hundreds of topographic design surveys for both utility and roadway improvement projects. He currently manages all field work performed at KDM and is involved in the day to day research, field preparations, and data verification and reduction. He also assists with the preparation of various deliverables.

RELEVANT EXPERIENCE

- Mulholland Gap Closure, Calabasas, CA
- Lambert Rd. Rehabilitation, La Habra, CA
- Chapman Ave. Rehabilitation, Garden Grove, CA

EDUCATION
MA, City and Regional Planning,
University of California, Berkeley, CA

BA, Geography/Environmental Studies
and History, University of California,
Los Angeles, CA

REGISTRATION
American Institute of Certified
Planners (AICP) #026845

Land Surveyor-in-Training

AMIR GHAVIBAZOO, PHD
GEOTECHNICAL ENGINEERING TASK LEADER
Training | Director of Asphalt Engineering & Pavement Design

Mr. Amir Ghavibazoo, PhD, has extensive practical experience in asphalt pavement engineering including pavement design, rehabilitation, preservation, pavement management, materials and construction. His experience includes the characterization of rubberized asphalt binders and developing mix designs following Superpave specifications. Additionally, he has extensive experience with advanced performance testing of asphalt binder including Dynamic Shear Rheometer (DSR), Bending Beam Rheometer (BBR) and other asphalt binder quality control tests. He works closely with cities and government agencies to develop unique and specialized mix designs, pavement constructions inspections, and pavement design solutions.

RELEVANT EXPERIENCE

- Pavement Evaluation, Studebaker Road, Long Beach | Pavement Engineer
- Slover Avenue - Cherry Avenue to Mulberry Avenue, Fontana | Pavement Engineer & Project Manager

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

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

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

PUBLICATIONS
Ghavibazoo, A., Abdeirahman, M., and
Ragab, M., "Changes in Composition
and Molecular Structure of Asphalt
in Interaction with Crumb Rubber
Modifier", Road Materials and
Pavement Design, [2016]

Ghavibazoo, A., Abdeirahman,
M and Ragab, M., "Evaluation
of Oxidization of Crumb Rubber
Modified Asphalt During Short Term
Aging", Transportation Research
Record: Journal of the Transportation
Research Board, [2015]



APPENDIX - RESUMES

PAUL SOLTIS, PE, GE GEOTECHNICAL ENGINEER

Twining | Vice President of Geotechnical Operations

Paul Soltis, PE, GE, brings more than 24 years of technical expertise to Twining. His experience includes geotechnical investigations and analyses relative to roads, bridges, highways, and other California infrastructure projects. His focus is on interaction with the design team during development of construction documents to achieve the most appropriate foundation type and most efficient site preparation techniques. Paul has extensive on-call contract management experience and the proven ability to simultaneously maintain and manage multiple projects. Paul is responsible for the technical oversight of the firm's geotechnical projects and management of the firm's geotechnical personnel.

RELEVANT EXPERIENCE

- Shoemaker Bridge Replacement, Long Beach | Geotechnical Engineer of Record
- City of Simi Valley, Arroyo Bike Trail, Simi Valley | Senior Geotechnical Engineer

EDUCATION

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

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

REGISTRATION

Professional Engineer, (Civil), CA
#56140

Registered Geotechnical Engineer, CA
#2606

DON WILSON, PLA, ASLA LANDSCAPE ARCHITECTURE/IRRIGATION DESIGN TASK LEADER *CSI | Project Manager*

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

RELEVANT EXPERIENCE

- Brookhurst Street Medians, Garden Grove | PM
- Imperial Highway Median Landscape Improvements, Downey | Principal-in-Charge
- Firestone Boulevard Streetscape and Downtown Gateway Redesign, Downey | Principal-in-Charge

EDUCATION

Bachelor of Landscape Architecture,
University of California, Berkeley

REGISTRATIONS

Landscape Architect, CA #1746

CLARB Registration



APPENDIX - RESUMES

JEFF WOOJUNG KIM, PLA
LANDSCAPE ARCHITECT
CSI | Landscape Architect

Mr. Kim has more than 15 years of experience with Cornerstone Studios. He brings a thoughtful and creative approach to each of his projects. His keen sense of design, project management skills, and attention to detail are integral to the success of his projects. With extensive experience working with numerous government agencies, he excels in projects at the city, county, or federal level and possesses a good understanding of the requirements needed to complete the project. He is responsible for the implementation of conceptual design through completion of construction documents as well as team coordination.

RELEVANT EXPERIENCE

- Bristol Street Median Project, Costa Mesa | Project Manager
- City of Long Beach Daisy-Myrtle 9.5 Mile Bike Boulevard, Long Beach | Landscape Architect
- OC Streetcar, Santa Ana | Landscape Project Manager

EDUCATION

BS, Landscape Architecture, College of Environmental Design, California Polytechnic University, Pomona

REGISTRATIONS

Licensed Landscape Architect, CA #6082

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

PROFESSIONAL ATTRIBUTES

Project Management

Landscape Architecture

Design

EXHIBIT C
FEE SCHEDULE

KOA TEAM FEE PROPOSAL (Revised on 4/3/2019)
 City of Costa Mesa
 Adams Avenue Improvement Project From Harbor Boulevard to Santa Ana River

TASKS	Hourly Rate	KOA						Subconsultants				Total Hours	Total Cost		
		Principal-in-Charge & QA/QC	Project Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Admin. Assistant	Survey (KDM)	Twining	Geotechnical (Twining)	ODCs				
BASE DESIGN SERVICES															
TASK A - PROJECT ANALYSIS AND REVIEW, MEETINGS, AND COST ACCOUNTING															
Management of Project Team including sub-consultants	15	50										60	\$95.00	135	\$12,745.00
Kick-off Meeting	2	2	2											6	\$1,090.00
Design Coordination Meetings	5	15	15											33	\$675.00
Subtotal	22	67	17	0	0	0	0	0	0	0	0	60	\$95.00	168	\$16,510.00
TASK B - UTILITY INVESTIGATION/COORDINATION															
Records Research	2	2	5											27	\$1,615.00
Subtotal	2	2	5	0	0	0	0	0	0	0	0	0	\$100.00	27	\$1,615.00
TASK C - DESIGN SURVEY															
Survey	2	2	0											6	\$1,470.00
Subtotal	2	2	0	0	0	0	0	0	0	0	0	0	\$92,670.00	6	\$1,470.00
TASK D - CONCEPTUAL DESIGN AND COMMUNITY OUTREACH															
Alternative Assessment (3 alternatives)	10	5	20											93	\$18,600.00
Public Outreach	3	8	40											51	\$12,210.00
Refine Preferred Alternative (30% Design)	2	4	12											43	\$1,750.00
Environmental Clearance	2	10	18											61	\$1,500.00
Subtotal	17	27	81	0	0	0	0	0	0	0	0	0	\$6,025.00	288	\$6,080.00
TASK E - FIELD ENGINEERING															
Hydrology/Hydraulic Analysis	2	6	23											63	\$1,465.00
Site Investigation/Evaluation	2	2	10											32	\$1,110.00
Subtotal	2	8	33	0	0	0	0	0	0	0	0	0	\$106.00	95	\$1,575.00
TASK F - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN															
Geotechnical Investigation (Office the previous geotech report soil data and new traffic data provided by the City to upgrade pavement structure and recommendation. The final submittal will be a letter memorial)															\$2,500.00
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$2,500.00	0	\$2,500.00
TASK G - POTHOLING OF EXISTING STORM DRAIN AND TRAFFIC SIGNAL CONDUIT FACILITIES (ONLY THE CITY-OWNED UTILITIES)															
Potholing	2	2	0											6	\$10,800.00
Subtotal	2	2	0	0	0	0	0	0	0	0	0	0	\$10,000.00	6	\$10,800.00
TASK H - CONSTRUCTION DOCUMENTS															
Absorbed in other tasks														0	\$0.00
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	0	\$0.00
TASK I - PLANS															
Title Sheet	1	2	4											15	\$2,070.00
General Notes	1	2	4											15	\$2,070.00
Typical Sections, Details	1	2	10											38	\$4,320.00
Demolition Plans	1	2	10											38	\$4,320.00
Street Improvement Plans	2	8	20											70	\$9,360.00
Drainage Plans	2	4	10											36	\$4,890.00
Utility Plans	1	2	10											33	\$4,320.00
Street Lighting Plans	1	2	10											33	\$4,320.00
Traffic Signal Plans	1	2	10											33	\$4,320.00
Communication Plans	1	2	10											33	\$4,320.00
Landscape/Irrigation Plans	1	2	4											6	\$1,050.00
Signing & Striping Plans	1	2	10											33	\$4,320.00
Subtotal	19	32	108	0	0	0	0	0	0	0	0	0	\$10,059.00	371	\$9,768.00
TASK J - SPECIFICATIONS															
Specifications	4	5	40											70	\$13,190.00
Subtotal	4	5	40	0	0	0	0	0	0	0	0	0	\$0.00	70	\$13,190.00
TASK K - QUANTITY AND COST ESTIMATES (QCE) AND QUALITY CONTROL															
Engineer's Estimate	5	5	30											80	\$15,600.00
Subtotal	5	5	30	0	0	0	0	0	0	0	0	0	\$0.00	80	\$15,600.00
TASK L - PROJECT DOCUMENT SUBMITTAL AND PLAN INFORMATION															
70% Submittal (See Task I - Plans)															
90% Submittal	1	6	15											32	\$11,940.00
Final Submittal	1	4	10											40	\$7,150.00
Subtotal	2	10	25	0	0	0	0	0	0	0	0	0	\$6,956.00	72	\$19,100.00
TASK M - BIDDING AND CONSTRUCTION PHASE															
Bid Phase	5	10												45	\$6,250.00
Construction Phase	10	40												130	\$20,700.00
Subtotal	15	50	0	0	0	0	0	0	0	0	0	0	\$2,820.00	175	\$27,070.00
TOTAL HOURS	86	210	139	0	0	0	0	0	0	0	0	178		1423	
TOTAL BASE DESIGN SERVICE	\$18,800	\$37,000	\$82,548	\$0	\$84,640	\$12,750	\$93,870.00	\$16,860.00	\$2,600.00	\$10,435.00					\$320,090.00

OPTIONAL DESIGN SERVICES															
Cost Management		5	30											100	\$16,550.00
Before Condition Record of Survey														4	\$20,050.00
TOTAL OPTIONAL DESIGN SERVICES	0	7	30	0	104	\$36,600.00									

- Note:
 1. Fee is negotiable prior to execution of service agreement
 2. City is responsible for any fee for permit applications.

Direct Cost was assumed based on our previous experience of this magnitude and is included for the following:
 Mileage: Travel to/from for fieldwork, meetings
 Meetings/Supplies: Refreshments, snacks, meeting supplies, printing
 Reographic: Printing plus sets for submittal

Prime	KOA Corporation	\$128,870.00
Sub-consultant	Survey (KDM)	\$82,670.00
	Twining & Irrigation (CSI)	\$1,020.00
	Geotechnical (Twining)	\$2,500.00

EXHIBIT D
CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

POLICY NUMBER: 6808H966428

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 4/17/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB2L459350

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 4/17/2019

ST ASSIGN: CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KOA Corporation
Endorsement Effective Date: 3/13/2019

SCHEDULE

Name Of Person(s) Or Organization(s): Project Name/Number: JB83176 - Costa Mesa – Adams Ave Improvement – The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

EXHIBIT E
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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