

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of June, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BKF ENGINEERS, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide public outreach and engineering services in connection with the Paularino Channel Multipurpose Trail Project, 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 Scope of Work, 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 One Hundred Thirty-Seven Thousand Nine Hundred Eighty Dollars (\$137,980.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed 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 three (3) years, ending on June 3, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

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

"claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, 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:

BKF Engineers
4675 MacArthur Court, Suite 400
Newport Beach, CA 92660
Tel: (949) 526-8642
Attn: Chris Rideout

IF TO CITY:

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

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur

any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

6.20. 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



Signature

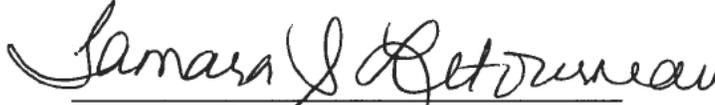
Date: 6/11/19

Chris Rideout, Principal/Vice President
[Name and Title]



Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Tamara Letourneau
Acting City Manager

Date: 6/19/19

ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 6/19/19

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/14/19

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 6/17/19

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 6-18-19

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 6/18/19

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
PUBLIC OUTREACH AND ENGINEERING SERVICES
PAULARINO CHANNEL MULTIPURPOSE TRAIL PROJECT**

This project provides for the public outreach, coordination with Orange County Public Works (OCPW) and conceptual engineering design alternatives of a new bicycle trail connecting Fairview Road and Bristol Street along the Paularino Channel. The final design phase will be implemented at a future time. The project will plan and identify potential structural improvements to the channel to allow for construction of a maintenance path for flood control as well as a bicycle trail connection.

The Paularino Channel is an existing open flood control channel owned and maintained by the Orange County Public Works. The channel has an existing maintenance road located along its south and west sides that is mostly paved and runs adjacent to the channel. The channel runs east to west between Fairview Road and Bear Street, then turns south and connects to the intersection of Bristol Street and Bear Street. The proposed alignment in this segment would be within the channel right-of-way and includes a multipurpose trail with landscaped buffer. Street crossings would occur at Mendoza Drive and St. Clair Street. The consultant should prepare and present several conceptual alternatives and recommend a preferred alignment plan.

This phase of the project focuses on public outreach and civic engagement to ensure that all aspects and issues associated with the proposed project are effectively communicated with and by stakeholders and the community at large. In addition, there will be significant coordination with OCPW staff to review alignment options and improvements to the channel.

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 a proposed "Not to Exceed" contract fee. The approved budget for this phase of the project is \$150,000, and included in the City's Capital Improvement Program for Fiscal Year 2017-2018.

Public outreach activities will be focused on engaging the stakeholders in discussion about the proposed multipurpose trail features including landscape and hardscape improvements, as well as safety concerns regarding an open multipurpose trail adjacent to residences. The flood control channels are located behind several residences and the maintenance roads are currently secured and inaccessible to the public. In previous discussions and correspondence, some affected residents raised safety concerns regarding a multipurpose trail behind residences that would be openly accessible to the public. The consultant will be responsible for developing creative alignment options for the bicycle trail that addresses their issues.

The selected consultant should develop an intimate knowledge of the project area, key stakeholders, and features that are significant to successful implementation of the project. The consultant will play a direct role in discussions and the resolution of all issues with stakeholders. Additionally, the consultant will provide a method of visualization such as conceptual drawings, plan view drawings, renderings, photos, and PowerPoint presentations of the proposed multipurpose trail to aid in the discussion with stakeholders. Several of these items that have been developed by the City in a previous effort and will be made available to the selected consultant. Through individual contact with key stakeholders, the consultant will develop an open communication link essential to continuing the discussion of issues pertinent to all parties. The consultant shall analyze possible mitigation measures to address issues brought forth by stakeholders. Alternative alignments to provide a similar east-west connection shall also be considered.

The consultant should have an expertise in local government relations as well as public communications, and a background working with residents, local leaders, community groups, and committees on similar

projects in Orange County. A background on successful implementation of similar multipurpose trails is extremely desirable.

The detailed tasks are as follows:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Develop and implement a public outreach plan that will lay out specific tactics for involving stakeholders by clearly presenting the project, receiving feedback, identifying potential issues, and presenting possible solutions and mitigation measures.
3. Coordinate with the Orange County Public Works on options, alternatives and constraints of trail alignment and channel improvements.
4. Review previously produced bicycle trail concept, prepare new scaled visualizations (birds-eye and plan view), and develop alternatives to present the project to the stakeholders.
5. Under direction of the City, attend up to three (3) public meetings with residents and key stakeholders to present the project and receive feedback. The consultant shall facilitate the public meetings by making presentations, soliciting input, and generating dialogue regarding the proposed project. The consultant shall collaborate with City staff in preparing materials for the meetings such as exhibits, renderings, PowerPoint presentations, and handouts. The consultant shall also prepare written reports of all meetings attended. The City will be responsible for notifications and mailings to neighborhoods.
6. Attend up to three (3) meetings consisting of City Council, Study Session, and Bikeway and Walkability Committee where the project will be discussed. The consultant shall be prepared to discuss the project in detail and provide input when requested.
7. Conduct a thorough analysis of the project area to become intimately familiar with existing features, constraints, and potential conflicts. The consultant should also thoroughly examine available records from the City and the Orange County Public Works and take field measurements as necessary.
8. Analyze and develop mitigation measures to address potential issues raised by stakeholders. Alternatives to utilizing the flood control channels should also be considered where a viable alternative connection can be provided.

SITE MAP



EXHIBIT B

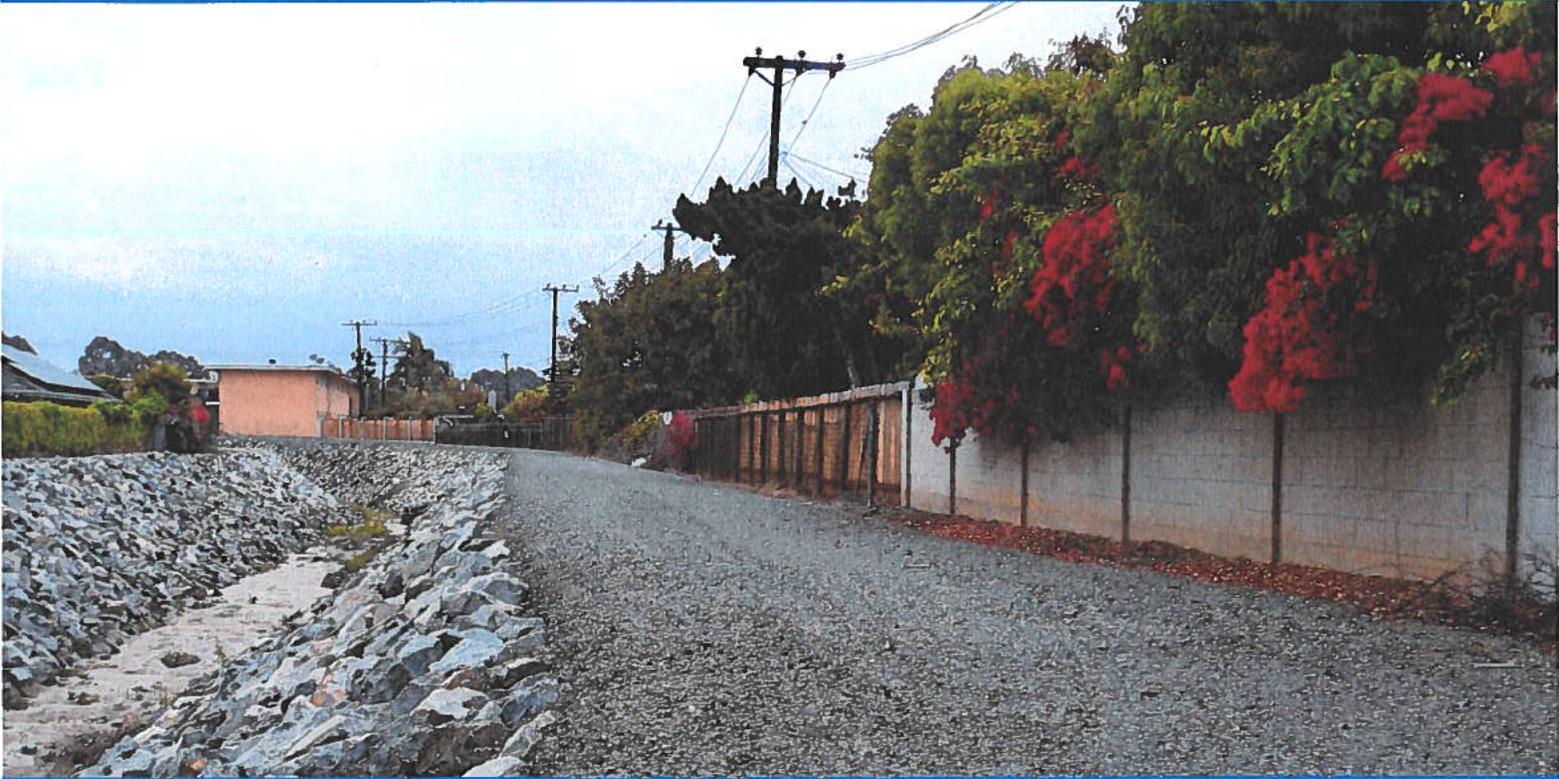
CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

PAULARINO CHANNEL MULTIPURPOSE TRAIL PROJECT

PUBLIC OUTREACH AND ENGINEERING SERVICES



May 8, 2019

BKF Engineers
4675 MacArthur Court, Suite 400
Newport Beach, CA 92660
www.bkf.com

 **BKF 100+**
YEARS
ENGINEERS . SURVEYORS . PLANNERS

PAULARINO CHANNEL MULTIPURPOSE TRAIL PROJECT PUBLIC OUTREACH AND ENGINEERING SERVICES

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May 8, 2019

Ms. Nicole Jules
City of Costa Mesa – Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

**SUBJECT: RFP PUBLIC OUTREACH AND ENGINEERING SERVICES – PAULARINO CHANNEL
MULTIPURPOSE TRAIL PROJECT**

Ms. Jules,

BKF Engineers (BKF) is excited to submit its qualifications and proposal for the City's consideration for Public Outreach and Engineering Services for the Paularino Channel Multipurpose Trail Project. The BKF Team is well-versed in the services associated with the RFP scope of work including PS&E, Public/ Community Outreach, Cost Estimates, Project and Construction Management, and Landscape Design. Our most recent project with the City was the Costa Mesa Sound Walls Project completed in 2018.

Importance of the Project. As a resident of the City of Costa Mesa, I drive down Baker Street on my daily commute. I believe that this project will greatly enhance multi-modal safety within the community. The project will increase the mobility and safety for pedestrians, bicyclists, and other non-vehicular forms of transportation that I share the road with on a daily basis. Our team not only prepares preliminary studies like this Project, we deliver final designs that are constructed. To that end, we anticipate the potential pitfalls of the final design during the development of the preliminary study to ensure the project is sound engineering, stakeholder consensus, and accurate costs. We have assigned an OC Public Works Liaison, who has a long career working in the management of that agency, to our team and will collaboratively meet with City Staff and OCPW staff to garner ideas, requirements and concerns regarding the proposed multi-use trail.

Experienced Team. BKF's corporate philosophy is to establish permanent standing teams assigned to specific projects based on their expertise. Our key team members have recently completed award-winning projects, including the 2017 ACEC Engineering Excellence Honor Award, Tustin Rose Grade Separation Project and the 2016 ACEC Engineering Excellence Honor Award, Firestone Boulevard Bridge Replacement, for the Cities of Downey and Norwalk. BKF has the team and experience to provide the City of Costa Mesa with the expertise to exceed your expectations.

Similar Work. Through previous projects over the years, including many successfully designed and constructed projects, our team has an established collective working-relationship with similar work, including the most recent Trabuco/Remington Improvement Project, City of Irvine; the Pico Rivera Regional Bikeway Project, City of Pico Rivera; and the San Diego Creek Invert Repair, OC Public Works.

Point of Contact. Just 3 miles from the City of Costa Mesa, BKF will complete the work from our local office at 4675 MacArthur Court, Suite 400, Newport Beach, CA 92660. As main point of contact, Chris Rideout, PE, can be reached at (949) 526-8462 or via email at crideout@bkf.com.

Statement. I, Chris Rideout, as a Principal and an authorized representative who can make legally binding commitments for our firm, have reviewed the City of Costa Mesa's Professional Services Agreement and have no exceptions or deviations. BKF has also reviewed the City's insurance requirements and, upon selection, are available to furnish our certificate of insurance.

I am available to expand on any part of this proposal, please feel free to contact me for all correspondence during the selection process at (949) 526-8462. We look forward to continuing our relationship with the City of Costa Mesa.

Sincerely,
BKF ENGINEERS



Chris Rideout, PE
Vice President/Principal



VENDOR APPLICATION FORM

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>David LaVelle, PE, LEED AP</u>	<u>President / CEO</u>	<u>650-482-6308</u>
David Richwood, PE	Principal / Board Chairman	510-899-7303
<u>Greg Hurd, PE, LEED AP</u>	<u>Principal / Executive VP</u>	<u>707-583-8519</u>
Natalina Bernardi, PE, LEED AP	Principal	408-467-9132
<u>Todd Adair, PE</u>	<u>Principal</u>	<u>650-482-6401</u>
Daniel Schaefer, PE, QSD, LEED AP	Principal	925-940-2224
<u>Scott Schork, PE</u>	<u>Principal</u>	<u>408-467-9126</u>
Jaysen Long, PE, LEED AP	Principal	916-556-5826
Brian Scott, PE	Principal	650-482-6335
<u>Davis Thresh, PLS</u>	<u>Principal</u>	<u>408-467-9114</u>
Chris Rideout, PE	Principal	949-526-8462
Eric Girod, PE, LEED AP	Principal	925-396-7751
<u>Jacob Nguyen, PE</u>	<u>Principal</u>	<u>408-467-9143</u>

Federal Tax Identification Number: 94-1729773

City of Costa Mesa Business License Number: 50480

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

City of Costa Mesa Business License Expiration Date: 08/31/2019

FIRM PROFILE

CIVIL ENGINEERING . SURVEYING . PLANNING SINCE 1915

Delivering Inspired Infrastructure

For 100+ years, BKF has Delivered Inspired Infrastructure to its clients. As a result, we have earned our clients' trust, and thereby their repeat business. BKF has worked diligently to help our clients achieve their goals, and bring their projects across the finish line. Through our network of 14 offices in California, we have developed extensive local knowledge that provides us with a keen understanding of issues relating to feasibility, permitting, and entitlement approvals.

BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, architects, contractors, school districts, and corporations. Our markets include healthcare, education, residential, commercial, industrial, corporate, transportation, and public works. We provide a number of specialty services including sustainable design, site accessibility consulting, hydrology/hydraulics, traffic signal design, and 3D laser scanning.

BKF's 100+ years of engineering, surveying, and planning have produced some of the most recognized projects in California. By combining our years of experience in diverse markets with new, innovative approaches to problem solving we have grown to our current 14 offices with 470+ experienced staff. This success has compelled ENR California to name BKF the [2017 Design Firm of the Year!](#)

BKF PRINCIPALS

Dave LaVelle, PE
President, CEO

Chris Rideout, PE
Principal

Davis Thresh, PLS
Principal

Dave Richwood, PE
Principal, Board Chairman

Greg Hurd, PE, PLS
Principal, Executive VP

Brian Scott, PE
Principal

Dan Schaefer, PE
Principal

Jaysen Long, PE
Principal

Natalina Bernardi, PE
Principal

Scott Schork, PE
Principal

Todd Adair, PE
Principal

Eric Girod, PE
Principal

Jacob Nguyen, PE
Principal

FOUNDED IN

1915

98 

PROJECT AWARDS

14 

Regional Offices
Strategically Located
Throughout California

470+



EMPLOYEES

141

PROFESSIONAL
ENGINEERS

EXPERIENCE

104 YEARS

OF ENGINEERING HISTORY

BKF ENGINEERS

a California Corporation
Entity Number: C0599256
Date: 5/26/1970

CORPORATE OFFICE

255 Shoreline Drive, Suite 200
Redwood City CA 94065

**In Orange County since 2010,
Local Office since: 9/20/2016**

LOCAL OFFICE

4675 MacArthur Court
Suite 400
Newport Beach, CA 92660

MAIN CONTACT

Chris Rideout, PE, Principal
CA License No. 44922
(949) 526-8462
crideout@bkf.com

BKF NAME EVOLUTION

- » 1915 - Willis G. Frost, Civil Engineer
- » 1945 - Frost & Brian
- » 1952 - Lawrence G. Brian & Co.
- » 1970 - Brian Kangas Foulk & Association
- » 1987 - Brian Kangas Foulk
- » 2001 - BKF Engineers

SUBCONSULTANT FIRM PROFILE



MIG | Public Outreach & Landscape Design

MIG, Inc., founded in 1982, is a multidisciplinary firm that specializes in public outreach, urban planning and design, consensus building and facilitation, and communications. They offer a full range of services, including master planning, site planning, streetscape design, zoning, conceptual design, transit-oriented development planning, and policy planning. Their work is characterized by a dedication to quality, a flexible approach, creativity in planning and design, and a commitment to completing projects on time and within budget. We have worked extensively with public agencies and municipalities in California, nationally and internationally on design and planning for future change.

MIG's unique combination of planning and design expertise allows us to conduct technical planning in a highly interactive process involving all constituent groups. This process generates a clear and collective vision of development and growth in a dynamic, yet stable environment. Through MIG's participatory planning and design process, client goals and community interests work together to frame key issues. Plans created through this approach enjoy broad-based support and are readily implemented.

COMMUNITY OUTREACH AND PUBLIC ENGAGEMENT

Their experience has shown that commitment from the community is strengthened when participants believe that their input and decisions make a real difference in their lives and the project area. Building on the success of innumerable successful planning processes, their approach involves community outreach, participation and planning processes through which stakeholders ranging from city leaders to citizens are intimately involved, so that they feel a direct responsibility for — and impact from — any decisions or actions. The result is a multi-leveled, well-documented process and plan that (1) fosters meaningful dialogue and widespread community participation, (2) reflects the community's desires, (3) has backing from a broad range of stakeholders, and (4) increases public confidence in decision-making and resource allocation.



Stantec

STANTEC | Structural Engineering

STANTEC CONSULTING SERVICES INC. (STANTEC) Is a full service consulting engineering firm. Its professionals include those that have specialized in projects located in southern California in general and specifically in Orange County. As such, their direct experience with projects that are operated and maintained by the Orange County Flood Control District (District) is extensive. This experience includes hydraulic and structural designs that have been tailored to specifically meet the standards and the needs of the District. The firm is a publicly traded corporation founded in 1954 and has offices throughout North America including local offices in Irvine, California. For over 60 years, Stantec has been providing high-quality public works engineering services to public sector clients throughout Southern California. Stantec's current volume of projects is diversified in both the private and public sectors throughout Southern California. This work has benefited from the synergy within a multi-disciplinary firm that combines the diverse talents and experience of their staff to achieve client goals. Stantec's local technical staff consists of over 150 professional engineers and surveyors who have the broad range of skills required for creative solutions to complex problems. Professional service needs will be met with Stantec's high quality work, good communications, and effective project management. As a well-established firm, Stantec has the resources and abilities to provide personalized service while keeping the work on schedule and within budget.

BKF TEAM EXPERIENCE



COSTA MESA SOUND WALLS PROJECT

LOCATION: Costa Mesa CA
 COST: \$104,308
 REFERENCE: Arash Rahimian, PE, QSD
 Acting Senior Engineer
 (714) 754-5096
 DATES OF SERVICE: 09/2016 - 03/2017

The Costa Mesa Soundwall project consisted of eight project location sites and multiple sound wall gap closures for each site. The sound wall gaps which once provided residents accessibility within their communities became gathering locations for various crimes such as drug dealing and theft. As a result, the sound wall gaps became a controversial issue and residents began pushing for safer communities by closing the sound wall gaps. BKF lead the design effort for surveying the existing walls and determined the most ideal location for the closures while minimizing the construction impacts and costs. The existing gaps will be filled in with construction masonry units that matches the existing height and walls. Sidewalks that once lead to the gaps will be removed and replaced with landscaping. All utilities within the project site will be protected in place.



FOSTER ROAD SIDE PANEL PROJECT

LOCATION: Norwalk CA
 COST: \$2,150,000
 REFERENCE: Bill Zimmerman, PE
 Former Acting City Engineer
 (714) 412-1597
 DATES OF SERVICE: 09/2015 - 03/2017

The City of Norwalk proposed a plan to make improvements to minimize future accidents. This ATP funded project was designed with a new meandering pathway incorporated into existing medians between Foster Road and the frontage road to minimize incidents involving motor vehicles and pedestrians/bicyclists. Early on, in the conceptual phase, BKF evaluated the existing curb-to-curb dimensions, and presented to the City an opportunity to employ a "Road Diet." By reducing unnecessary travel lanes, a new Class II bike lane was introduced along the Foster Road corridor between Pioneer Avenue and Studebaker Road, while not impacting the existing on-street parking. BKF led the design team in incorporating new drainage facilities and LID standards, pedestrian safety lighting, and drought tolerant landscaping. Foster Road now provides a safer and more convenient pathway for students, pedestrians and bicyclists.

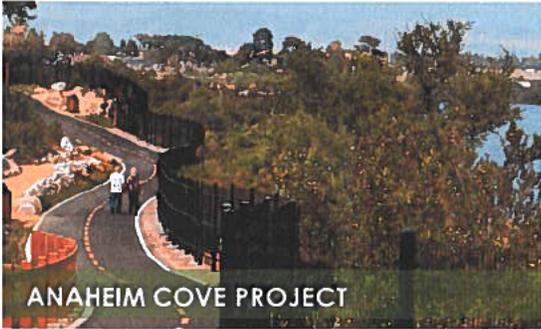


SAN DIEGO CHANNEL

LOCATION: Irvine CA
 COST: \$12,000,000
 REFERENCE: Kevin Onuma, PE
 OC Public Works
 (714) 647-3939
 DATES OF SERVICE: 2005 - 2012

Dan Villines, now with BKF, previously managed and oversaw the preparation of final civil engineering services for the preparation of an Invert Repair Plan for the San Diego Creek for the reach located between Jeffrey Road and Sand Canyon Avenue in the City of Irvine, CA. Repeated storm events caused significant damage to the creek's existing articulated concrete block lining. As a result, the County of Orange requested that the lining be removed while preserving the flood protection capabilities of the existing channel. The Project included improvements to the southerly access road and bike trail to allow for its continued use as a trail following the completion of the project. These improvements consisted of widening the existing access road, the installation of floodwalls to address channel capacity issues, construction of guard-cable fencing, and bike path striping. The project was constructed under the Orange County encroachment permit process. The City of Irvine maintains the trails. Project services involved aerial mapping; hydraulic and structural analyses; preparation of improvement plans; specifications and cost estimate; preparation of Operation and Maintenance Manual; and review and process through the Orange County Resources and Development Management Department.

SUBCONSULTANT EXPERIENCE

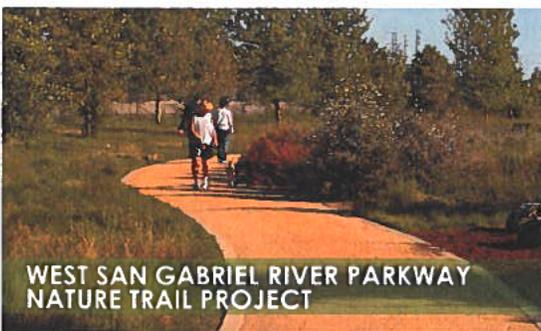


ANAHEIM COVE PROJECT

2014 QUALITY OF LIFE AWARD
ASLA, SOCAL CHAPTER

LOCATION: Anaheim CA
 COST: Design: \$970,260
 Construction: \$10 million
 REFERENCE: Pamela Galera
 Parks Manager
 (714) 765-4463
 YEAR COMPLETED: 2014
 Phase II currently under construction

Anaheim Coves, formerly Burris Basin, was a commercial source for sand and gravel before the Orange County Water District (OCWD) bought and transformed the quarry pit into a groundwater recharge basin. Located adjacent to the Santa Ana River between Lincoln Avenue and Ball Road, it has been a very successful recharging facility and an important part of OCWD's water management system for decades. Through the years it has also become a habitat for migrating waterfowl that seek refuge and feed on the fish that live in the basin. The City of Anaheim, with input from the neighboring community and support from State funding, saw this as an opportunity to provide a natural passive recreation experience as a developed interpretive trail along the banks of the reservoir basin. MIG developed a master plan and construction documents to create a universally accessible trail with viewing decks, interpretive signage and native plantings. From a safe distance, visitors are able to enjoy the wildlife and open space around the basin. The trail provides access to the west edge of the basin and connects into the regional bike and hiking trail that runs along the Santa Ana River to the ocean at Huntington Beach. This project is a recipient of a Quality of Life Award from the Southern California Chapter of the American Society of Landscape Architects. In 2016, the City awarded MIG the contract to provide design services for Anaheim Coves Phase II, the northern extension of this project, which is currently under construction.



WEST SAN GABRIEL RIVER PARKWAY
NATURE TRAIL PROJECT

LOCATION: Lakewood, CA
 COST: Design/Phase I - \$90,000
 Phase II - \$30,000
 Phase III - \$132,000
 Construction: \$1.5 million
 REFERENCE: Lisa Rapp
 Public Works Director
 City of Lakewood
 (562) 866-9771
 DATES OF SERVICE: 2002 - 2012

MIG provided design development, construction documents and public outreach for the 17-acre trail area, which consisted of naturalized open space along the San Gabriel River between Carson Street and Monte Verde Park in Lakewood. Vacant, surplus land under the DWP transmission power line easement was "recreated" with funding from the Rivers and Mountains Conservation Authority to promote riparian habitat enhancement along the San Gabriel River. The decomposed granite trail provides access throughout the area.

Project features include a half mile decomposed granite trail; secured fenced entries to site; fully automated irrigation system; California grassland cover; native, riparian plant materials; drought tolerant plant materials; informal boulder seating area; and convenient parking adjacent to Monte Verde Park. Phase I of this project was from 2002 to 2003, and Phase II followed from 2006 to 2007. MIG prepared construction documents for Phase III of this project; funded by the Proposition 84 Grant. Phases I and II were awarded 2003 ASLA Merit Award and 2003 and 2007 APWA Project of the Year.

PROJECT UNDERSTANDING

The City of Costa Mesa (City) is seeking to define the configuration of a proposed multipurpose trail along the alignment of the existing Paularino Channel. As part of project definition process, they need to obtain assurances of the project’s viability from residents, OC Public Works, and other stakeholders. To this end, BKF Engineers (BKF) has assembled a team of highly qualified professionals that will achieve the City’s goal.

PROJECT SUMMARY

The project consists of the preliminary design of the multipurpose trail from Fairview Road to Bristol Street. The trail will predominately be located within the existing access roadway that is aligned directly adjacent to OC Public Work’s (OCPW) Paularino Channel (Facility No. F03).

BKF anticipates that the conversion of the access road to the multipurpose trail will include the replacement of a significant portion of the existing aggregate base paving with a hardened surface acceptable for multi-modal traffic; the installation of safety features to protect users of the trail from falling into the channel; and the installation of barriers to protect two existing over-channel utility crossings that occur between Mendoza Drive and St. Clair Street.



In addition to the longitudinal trail improvements, the project proposes four interactions with City streets.

These interactions occur as follows:

- » Westerly Limits Trail Access at Fairview Road
- » Crossing of Mendoza Drive
- » Crossing of St. Clair Street
- » Easterly Limits Trail Access at Bristol Street

At each of these locations, detailed options will be developed for review and consideration by the City. Each option will consider public safety as paramount in importance and will also incorporate the access needs of OCPW and other stakeholders. ADA access will also be considered when configuring the transitions from the street surface up to the trails location. Such options include removable bollards or fencing configurations that permit bicycle, pedestrian, and proper vehicular access while preventing improper vehicular access.



STAKEHOLDER COORDINATION

BKF recognizes that an important stakeholder in the project is OCPW. For this reason, we have Phil Jones on our team. For more than 30 years, Phil worked at OCPW and managed the Flood Control Design Division. He also worked with the Operations & Maintenance Division prior to his recent retirement from the agency.

During Phil's tenure with OCPW he reviewed and approved numerous projects where facility access roads were used as trails. Phil's experience will serve the City's needs well on this project. He has the experience necessary to identify critical issues that will be of concern to OCPW. With Phil's tenured experience with OCPW we are able to facilitate and coordinate efforts with those still managing the agency, such as Penny Lew with the Flood Programs Division and Kevin Onuma, PE, the Deputy Director of Operations and Maintenance.



PUBLIC OUTREACH

BKF also recognizes the need for experienced public outreach. The existing channel access road is gated to prevent public access which affords the residential properties backing up to the access road a degree of privacy. The project proposes to open or remove these gates entirely and allow public access where it was prevented previously. As such, the means of satisfying the potential concerns of residents is also of paramount importance. For this reason, the BKF Team includes MIG.

MIG is experienced in planning and conducting public outreach meetings for projects where residents and stakeholder support is crucial for the project's success. Community engagement specialists utilize numerous techniques that prioritize options and build consensus. Their meetings are often facilitated with a graphic recording approach whereby the input from the meeting participants is graphically noted on a large wall-sized piece of paper. This allows real time broad visualization of comments and how they relate to one another.



The graphic illustrates the key ideas, considerations, connections and priorities that with facilitation can often lead to a consensus of the group. From their experience they found that community leaders are much more supportive of a project when they are assured that the community or neighborhood has been engaged from the very beginning and that the design process has been transparent and resulted in solutions based on consensus. Their approach of dealing with concerns and issues from the very start, with multiple input avenues, will help to diminish late negative claims that can arise from those at the end of the process that did not participate.

MIG's public outreach approach will encourage those who have participated in the design process for Paularino Channel Multipurpose Trail improvements to attend the final approval meeting to show their support and offset any negative claims that may arise. It has been MIG's experience that community trail improvements along flood control corridors have enhanced neighborhoods and provided a positive recreation amenity used by all ages and abilities. They have an extensive cache of photo images that will assist in illustrating similar successful multi-use trails. MIG's experience with landscape design will assist the City in developing potential landscaping options to serve as a buffer between the proposed trail improvements and existing residents.



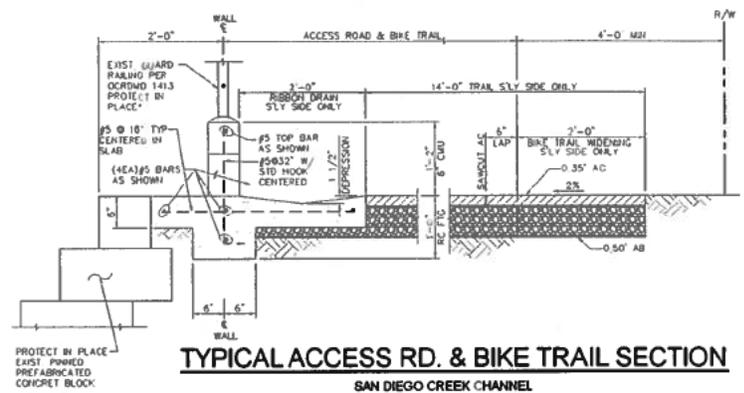
BKF will manage the project. This will include coordinating interactions between the City, OCPW, the community, and other stakeholders. BKF will maintain the project schedule. We will also be responsible for the preparation of the preliminary design package including 30%-level plans and a project report that will memorialize the preliminary design process.

PROJECT APPROACH

BKF will initiate the project at the kickoff meeting. The kickoff meeting will be used to introduce the project team to City staff, discuss the approach to the project and review the project schedule. Following the kickoff meeting, BKF will prepare and distribute meeting minutes to solicit comments and final concurrence with the items that were discussed.

The project will then continue through the research and acquisition of relevant project data. The BKF team will use its contacts within OCPW to obtain relevant information pertaining to the Paularino Channel. BKF will also work with City staff to obtain information not presently provided in the RFP such as previous reports and record drawings of relevant improvements in areas located within City jurisdiction. Utility owners will also be contacted to determine the extent of their facilities that lie within the project's footprint. After this initial phase of data acquisition, subsequent requests will be made as the project continues.

BKF will then proceed to prepare preliminary 30%-level design drawings for the proposed trail. The intent of the preliminary 30% level plans is to provide plan view depictions of the proposed improvements and illustrative details of key elements such as street crossings and trail access points. These details may include alternatives for future consideration by stakeholders. The preliminary 30% plans will be reviewed with City staff so that an understanding and agreement with the proposed improvements can be achieved.



Once the preliminary 30% plans and their associated alternatives are defined to the City's satisfaction, the BKF Team will lead the presentation of the plans to OCPW for their input and concurrence. A cost estimate for the preliminary 30% plans will also be prepared.

The BKF team will then participate in a series of public outreach meetings to present the project to residents and other stakeholders. It is anticipated that public input will be received during each meeting and adjustments to the preliminary plans and cost estimate will be made to reflect comments and/or concerns presented at the preceding meeting. For the initial meetings, specialized graphics intended to depict central elements of the project will be prepared to help focus the attention of the public and other stakeholders. The final meeting will be used to present the draft-final plans. The final plans and cost estimate will then be prepared.

Upon completion of the final plans, BKF will prepare a draft Project Report to present the purpose, objectives, and findings of the preliminary design phase of the project. The draft report will include a narrative that describes the preliminary design process, OCPW and stakeholder input, and the resulting project configuration. The report will also address the management of drainage and water quality elements of the project. The report will include a set of the final 30%-level plans and a copy of the cost estimate for the final project configuration. Meeting minutes from the public outreach meetings and from meetings with OCPW will be included in the report appendices. The draft report will be finalized upon receipt of City comments.

At the conclusion of the project, BKF will prepare a physical and digital archive of all information gathered and considered for the preparation of the Project Report. This information will serve to progress the project into subsequent phases of the work plan such as the final design, construction, and closeout phases of the project.

QUALITY ASSURANCE/QUALITY CONTROL PLAN

BKF will dedicate Tim Connors, PE, PMP, as the Quality Control/Quality Assurance Engineer. Tim's key role is to assure the Quality Control procedures delineated below are closely followed and the procedure documented.

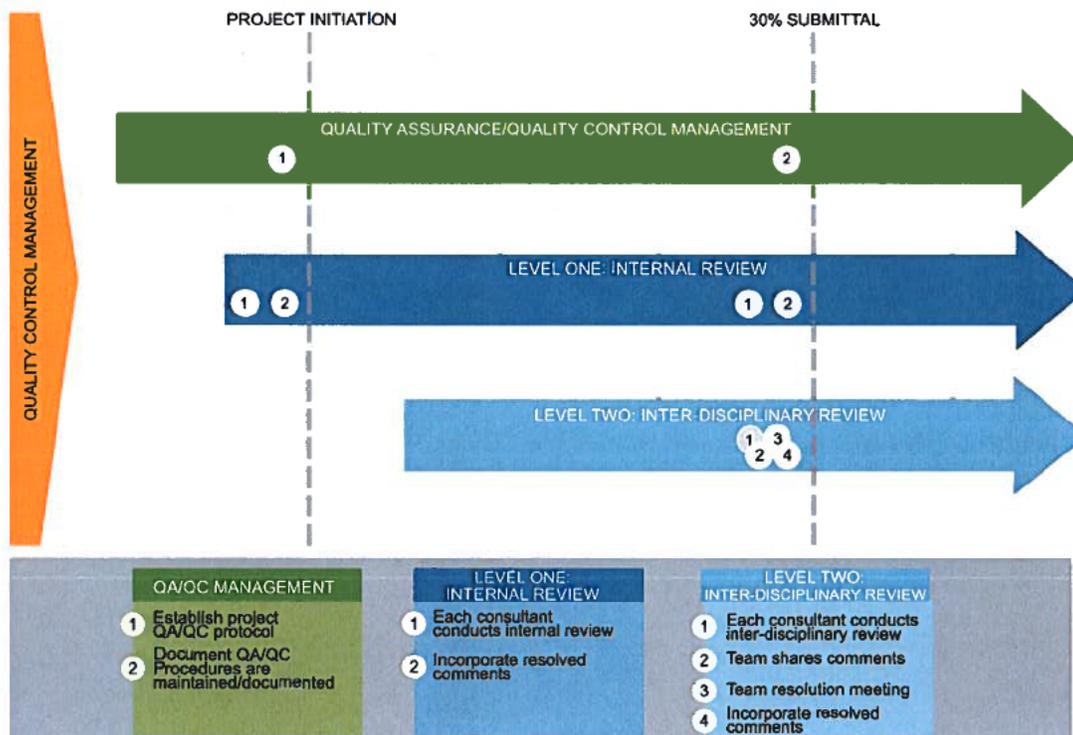
Level 1: Internal Review - Each discipline is required to conduct an Internal Review performed prior to each milestone submittal.

Tim as a senior staff member at the firm, shall review the documents prepared by the design team. This review will require that all items on the documents be highlighted in yellow indicating the review has occurred and there are no exceptions to the document. This process is for all documents.

- If the reviewer identifies an item on the document that is not correct, then it is marked in red. If the reviewer has comments for clarifications, then it is marked in green.
- After the review is complete, the document is returned to the design team with a signature (documentation) indicating the review is complete.
- The design team will review and address all items in red and meet with the reviewer on the items in green until a clarification allows for the reviewer to yellow the item, or a red mark is added.
- The design team will then resolve the red marks and return the reviewers original markup along with a clean print. The reviewer will document the comments that have been addressed by yellowing out the original red mark and placing yellow on the clean set, and signing the document.

LEVEL 2: Inter-Disciplinary Review - This review is to confirm that there are no inter-disciplinary conflicts and occurs at the 30% Submittal milestone.

- All disciplines provide their plans to BKF for collation. BKF will assemble the sets and distribute to the design team.
- Each discipline will review the others and similar to the process delineated in Level 1 above, marking in yellow, red, or green, and return to BKF for collation.
- A meeting will be held with all the disciplines in attendance, and the documents with all red or green comments will be discussed and resolved between disciplines.
- The resolutions will be marked in red and returned to the designer for incorporation as described above in the Level 1 procedure.
- Tim will review the review documents to ensure the Level 1 and Level 2 procedures have been met by all team members and will document his findings.



CRITICAL ISSUES

- » **OC PUBLIC WORKS CONCURRENCE:** BKF recognizes that this project must have OCPW concurrence with the layout and design for the project to progress into subsequent phases of development. For this reason, BKF has secured the exclusive services of Phil Jones. Phil's 30-year career with OCPW, specifically in their Design and Operation Divisions, makes Phil unequally qualified to identify critical design features prior to reaching a formal OCPW review. Phil will also facilitate discussions with key OCPW staff in an effort to resolve issues where compromises may be needed.
- » **RESIDENTIAL CONCERNS:** Opening the existing channel access road will lessen the perception of privacy that existing residents situated along the access road presently experience. The BKF team will develop options for consideration by the City that will address these potential residential concerns. Upon selection of preferred option(s), these options will be included in public outreach meetings for further public input. BKF is confident that the final project configuration will address these concerns adequately. As needed, our team will meet with individual property owners to discuss the Project and their particular "frontage" along the channel.
- » **PUBLIC STREET CROSSINGS AND INTERACTIONS:** The locations where trail access and/or road crossings occur represent critical points in the design process. These locations must encourage a regression of speed and promote caution in their approach by trail users. These locations must also provide for continued access by OCPW staff while preventing unauthorized vehicle use. BKF has experience in developing these features on previous projects. BKF will work with the City to develop configurations for these locations that are acceptable to City staff, OCPW, and residents.
- » **NPDES PERMIT REQUIREMENTS:** The existing paving of the channel access road consists of a layer aggregate base material. This material is pervious and presently allows for a certain amount of rainwater to be infiltrated through the aggregate base layer. The hardening of the surface of the access road for trail use will likely involve the use of a hardened, impervious surface. As such, the requirements of the City's NPDES permit will need to be met and associated Green Streets Low Impact Development (LID) Best Management Practices (BMPs) will need to be incorporated into the design to the maximum extent practicable. BKF will work with the City to determine the configuration and extent of LID BMP incorporation.



SCOPE OF WORK

TASK 1. COLLECT AND REVIEW DATA

BKF will collect and review previously prepared engineering information. This information will include:

- Channel record drawings from OCPW
- Channel hydraulic information
- City record drawings for the affected streets
- Utility record drawings for affected utilities
- Traffic Reports/Counts from adjacent Projects

TASK 2. SURVEY AND MAPPING

BKF will prepare a 20-scale aerial-based topography map and aerial photograph of the channel extending 50-feet into adjacent private properties along the channel. The mapping will include:

- Establishing survey control
- Setting aerial mapping targets
- Surveying location of existing ground features/utilities
- Flying the site for aerial mapping
- Preparing the 20-scale topography map
- Establishing record right of way lines for the channel



TASK 3. CONDUCT FIELD REVIEW

BKF will perform a field review of the project site. We will encourage both City and OCPW staff to join the site view. The field review will serve to identify possible design constraints and will also serve to clarify any ambiguous information contained in the topographic mapping.

TASK 4. DRAINAGE EVALUATION

BKF will evaluate the impact of drainage on the channel access road associated with the conversion of aggregate base paving to an impervious paving. This task will include:

- Identifying existing trail drainage inlets
- Identifying post-project flow rates tributary to inlets
- Evaluating existing swales and recommending modifications, if needed
- Review results with OC Public Works
- Incorporating results of evaluation into the 30% Plans and Project Report



TASK 5. PRELIMINARY WATER QUALITY MANAGEMENT EVALUATION

The change in surfacing will result in the project becoming a Priority Project falling under the requirements for Public Agencies. As such, an evaluation of the proposed improvements will be performed and recommendations for the incorporation of Best Management Practices (BMPs) will be made. These recommendations will follow the guidance provided by the United States Environmental Protection Agency (USEPA) guidance, "Managing Wet Weather with Green Infrastructure: Green Streets." This task will include:

- Identifying existing drainage management areas
- Assessing potential Design Capture Volumes
- Evaluating Green Streets BMP recommendations
- Review results with OC Public Works
- Incorporating results of evaluation into the 30% Plans and Project Report



TASK 6. PRELIMINARY 30%-LEVEL PLAN

BKF will prepare a set of preliminary layout drawings of the proposed trail improvements for City review and comment, and further input through community outreach efforts. The drawings will consist of the following:

- Title Sheet (1 Sheet): project title, vicinity map, location map, and sheet index
- Trail Layout Sheets (7 Sheets): 20-scale double-strip plan view sheets
- Detail Sheet (1 Sheet): locations where details are critical for cost or clarity
- Landscape Buffer Details (3 Sheets): Conceptual approach to the landscape buffer

This task will entail communications with OCPW to gain their concurrence with the layout of the proposed trail improvements.

TASK 7. PUBLIC OUTREACH – 3 MEETINGS

The design team is committed to building upon the City's public outreach efforts by maintain proactive communications with the public and other stakeholders. The design team's community outreach consultant, MIG, will lead the following services:

- Plan, coordinate, and staff up to three community meetings
- Prepare handouts and visual aids for meeting discussions
- Prepare summaries of meeting discussions, issues to be studied and decisions



TASK 8. FINAL 30%-LEVEL PLANS

BKF will prepare final layout drawings of the proposed trail improvements for use in subsequent project development efforts. The drawings will consist of the following:

- Preliminary 30%-Level Plans updated to address City comments
- Preliminary 30%-Level Plans updated to address OCPW comments
- Preliminary 30%-Level Plans updated as directed by City to reflect community input

TASK 9. PRELIMINARY COST OPINION

BKF will prepare a preliminary cost opinion that will consist of the following components:

- Quantity estimate based on 30%-level plans
- Unit costs based on similar projects or published cost data
- Contingency based on 30% project definition
- Soft costs to be provided by the City

TASK 10. PREPARE DRAFT PROJECT REPORT

BKF will prepare a Draft Project Report for the project. The draft version of the report will be complete with the exception of the incorporation of the City's comments. The Draft Report will include the following:

- Executive summary that will state the key findings
- Summary of alternatives considered
- Summary of public outreach meeting input and comments
- Summary of drainage and water quality evaluations
- Quantity estimates and cost opinion
- Copy of final 30%-Level Plans

TASK 11. PREPARE FINAL PROJECT REPORT

BKF will consider and incorporate City comments on the Draft Project Report. Comments that require further discussion with the City will be identified and responses for City consideration will be provided. A Final Project Report will be prepared upon the resolution or incorporation of all City comments.

TASK 12. MEETINGS, SCHEDULING, AND COORDINATION

BKF anticipates that meetings, other than public outreach meetings, will be conducted during the course of the project. These meetings will be used to coordinate the transfer of information and data, to present the results of analyses and design efforts, and to review comments issued by the City regarding the plans. This task also include maintaining the project schedule and updating the schedule as need to reflect project status.

TASKS REQUIRED FROM THE CITY

As the BKF Team is working through the tasks identified above and in the scope of work, we will be requesting information and assistance from the City on the following items:

- » Project Stakeholder Contact List
- » Record Drawing Information
- » Adjacent Environmental Studies/Reports
- » Traffic Counts/Studies
- » Previous Agreements with OCPW
- » Outreach Location Assistance

2019

Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar

2020

Jun 18 - Jul 5 Task 1: Data Collection and Review Data

Jun 24 - Jul 18 Task 2: Survey and Mapping

Jul 22 - Jul 26 Task 3: Field Review

Jul 29 - Aug 9 Task 4 : Drainage Evaluation

Jul 29 - Aug 9 Task 5: Water Quality Management Evaluation

Jul 26 - Sep 4 Task 6: Preliminary 30% Level Plan (Coordinate with OCPW)

Sep 19 - Mar 12 Task 7: Public Outreach

Sep 23 - Oct 25 Task 8: Final 30% Plans

Oct 25 Task 9: Preliminary Cost Opinion

Nov 14 - Jan 10 Task 10: Prepare Draft Project Report

Kickoff Meeting

Jun

Initial Public Meeting

Sep

Bikeway & Walkability Committee Meeting

Oct

2nd Public Meeting

Nov

3rd Public Meeting

Feb

Bikeway & Walkability Committee Meeting

Mar

City Council Meeting

Apr

2019

Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar

2020

BKF STAFFING

BKF incorporates a staff organization that is structured enough to provide efficiency and consistency, while being flexible enough to allow us to deliver any size project according to the needed schedule. **Services provided for this project will be managed by Sheila Amparo, PE, QSD/QSP.** The proposed team below will stay involved for the project duration, ensuring continuity and minimizing inefficiencies. If the schedule demands, we can utilize the assistance of other BKF team members in order to meet the project deadline. Our company is structured to ensure that we are always able to allocate adequate staff to meet project needs with respect to schedules.



- BKF Engineers
- Subconsultants
- 🔑 Key Personnel

PROJECT MANAGEMENT TEAM

🔑 **Chris Rideout, PE**
Principal in Charge
BKF Engineers

QUALITY CONTROL

🔑 **Tim Connors, PE, PMP**
QA/QC Engineer
BKF Engineers

🔑 **Sheila Amparo PE, QSD/QSP**
Project Manager
BKF Engineers

🔑 **Dan Villines PE**
Hydrology & Hydraulics Water Quality
BKF Engineers

BKF ENGINEERS, SURVEYORS, PLANNERS
470+ TOTAL STAFF | 14 OFFICES

SUBCONSULTANTS

🔑 **MIG**
Public Outreach & Landscape Design

🔑 **STANTEC**
Structural Engineering & OCPW Liaison

TEAM AVAILABILITY

KEY STAFF ASSIGNED	CURRENT WORKLOAD	COMMITMENT TO THE CITY OF COSTA MESA
Chris Rideout, PE Principal in Charge	<ul style="list-style-type: none"> • GSA #4 Mapping, APUD - 20% • Pico Rivera Bikeway Project - 20% • Trabuco/Remington Traffic Signal - 20% 	30%
Sheila Amparo, PE, QSD/QSP Project Manager	<ul style="list-style-type: none"> • Trabuco/Remington Traffic Signal - 20% • Pico Rivera Regional Bikeway - 30% • Mt. Vernon Viaduct Project - 10% 	40%
Dan Villines, PE Hydrology/Hydraulics Water Quality	<ul style="list-style-type: none"> • Pico Rivera Regional Bikeway - 30% • Downey Five Parks Project - 10% 	40%
Tim Connors, PE QA/QC Engineer	<ul style="list-style-type: none"> • Mt. Vernon Viaduct Project - 65% • Downey Five Parks Project - 15% 	15%
Steve Lang, ASLA (MIG) Outreach & Community Interface	<ul style="list-style-type: none"> • Downey Five Parks Project - 30% • Claremont Colleges - 30% • Veterans Park at Tustin Legacy - 15% 	20%
Phil Jones, PE (STANTEC) OCPW Liaison	<ul style="list-style-type: none"> • OCPW Carbon Creek Channel Study - 30% • OCPW Plan Creek Check Services - 20% • IRWD San Joaquin Marsh Diversion Study - 30% 	20%

KEY PERSONNEL RESUMES



CHRIS RIDEOUT, PE

PRINCIPAL IN CHARGE

Chris Rideout has 33 years of project management/design experience on numerous streetscape, roadway, utility infrastructure, and municipal improvement projects. He has been able to develop strong relationships with the local and regional approval agencies throughout his career, which assists in obtaining timely jurisdictional approvals. His strengths include providing creative alternatives with maximum amount of flexibility during the design, while maintaining the Project objectives and schedule.

SELECT PROJECT EXPERIENCE

EDUCATION

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

REGISTRATION

Professional
Civil Engineer
CA No. 44922

AFFILIATIONS

American Public
Works Association -
Member

TOTAL YEARS EXPERIENCE

33 years, 15 with BKF

Firestone Bridge Replacement Project, Norwalk/Downey, CA

- Developed complex staging and traffic handling to maintain access to adjacent properties to adjacent properties, reducing damages
- Led the coordination with numerous 3rd party utilities including SCE overhead relocation, CBMWD reclaimed waterline protection and Verizon temporary support scheme during construction
- Led the effort in coordinated Utility Agreements for Caltrans Certification
- Prepared roadway plans depicting pavement replacement and rehabilitation
- Minimize the need for both temporary and permanent right of way needs
- Coordinated with LACFCD for access road and re-alignment of regional bike trail

Jamboree/Barranca Intersection Improvement Project, Irvine, CA

- Led the design effort for the intersection modification design
- Led the development of alignment alternatives minimizing the need for additional right of way
- Developed PS&E package implementing project objectives
- Confirmed the desired traffic operations to the lane configuration
- Established 3rd party utility relocation needs

Bartley Avenue Rehabilitation Project, Santa Fe Springs, CA

- Led the design team in incorporating new drainage facilities, pedestrian safety lighting and drought tolerant landscaping
- Met with residents to incorporate concerns into design as well as construction
- Coordinated construction activities with both the Contractor and City Representatives including traffic control and detour determination

Tabuco/Remington Traffic Signal, Irvine, CA

- Project reports include traffic analyses and environmental studies
- Geometric configuration of the intersection
- Flood control design, the installation of traffic signals and retaining walls within the Central Irvine Channel

OCTA Tustin/Rose Grade Separation, Anaheim, CA

- Evaluated three preferred alternatives for Orangethorpe Avenue & Tustin/Rose
- Geometric configurations for ROW acquisition and cost
- Coordination with 13 different utility companies for relocation/protection
- Construction staging minimizing traffic impacts and construction costs
- Construction staging of utility relocations to minimize traffic impacts
- Led the coordination with adjacent property owners to minimize impacts to operations during the complex construction staging
- Prepared the required documents in support of the Caltrans Certification

KEY PERSONNEL RESUMES



SHEILA AMPARO, PE, QSD/QSP

PROJECT MANAGER

Sheila Amparo has over 19 years of civil engineering experience in roadway design, grading, utilities coordination and highway/bridge projects. Sheila has led the design efforts for roadway geometrics, grading, signing and striping, stage construction and traffic handling. Sheila's experience working with various cities includes the City of Pico Rivera on the Regional Bikeway Project and the City of Irvine on the Trabuco/Remington Traffic Signal project as Project Manager where she is preparing project reports including traffic analyses and environmental studies for the geometric reconfiguration of the intersection. As the Project Manager on this Project, Sheila will assist with the entire process, and ensure that the coordination among team members is consistent and clear.

SELECT PROJECT EXPERIENCE

EDUCATION

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

REGISTRATION

Professional
Civil Engineer
CA No. 78003

Qualified SWPPP
Developer (QSD)
& Practitioner (QSP)
CA No. 26297

TOTAL YEARS EXPERIENCE

19 years, 5 with BKF

Pico Rivera Regional Bikeway, Pico Rivera, CA

- Deputy Project Manager
- Led Civil Design
- Managed team through PA/ED phase of the Project to meet funding deadlines
- Worked closely with the City and Environmental subconsultant to submit Environmental Documents to Caltrans, and permitting applications with Army Corps of Engineers
- Coordinated with design team
- Worked closely with City for Public Outreach

Foster Road Side Panel, Norwalk, CA

- Project engineer for geometric alignments alternatives
- Lead civil designer
- Led coordination efforts with design team
- Developed side panel geometry and roadway striping modification for Road-Diet
- Civil team leader for design and coordination with sub-consultants
- Generated utility composite plan and identified utility relocation needs
- Developed stage construction concept to minimize impact to public
- Project was a task order from the On-Call Roster
- Prepared PS&E submittal Package

Trabuco/Remington Traffic Signal, Irvine, CA

- Project Manager preparing project reports including traffic analyses and environmental studies geometric reconfiguration of the intersection
- Preparing PS&E submittal package
- Leading flood control design, installation of traffic signals and retaining walls within the Central Irvine Channel

Jamboree/Barranca Intersection Improvements, Irvine, CA

- Design leader for roadway widening plans
- Led the coordination effort with SCE on the new traffic signal clearance to eliminate relocation needs
- Led composite utility documentation and relocation needs
- Led field review meetings with City and property owners
- Coordinated potholing for new traffic signal foundations
- Led the coordination efforts for design and quality control for entire design team
- Prepared roadway plans depicting pavement replacement and rehabilitation

KEY PERSONNEL RESUMES



DAN VILLINES, PE

HYDROLOGY & HYDRAULICS WATER QUALITY

Dan Villines offers more than 28 years of professional civil engineering experience in the technical field of water resources. His experience includes hydraulic and structural analyses for the preparation of design plans, specifications and cost estimates for retaining walls, flood walls, dams, detention basins, water supply, wastewater, and flood control facilities. Dan has performed plan-check services for public agencies to verify hydrology and hydraulic design considerations. He has extensive knowledge of computer based hydraulic models for both open canal and piping systems for the purpose of determining cost effective and efficient hydraulic conveyance systems. Dan has been involved in the structural analysis, design, and construction of several hydraulic based projects in Southern California.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S. Civil Engineering;
California State
Polytechnic University
Pomona, Pomona CA

REGISTRATIONS

Professional
Civil Engineer
CA No. 55210

AFFILIATIONS

Hydrology and
Hydraulic Technical
Group

American Society of
Civil Engineers

TOTAL YEARS EXPERIENCE

28 years

San Diego Creek Invert Repair Project, Irvine, CA

Dan managed the final civil engineering services for the preparation of an Invert Repair Plan for the San Diego Creek reach between Jeffrey Road and Sand Canyon Avenue. Services involved aerial mapping, hydraulic and structural analyses, preparation of improvement plans, specifications and cost estimates, preparation of Operation and Maintenance Manual, and reviewing and processing through the Orange County Resources and Development Management Department.

Westminster Channel CLOMR Acquisition, Westminster, CA

Dan managed the preparation of a Conditional Letter of Map Revision (CLOMR) application package for the acquisition of the Westminster Channel. The CLOMR was obtained on behalf of the Orange County Department of Public Works (OCDPW) based on improvement plans prepared for a parallel box conduit that expanded the channel capacity. The project involved performing a technical peer review of the hydrologic and hydraulic analyses for the proposed facilities and working with the OCDPW to address technical comments. Dan assembled the CLOMR application package, obtained the required Community Official signature from the City, and processed the CLOMR application with FEMA to obtain approval. The CLOMR was received from FEMA on time and within budget.

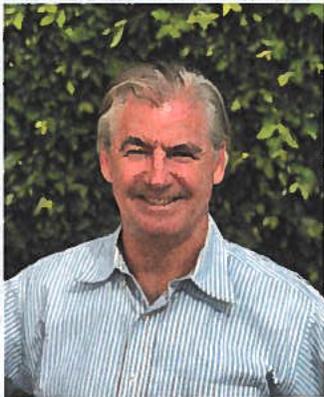
Michelson Reclamation Plant Floodwall, Irvine, CA

Dan was the project manager for the analysis and design of approximately 5,000 linear feet of floodwall surrounding three facilities including the Irvine Ranch Water District Michelson Reclamation Plant. Floodwall designs were developed to remove the plant from the mapped FEMA floodplain for San Diego Creek. As a part of the project, we performed a hydraulic study of the Creek, developed a floodwall perimeter protection plan for the plant, and gained approval of a CLOMR application from FEMA that removes the plant from the mapped floodplain.

Tustin Ave./Rose Dr. Grade Separation Project, Orange County, CA

Dan prepared plans, reports and supporting technical studies for the storm drain and water quality portions of OCTA's Tustin Avenue Grade Separation project. Services included the completion of the PS&E documents. He assisted with the incorporation of the Tustin/Rose Grade Separation Quality Management System Manual (QMS Manual) procedures, and the incorporation of OCTA's comments at 65 percent and draft 100 percent level submittal. Dan provided processing of the plans and their supporting studies with the Orange County Public Works (OCPW) for an encroachment permit for project modifications to the existing Atwood Channel (Facility No. E04).

KEY PERSONNEL RESUMES



J. TIM CONNORS, PE, PMP

QUALITY ASSURANCE/QUALITY CONTROL ENGINEER

Tim Connors has successfully performed in the Civil and Structural Engineering consulting environment for over 35 years. He has worked across a broad spectrum of large-scale public and private infrastructure engineering and construction developments. Projects that Tim has worked on include highway design, bridge seismic retrofitting structural design, light rail transit design, and residential/commercial/retail structures design and construction. Tim will serve as the Quality Assurance/Quality Control Engineer for this Project, his key role is to assure that BKF Quality Control procedures are closely followed and the procedure documented.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S. Civil Engineering;
University of
Massachusetts,
Amherst, MA

REGISTRATIONS

Professional
Civil Engineer
CA No. 45583

CERTIFICATIONS

Project Management
Professional
CA No. 2081125

LICENSING

General Engineering
"A" Contractor
(964163)

TOTAL YEARS EXPERIENCE

35 years, 1 with BKF

SR-73 San Joaquin Hills Toll Roads, Orange County, CA

- Senior Project Engineer and Section Manager for the northern section from University Drive to Newport Center Drive
- Design-build toll road project a limited-access, 17-mile, six-lane controlled access toll road
- \$802 million project runs approximately parallel with the Pacific Coast Highway and the San Diego Freeway (I-405/I-5)
- Included 10 interchanges encompassing 68 bridges, 725,000 square feet of retaining walls and 32 million cubic yards of excavation
- Mapping and appraisal of more than 100 individual parcels and incorporated more than 300 environmental mitigation measures into the design

SR-57 Freeway Widening, Orange County, CA

- Managerial Design and Construction Oversight
- Project involves extending the 5th general-purpose lane between Orangewood Avenue and Katella Avenue
- Improving Katella Avenue off-ramp by widening the bridge over the railroad tracks or constructing a new 2-lane bridge over the railroad tracks
- Converting the Orangewood Avenue straight/slip on-ramp to a loop on-ramp

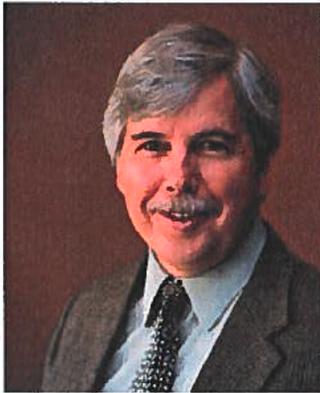
North Broadway Street Viaduct Seismic Retrofit, Los Angeles, CA

- Managerial Design and Construction Oversight
- Reinforced concrete structure, 70 feet wide and 900 feet long with seven (7) arch spans, supported by hollow piers and two abutments
- Seismic retrofitting project involved retrofitting arch ribs, spandrel columns, piers, abutments and pier foundation
- Constructing new reinforced concrete bridge deck with sidewalks
- Reconstructing historical railing, ornamental lights, Doric pylons at each end of the bridge and decorative columns on pier buttresses

El Portal Road Widening, Yosemite Valley, CA

- Senior Project Manager
- Repaired weather damaged roadway and infrastructure with roadway upgrades, including scenic vista turnouts
- Special emphasis placed on slope stabilization through the use of decorative, sculpted and colored concrete walls and structures
- Work included major drainage improvements, rehabilitation and reconstruction of the damaged sanitary sewer, asphalt concrete pavement replacement, and guide wall design and construction

SUBCONSULTANT RESUMES



MIG | STEVEN LANG, PLA, ASLA PUBLIC OUTREACH & COMMUNITY INTERFACE

Steve Lang is an award-winning landscape architect who has dedicated his career to creating outdoor environments that offer memorable, positive connections for people to each other and to nature. His early artistic talents converged with his love for the spaces beyond building walls to forge a 40-year vocation. Licensed in four states, Steve's work can be found around schools and sports fields, in forests and downtowns, through plazas and parks and along streets and waterways. He believes there's a deeper story to every project and he strives to bring it to the surface through interpretation, education and art.

Steve also recognizes and values the lasting impact of his designs. Time is the added dimension that brings out the full potential of his landscapes. A scattering of sycamores transforms into a giant grove. A sand dredging pit becomes a nature park and multi-use trail. A transit corridor turns into an ocean shoreline-themed outdoor art gallery and entertainment destination. Steve has taken hundreds of projects from a concept on paper to a real place on the ground. His creativity, communication skills and attentive listening as an outreach facilitator during the design process, elicit ideas and visions that he translates into conceptual studies, master plans and construction drawings.

Through their engagement in Steve's design process, clients and communities can understand and embrace project goals and challenges. And ultimately, they gain a sense of ownership and pride in the final, physical outcomes – outcomes that can last a lifetime.

SELECT PROJECT EXPERIENCE

- **Anaheim Coves Phase I and II, Anaheim, CA**
- **Anaheim Urban Greening Plan, Anaheim, CA**
- **Ponderosa Park and Family Center, Anaheim, CA**
- **Westlake Village Community Park, Westlake Village, CA**
- **South Park Relocations, Hermosa Beach, CA**
- **Claremont Hills Wilderness Park, Claremont, CA**
- **Cerritos Park East, Cerritos, CA**
- **Compton Creek Nature Park, Compton, CA**
- **West San Gabriel Rivers Parkway Nature Trail Phase I, II, and III, Lakewood, CA**
- **25 Westminster Parks Renovation, Westminster, CA**
- **Parks Renovation – Adlena, Byerrum and Valencia, Fullerton, CA**
- **Dills Park, Paramount, CA**
- **El Dorado Nature Park on the Pacoima Wash, Los Angeles, CA**
- **Pico Park Renovation, Pico Rivera, CA**
- **Santee Towncenter Park, Santee, CA**
- **Craig Ranch Regional Park, North Las Vegas, NV**

EDUCATION

Bachelor of Arts, Landscape Architecture, University of California, Berkeley

REGISTRATIONS

Registered Landscape Architect:
CA #1771
NV #461
OH #1066
PA # 1382

TOTAL YEARS EXPERIENCE

35 years

AFFILIATIONS

American Society of Landscape Architects (ASLA)

California Parks and Recreation Society (CPRS)

SUBCONSULTANT RESUMES



STANTEC | PHIL JONES, PE, QSD/QSP ORANGE COUNTY PUBLIC WORKS LIAISON

Phil Jones has over 34 years of experience managing engineering design, maintenance, and construction administration services for various public works projects, including flood control facilities, roadways, bridges, and bicycle and pedestrian pathways. **For more than 30 years, Phil served within the County of Orange, OC Public Works Department (OCPW) in the Design, Construction, and Operations & Maintenance Divisions, on behalf of the County of Orange and the Orange County Flood Control District (OCFCD),** with the mission of protecting Orange County areas from the threat and damage of flooding. Phil played an integral role, most notably as the Manager of the Design Division and Manager of the General Maintenance Division, updating the County's road, bridge, and regional flood control infrastructure. Phil continues to provide flood control infrastructure engineering, working closely with Community Development and Water Resources teams to deliver floodplain hydraulic analysis, water quality management plans, hydrology and drainage studies, and preparation of technical specifications.

SELECT PROJECT EXPERIENCE

Carbon Canyon Park - Hydraulic Feasibility Study, Brea CA

Phil prepared a preliminary design report and provided a drainage alternatives analysis for the Westside Drainage System, as part of the hydraulic feasibility study at Carbon Canyon Regional Park in Brea, California. The project developed alternatives for flood prevention and conveyance of stormwater flows.

East Garden Grove - Wintersburg Channel Design and Fullerton Creek Channel Design, Orange County CA

Phil provided HEC RAS floodplain analysis for the East Garden Grove-Wintersburg Channel and Fullerton Creek Channel, as part of Orange County Flood Control District's FEMA Hazard Mitigation Grant Application.

Carbon Creek Channel Facility Study, Brea CA

Phil prepared a preliminary design report and provided a drainage alternatives analysis for the Westside Drainage System, as part of the hydraulic feasibility study at Carbon Canyon Regional Park in Brea, California. The project developed alternatives for flood prevention and conveyance of stormwater flows.

General Maintenance Division Manager, Orange County Public Works

Phil managed the ongoing maintenance and operations of regional dams, pump stations, and water diversion facilities where he oversaw maintenance supervisors in charge of the County Worker and Court Referral Programs, fabricators and installers, welders, and carpenters in the Special Trades Section for County road signs.

Orange County Public Works Design Division Manager

Phil managed the engineers, project managers, design engineers, and engineering technicians/draftsmen employed in the OC Public Works Design Division. Division responsibilities included developing technical engineering studies and construction plans, specifications, estimates, and construction documents for regional and local infrastructure projects. During disasters and heavy storm activity, Phil led a team of storm patrol leaders and emergency workers.

EDUCATION

MS, Civil Engineering
BS, Civil Engineering
University of Long Beach CA

REGISTRATIONS

Professional
Civil Engineer
CA No. 44010

Qualified SWPPP
Developer (QSD)
& Practitioner (QSP)
CA No. 20073

TOTAL YEARS EXPERIENCE

34 years

AFFILIATIONS

American Public
Works Association,
2008-Present

Member, Floodplain
Management
Association

Member, American
Society of Civil
Engineers,
1985-present

APPENDIX SECTION

- 01** REQUIRED FORMS:
1. Company Profile & References
 2. Ex Parte Communications Certificate
 3. Disclosure of Government Positions
 4. Disqualifications Questionnaire
 5. Campaign Contribution Disclosure Form
- 02** PUBLIC OUTREACH
GRAPHIC EXHIBITS

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: BKF Engineers

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

Active licenses issued by the California State Contractor's License Board: None

Business Address: 4675 MacArthur Court, Suite 400, Newport Beach CA 92660

Website Address: www.bkf.com

Telephone Number: 949-526-8460 Facsimile Number: 949-526-8499

Email Address: crideout@bkf.com

Length of time the firm has been in business: 104 years Length of time at current location: 2 1/2 years

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

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

Is your firm incorporated: Yes No If yes, State of Incorporation: California

Federal Taxpayer ID Number:

94-1729773

Regular business hours: 8am - 5pm

Regular holidays and hours when business is closed:

Office is closed on New Year's Day, Presidents Day, Memorial Day, 4th July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Contact person in reference to this solicitation:

Chris Rideout, PE

Telephone Number: 949-526-8462 Facsimile Number: 949-526-8499

Email Address: crideout@bkf.com

Contact person for accounts payable:

Laurie Miller

Telephone Number: 650-482-6300 Facsimile Number: 650-482-6399

Email Address: lmiller@bkf.com

Name of Project Manager: Sheila Amparo, PE, QSD/QSP

Telephone Number: 949-526-8478 Facsimile Number: 949-526-8499

Email Address: samparo@bkf.com

COMPANY PROFILE & REFERENCES

(Continued)

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

Company Name: City of Costa Mesa Telephone Number: 714-754-5096

Contact Name: Arash Rahimian, PE Contract Amount: \$104,308

Email: arash.rahimian@costamesaca.gov

Address: 77 Fair Drive, Costa Mesa CA 92626

Brief Contract Description: The Costa Mesa Soundwall Project consisted of eight project location sites and multiple sound wall gap closures for each site.

Company Name: Former Acting City Engineer with the City of Norwalk Telephone Number: 714-412-1597

Contact Name: Bill Zimmerman, PE Contract Amount: \$2,150,000

Address: 12700 Norwalk Boulevards, Norwalk CA 90650

Email: wgzimmerman@wgze.com

Brief Contract Description: The Foster Road Side Panel project replaces a 60-year old damaged asphalt median used by students, bicyclists and residents.

Company Name: Orange County Public Works Telephone Number: 714-647-3939

Contact Name: Kevin Onuma Contract Amount: \$12,000,000

Email: kevin.onuma@ocpw.ocgov.com

Address: 300 N. Flower Street, Santa Ana CA 92703

Brief Contract Description: The San Diego Creek Invert Repair Project included the preparation of final civil engineering services for the reach located between Jeffrey Road and Sand Canyon Avenue in the City of Irvine, California

Company Name: City of Irvine Telephone Number: 949-724-6378

Contact Name: Tran Tran, PE Contract Amount: \$1,300,000

Address: 1 Civic Center Plaza, Irvine CA 92618

Email: ttran@cityofirvine.org

Brief Contract Description: Trabuco/Remington Traffic Signal Project consisting of 2 phases: Project Report and PS&E

Company Name: City of Irvine Telephone Number: 949-724-7556

Contact Name: Darrell Hartman, PE Contract Amount: \$2,540,000

Email: dhartman@cityofirvine.org

Address: 1 Civic Center Plaza, Irvine CA 92618

Brief Contract Description: The Jamboree/Barranca Intersection Improvement Project included construction documents for the modification of the intersection

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **ENGINEERING & PUBLIC OUTREACH SERVICES PAULARINO CHANNEL MULTIPURPOSE TRAIL PROJECT** at any time after **April 17, 2019**.

 _____ **Date:** May 8, 2019
Signature

Chris Rideout, PE
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **April 17, 2019** with a City Councilmember concerning **ENGINEERING & PUBLIC OUTREACH SERVICES PAULARINO CHANNEL MULTIPURPOSE TRAIL PROJECT**. A copy of all such communications is attached to this form for public distribution.

_____ **Date:** _____
Signature

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

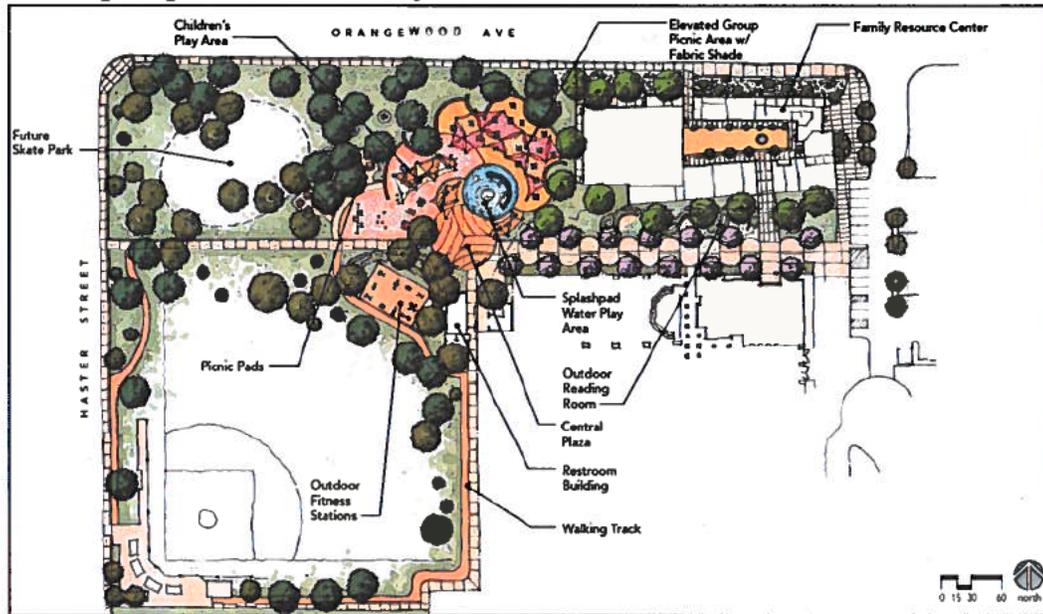
Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety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

Yes _____ No

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

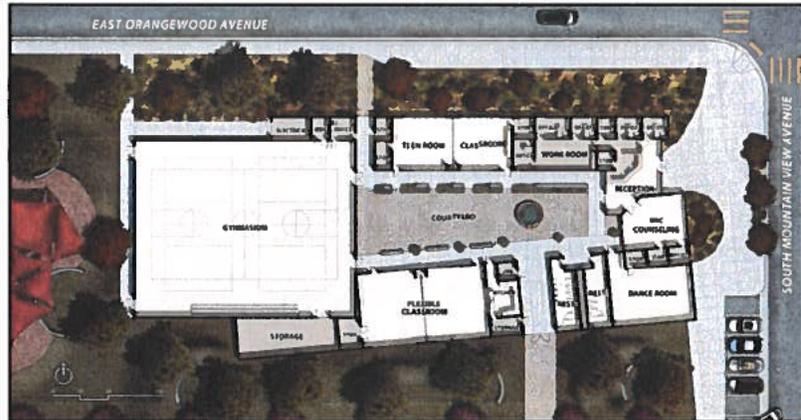


*El Departamento de Servicios Comunitarios
de la Ciudad de Anaheim te invita a una*
JUNTA COMUNITARIA
*para presentar el diseño conceptual del
parque Ponderosa y Centro de Recursos Familiares*



miércoles
1 de octubre 2014
6:30 p.m.

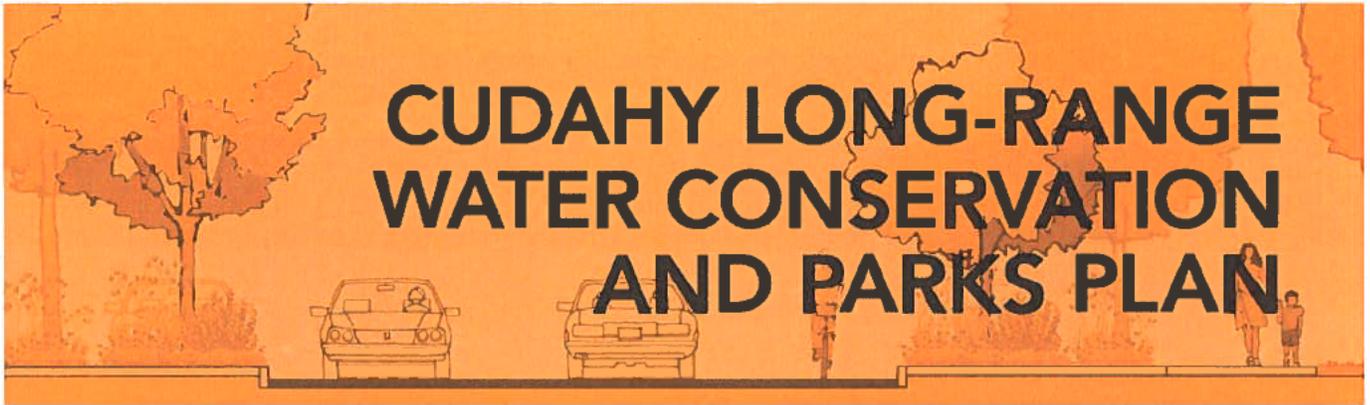
**Ponderosa Park
Family Resource Center
2100 S. Haster St.
Anaheim, CA**



Para más información, comuníquese con Pamela Galera al
 (714) 765-4463 o pgalera@anaheim.net



Para obtener este folleto en un formato alternativo o si requiere una modificación para participar en la reunión pública, comuníquese con Pamela Galera at (714) 765-4463 o TTY (714) 765-5125 por lo menos 72 horas antes del evento programado o reunión.



CUDAHY LONG-RANGE WATER CONSERVATION AND PARKS PLAN

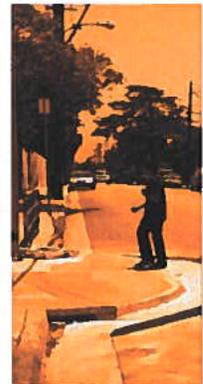
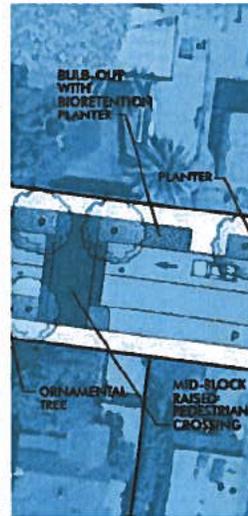
Domingo Octubre el 15
Sunday October 15th

¡Te queremos escuchar!
We want to hear from you!

Únase con nosotros para aprender sobre este importante plan para la Ciudad de Cudahy.
Join us to learn more about this important plan for the City of Cudahy.

Sagrado de Corazon
4235 Clara Street
12:00-1:00PM

¡Tomar nuestra encuesta!
Take our survey!
<https://www.surveymonkey.com/r/MYXXHVB>



M I G



CUDAHYCA
OPEN MINDS. OPEN DOORS.

WWW.CITYOFCUDAHY.COM/GENERAL-PLAN-UPDATE.COM



Let's talk about ways to improve our parks!

¡Hablemos de maneras de mejorar nuestros parques!

Hãy nói về những cách để cải thiện công viên của chúng ta!

Halloween Pop-Up Activity at Westminster Mall | Online Park Survey | Picnic Pop-Up Activity at Sigler Park | Activity Packet for Groups

Intrigued????

Click here to find out more:

http://www.westminster-ca.gov/our_city/depts/cs/default.asp



CONTACT

CHRIS RIDEOUT, PE

PRINCIPAL IN CHARGE

(949) 526-8462

CRIDEOUT@BKF.COM

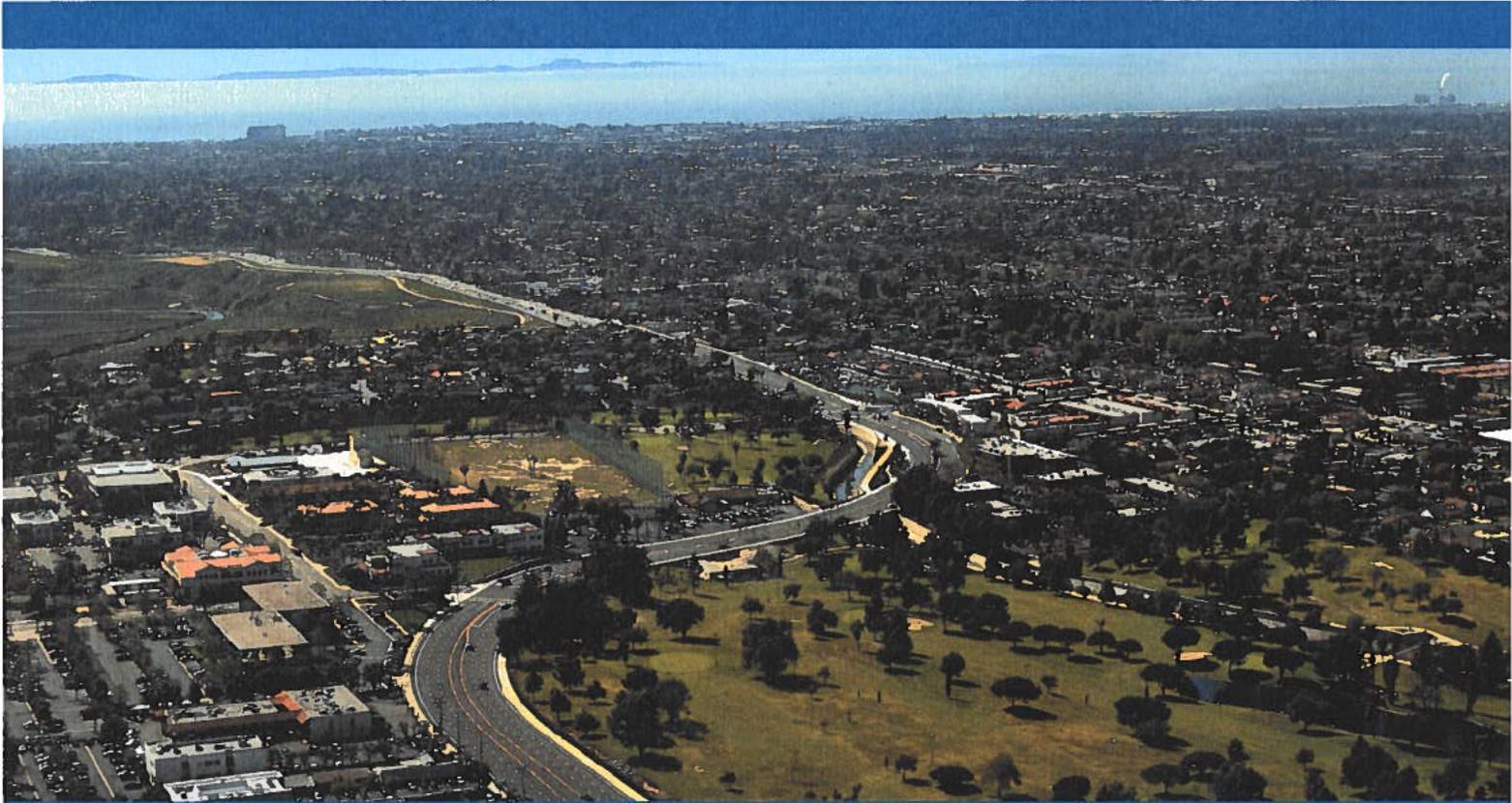


EXHIBIT C
FEE SCHEDULE

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2019

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	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com		FAX (A/C, No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE		
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City CA 94065-1428	INSURER A : Travelers Property Casualty Co of Ameri		NAIC # 25674
	INSURER B : XL Specialty Insurance Co.		37885
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1845994292 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6808J585363	9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8J591007	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP8J595006	9/1/2018	9/1/2019	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 under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9K584739	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> 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			DPR9927800	7/1/2018	7/1/2019	\$5,000,000 \$7,000,000	per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Paularino Channel Multipurpose Trail Project - The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). **SEVERABILITY OF INTERESTS:**
 Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
 a. As if each Named Insured were the only Named Insured; and
 b. Separately to each insured against whom claim is made or suit is brought.
 30 Day Notice of Cancellation

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa CA 92626	CANCELLATION 30 Days Notice of Cancellation
	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 

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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.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. BLANKET ADDITIONAL INSURED</p> <p>B. EMPLOYEE HIRED AUTO</p> <p>C. EMPLOYEES AS INSURED</p> <p>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>E. TRAILERS – INCREASED LOAD CAPACITY</p> <p>F. HIRED AUTO PHYSICAL DAMAGE</p> <p>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> | <p>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</p> <p>I. WAIVER OF DEDUCTIBLE – GLASS</p> <p>J. PERSONAL PROPERTY</p> <p>K. AIRBAGS</p> <p>L. AUTO LOAN LEASE GAP</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> |
|--|--|

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designated Additional Insured

All parties required by written contract

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

PROVISIONS

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

The insurance afforded under this Coverage Part to an additional insured designated in the Schedule above 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 if you agree in a written contract or agreement that the insurance afforded to such additional insured under this Cover-

age Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to such other insurance only if:

- (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: 6808J585363

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 5/17/2019

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**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **SECTION II**.

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 and executed 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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB9K584739

**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: 5/17/2019

ST ASSIGN: CA

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;

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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.