

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this ___ day of July, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AKAL CONSULTANTS DBA AAHK, INC., a California Corporation ("Consultant").

WITNESSETH :

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

"A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed Twenty One Thousand Dollars (\$ 21,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months ending on June 30, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four (4) term

- (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

AKAL Consultants dba AAHK,
Inc.
34 Monserrat Place
Foothill Ranch, CA 92610
Tel: 949-586-1006
Fax: 949-313-1710
Attn: Kenwal J. Sing, M.S., P.E.

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5291
Fax: 714-754-5330
Attn: Baltazar Mejia

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

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

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

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

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

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

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that 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 which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF COSTA MESA,
A municipal corporation



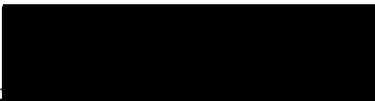
Chief Executive Officer of Costa Mesa

Date: 9/26/12

Department 

Date: 9.17.12

CONSULTANT



Signature

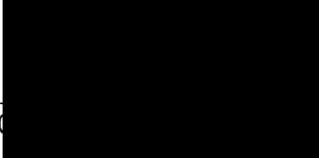
Date: 09/11/2012

KANWAL J. SINGH, PRINCIPAL ENGINEER

Name and Title

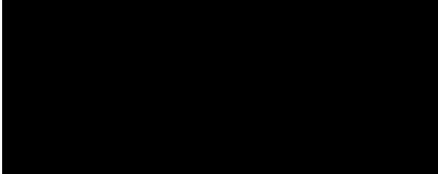
Social Security or Taxpayer ID Number 

APPROVED AS TO FORM:



Date: 07/13/12

APPROVED AS TO INSURANCE:



Date: 9/6/12

EXHIBIT A
CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

CELESTIAL CORPORA... (unreadable)

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

April 4, 2012

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE HARBOR BOULEVARD BEAUTIFICATION PROJECT

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services to design the Harbor Boulevard Beautification Project. The project consists of three primary components: I) Addition of planter areas adjacent to the existing curb; II) Enlargement of planted area at existing medians; and III) Installation of new entry monument.

The anticipated schedule of events to complete the professional services for the project is as follows:

<u>EVENTS TO COMPLETE ENGINEERING</u>	<u>DATE</u>
1) Mandatory Pre-Proposal Meeting	04/17/2012
2) Proposal Received by City	05/10/2012
3) Selection of Consultant	05/22/2012
4) Contract Award	06/14/2012
5) Kick-off Conference	06/18/2012
6) First Submittal of Construction Plans (70%)	07/30/2012
7) Second Submittal of Construction Plans (100%)	08/20/2012
8) Environmental Documents Completed	08/20/2012
9) Complete Final Design and PS&E's	09/10/2012
10) Obtain Project Authorization to Proceed with Construction (E-76)	11/30/2012

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE HARBOR BOULEVARD BEAUTIFICATION PROJECT

I. INTRODUCTION

The Harbor Boulevard Beautification Project (Exhibit A) is located between Baker Street and Gisler Avenue and proposes to construct planter areas on both sides of the street, planting of Queen Palms (20' trunk height min) at strategic locations designed to create a visual impact to the public, drought-tolerant landscape with plenty of color for a visually pleasing experience, state-of-the art irrigation system, adding additional landscape areas to the medians and the installation of a new entry monument sign at MacArthur Boulevard with solar-powered LED lights. A preliminary concept plan (Exhibit B) has been prepared for reference.

The City has been awarded a Transportation Enhancement (TE) grant and the selected consultant will be required to prepare construction documents in compliance with the granting source, including environmental documents and submittals to Caltrans required to obtain an E-76.

The City of Costa Mesa is seeking a consultant team with a strong background in urban landscape design and document preparation to comply with federal grants administered by the State of California Department of Transportation (Caltrans).

A. General Goals:

The general goals for this project include a colorful, visually pleasing, landscaped parkway between Baker Street and Gisler Avenue, enhancements to existing medians and the installation of an entry monument sign at MacArthur Boulevard.

B. Minimum Consultant Qualifications:

The key project staff furnished by the consultant and sub-consultants must have at least five years prior experience on similar types of projects. All consultants responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project and responsiveness to the needs and concerns of the City of Costa Mesa.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which City staff should be made aware. The project approach shall contain clarifications or additional scope of work you feel are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will perform the work and a brief resume of each team member (including a list of similar type projects in which they have

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the City's standard Professional Services Agreement (PSA) is enclosed for reference (Exhibit C). The selected consultant is expected to comply with and meet all the requirements of the standard PSA. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services as stated in both the City's RFP and the consultant's submitted proposal will be allowed.

VI. INSURANCE REQUIREMENTS

A certificate of insurance is enclosed for your reference (Exhibit D). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review:

Analyze the project, perform field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff, affected business, and other agencies involved during the progress of the design for appropriate guidance and coordination (assume six meetings). The consultant shall take notes during the meetings and prepare meeting minutes that shall be submitted to the City for approval within one week after the meeting.

The project limits for this phase include the areas shown in Exhibit A. This area may be extended south (Exhibit E) if the preliminary budget figures for the initial segment show leftover funds. Consultant to include in the proposal additional design services as an additive item for the City's consideration for the following segments:

1. Adams Avenue to Baker Street.
2. Wilson Street to Adams Avenue.
3. 19th Street to Wilson Street

The scope of work shall address planning, environmental, and design issues for the project and adjacent private properties.

Identify all project costs, including but not limited to, current and ongoing research, planning, design, implementation, management, and maintenance for the project. It is anticipated that the project will be funded by a combination of grants and City funds.

F. Environmental Document Preparation and Handling:

The selected consultant must furnish qualified personnel with extensive experience in handling and processing environmental documents through Caltrans.

G. Plans:

1. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project. Scale for plan and profile drawings shall be as follows: Horizontal: 1" = 20'; Vertical: 1" = 2'. Scale for detail drawings shall be as follows: Horizontal: 1" = 10'; Vertical: 1" = 1'.
2. The consultant shall prepare preliminary and final color renderings (hard copy and PDF), planting plan and palette, and a minimum of two isometric views to be used in presentations and reports.
3. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
4. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

H. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

I. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. In addition, quantity take off sheets shall be provided by the consultant to aid the City during construction.

J. Construction Documents:

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

Final construction drawings shall be provided to the City on four mil thick, erasable Mylar sheets.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity

- e. Submit environmental documents and incorporate traffic control plan into the final plans.
4. Preliminary Engineering – Final PS&E's:
- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
 - b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed on reproducible Mylar with each sheet stamped and signed.
 - c. Process environmental and construction documents through Caltrans to obtain an E-76 for the project.
 - d. Submit final SWPPP.
7. Deliverables:
The CONSULTANT shall provide the City with the following:
- a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel, PDF, etc).
 - b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel, PDF, etc.).
 - c. Approved permits and E-76.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for providing all available maps, existing hardcopy plans, reports, and records on file with the City.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

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

X. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and/or to delete any portion(s) of the submitted proposal. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals and documents submitted to the City of Costa Mesa become the City's property for its own use as deemed necessary.

AKAL Consultants

Project Services

May 15, 2012

Mr. Baltazar Mejia, P.E.
Senior Engineer
City of Cost Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92628-1200

Subject: *AKAL Proposal for Professional Engineering Services for Preparation and Processing of E76 for the Harbor Boulevard Beautification Project in the City of Costa Mesa.*

Dear Mr. Mejia:

AKAL Consultants is pleased to present our proposal to provide professional engineering services to prepare and coordinate approval from Caltrans of the E76 fund obligation package, Preliminary Environmental Study (PES) Form for NEPA documentation, CTC Vote allocation package and calculating UDBE goal for the proposed Harbor Boulevard (Baker St to Gisler Ave) Beautification project funded with Federal-aid funds and matching local City funds.

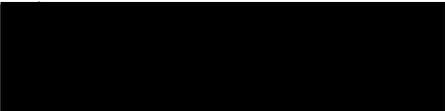
Enclosed is a CD with pdf file of our proposal for the proposed services and Fee Proposal in a separate envelope.

We want to thank you for the opportunity to present our proposal and look forward to assisting the City in successful completion of this proposed beautification project. Please feel free to contact the undersigned at (949) 586-1006 or (949) 293-1487, if you have any questions or additional information is needed.

Sincerely,

AKAL Consultants

(dba of AAHK, Inc – a California Corporation)



Kanwal J. Singh, M.S., P.E.
Principal Engineer

- Attachments: 1. AKAL Proposal on CD
2. Fee Proposal and Cover Letter in a Separate Envelope

AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"

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- Financial Condition:

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- Project Understanding
- Work Plan / Scope of Work

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- Professional References for Related Experience:

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7. QUALITY OF DELIVERABLES:

8. PROJECT SCHEDULE AND COST:

9. FIRM'S STRENGTHS:

APPENDIX "A":

- Staff Resume

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

- Project management and coordination services for planning, design, right-of-way and construction phases
- Prepare final reports and/or initial payment reimbursement requests for Measure M allocations
- Civil and structural design of public works projects, residential, industrial and commercial developments including retaining walls and special structures
- Construction management and project closing

Financial Condition:

AKAL Consultants is in good financial condition and generates positive cash flow from on-going operations. There are no liens or pending litigation against the company. Company has no long term or short term debt or unpaid tax obligations. Company overhead is reasonable.

2. PROJECT UNDERSTANDING and WORK PLAN:

Project Understanding

We have carefully reviewed the Harbor Boulevard Beautification project RFP, proposed project improvements and supporting information provided by the City. City intends to implement the landscaping and hardscaping enhancements of Harbor Boulevard corridor within the project limits utilizing federal-aid transportation enhancement activities grant funds and matching local city funds. To utilize federal-aid funds on this project, City will need to follow the Federal and State funding guidelines for this project including obtaining approval of environmental NEPA documentation, CTC vote allocation and E76 fund obligation. Plans, Specification and Estimate (PS&E) and contract documents will also need to comply with federal funding guidelines. City can advertise the project for construction work only after obtaining approval of the E76 from Caltrans and FHWA for the construction phase.

AKAL Consultants specializing in assisting the cities in Orange County in preparing and coordinating approval of E76 fund obligation packages, NEPA documents and CTC Vote allocation packages for these types of projects. Available options regarding project limits for environmental approval and eligible construction contract items to maximize utilization of allocated federal-aid funds will be discussed with the City's Project Manager.

Work Plan/ Scope of Work

The following tasks will need to be performed for approval of the E76 fund obligation approval for the Harbor Boulevard Beautification project:

- Preparation of Preliminary Environmental Study (PES) Form for NEPA approval.
- Prepare CTC Vote Allocation package for approval from OCTA, Caltrans and CTC.
- Prepare E76 fund obligation package for approval from Caltrans and FHWA.

Additional tasks that will need to be completed for E76 fund obligation package include:

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

- Prepare E76 fund obligation package as per project funding guidelines and in accordance with Caltrans' LAPM including right of way certification.
- Collect needed paperwork from project files, or other consultants who performed the work (PS&E package, contract documents etc.) on this project. Completed PS&E package needs to be submitted to Caltrans along with the E76 paperwork for obligation of funds.
- Explain the E76 package details to the City personnel as requested.
- Coordinate review and approval of obligation of project grant funds with Caltrans Local Assistance Unit as required.
- Provide responses to grant agency review comments, if any.

3. PROJECT MANAGER and STAFFING:

Project Manager - Kanwal J. Singh, M.S., P.E.

Kanwal J. Singh, P.E., Principal Engineer of AKAL Consultants will act as Project Manager and will be responsible for all deliverables under this proposal contract. Mr. Singh has 27 years of broad-based experience in the Civil Engineering field working with private consulting companies and public agencies (Caltrans and OCTA). He is well versed in Caltrans and FHWA procedures and guidelines for State and Federal-aid funded projects. He has served as project manager and project engineer for several projects from less than \$1 million to over several million dollars. Mr. Singh has extensive experience in delivery and tracking of local agency transportation improvement projects funded with Federal-aid, State or local sales tax Measure funds. He has developed and/or implemented funding guidelines for local measure and federal-aid programs for transportation improvement projects.

Senior Planner – Rina Leung

Ms. Leung has over 10 years of experience working with various public agencies in project planning and professional environmental services. She has managed environmental programs, prepared general plan amendments and provided planning oversight for various public works projects and private developments. She has extensive experience in working on projects with multiple federal, state and local funding sources. She has extensive experience in preparing and coordinating approval of PES Forms for NEPA environmental documentation from Caltrans for Federal-aid projects for various cities in Orange County. She managed planning department's environmental program for the City of Rancho Cucamonga.

Detailed information of proposed Project Manager and Senior Planner's experience and educational background is included in staff resume in Appendix "A".

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

City of Stanton

- Prepared fund obligation (E76) packages for the federal-aid pavement rehabilitation projects along Katella and Cerritos Avenue in the City of Stanton and provided Construction Engineering Services including preparing progress invoices, contract award packages and final invoices for approval from Caltrans.
- Prepared and coordinated approval from Caltrans Preliminary Environmental Study (PES) form and fund obligation (E76) package for the Dale Street ARRA rehabilitation project.
- Prepared Plans, specifications and estimates (PS&E) for 2 Arterial Highway Rehabilitation Program (AHRP) projects on Katella Avenue for the City of Stanton.
- Prepared Annual DBE submittal packages for various cities including City of Stanton for approval from Caltrans.

Professional References for Related Experience:

- **Mr. Harry W. Thomas, P.E., Project Manager – Local Programs, OCTA**
550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584 Phone: (714) 560-5617
- **Mr. Jeff C. Moneda, P.E., Director of Public Works, City of La Palma**
7822 Walker Street, La Palma, CA 90623-1771; Phone: (714) 690-3310
- **Mr. Sean Crumby, P.E., Assistant City Manager/Director of Public Works, City of Seal Beach**
211 Eighth Street, Seal Beach, California 90740; Phone: (562) 431-2527 ext. 1318
- **Mr. Raul Lising, P.E., Principal Civil Engineer, City of Brea**
Number One Civic Center Circle, Brea, CA 92821; Phone: (714) 671-4450
- **Mr. Nick Guilliams, P.E., Director of Public Works, City of Stanton**
7800 Katella Ave., Stanton, California 90680-3162; Phone: (714) 379-9222 x203

5. CONTACT INFORMATION:

The following is the contact information for AKAL Consultants Project Manager for this Proposal:

Name: Kanwal J. Singh, Principal Engineer
Address: **AKAL Consultants**
34 Monserrat Place
Foothill Ranch, CA 92610

Phone: (949) 586-1006
Fax: (949) 313-1710
Cell: (949) 293-1487
Email: kanwal.singh@cox.net

AKAL Consultants (dba of AAHK, Inc – a California Corporation)
34 Monserrat Place, Foothill Ranch, CA 92610-1906 Phone: (949) 586-1006, Fax: (949) 313-1710

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

APPENDIX "A"

Staff Resume

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

meetings with local agencies. Prepared project status reports to monitor progress and to be used by senior staff.

Project Delivery/Office of Design:

Prepared engineering plans, specifications and estimates for transportation projects to comply with Caltrans Project Development and Procedures Manual (PDPM). Prepared project reports for transportation projects. Made presentations in project development team (PDT) meetings. Handled permit approvals with regulating agencies. Coordinated projects work with other functional units and local entities. Provided support to resident engineers during construction phase for field and project scope changes. Reviewed and concurred with construction contract change orders.

**Department of Transportation (Caltrans) District 7, Los Angeles, 1991-1998
Transportation/Civil Engineer**

Environmental Engineering:

Prepared District 7's NPDES permit application and coordinated permit process with the Regional Water Quality Control Board (RWQCB). Responsibilities included preparation of hazardous waste site investigation reports utilizing professional consultant services for freeway improvement projects, excess land and right-of-way acquisitions. Administered professional consultant contracts. Coordinated and supervised field activities, reviewed and approved site investigation reports prepared by consultants. Reviewed PS&E packages to ensure compliance with environmental report recommendations. Represented Caltrans at public hearing meetings. Coordinated work with other regulating agencies. Supervised engineering analysis work for sound wall projects for noise mitigation. Managed correspondence in response to noise complaints from public officials and private citizens.

Construction Division:

Field supervision of highway improvement projects including drainage RCP (reinforced concrete pipe) installation, seismic retrofit of bridges, sound wall construction and HOV lanes project on freeway 405 for compliance with project plans and specifications. Negotiated, prepared and approved contract change orders. Prepared project status reports and contract pay estimates. Reviewed and approved contractor's submittals such as mix designs, schedules, claims and change orders. Coordinated field constructibility problems with design engineers.

EDUCATION

Stanford University - M.S. Civil Engineering, January 1984.

Thapar Institute of Engineering & Technology, India - B.S. Civil Engineering, July 1981.

PROFESSIONAL REGISTRATION

California: Civil Engineer, License # C43764.

**AKAL Proposal for "Preparation and Processing of E-76
for the Harbor Boulevard Beautification Project"**

City of Irwindale (Planning Assistant), 8/00-6/01

Prepared staff reports for various conditional use permits, tentative maps, development reviews, and variances. Created PowerPoint presentations for various planning entitlements and presented them at the Planning Commission hearings. Conducted field inspections and assisted the public with planning inquiries. Prepared and evaluated environmental documents. Managed and scheduled planning projects to ensure compliance with the Permit Streamlining Act, Subdivision Map Act, CEQA, and the Irwindale Municipal Code.

City of El Monte (Planning Intern), 12/99-8/00

Assisted the public on various planning inquiries and requests, including the procedures for design review, modification, and conditional use permit. Reviewed development plans. Prepared and presented staff reports to the City's Planning Commission.

Education:

California State University Fullerton, Geographic Information System Certificate, May 2006
California State University, Fullerton, M.S. Environmental Studies (Planning & Policy), Summer 2000
University of California, Irvine, B.A. Psychology and Social Behavior, March, 1998

Computer & Other Skills: Knowledge of ArcGIS, MS Office (e.g., Word, Excel, PowerPoint)

AKAL Consultants

Project Services

May 15, 2012

Mr. Baltazar Mejia, P.E.
Senior Engineer
City of Cost Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92628-1200

Subject: *Fee Proposal for Professional Engineering Services for Preparation and Processing of E76 for the Harbor Boulevard Beautification Project in the City of Costa Mesa.*

Dear Mr. Mejia:

AKAL Consultants is pleased to present our proposal to provide professional engineering services to prepare and coordinate approval from Caltrans of the E76 fund obligation package, Preliminary Environmental Study (PES) Form for NEPA documentation, CTC Vote allocation package and calculating UDBE goal for the proposed Harbor Boulevard Beautification project from Baker St to Gisler Ave funded with Federal-aid funds and matching local City funds.

The cost for the proposed scope of work as defined in our proposal is \$ 20,960.00 [~~\$15,960.00~~ + **\$5,000.00 contingency**] and will not be exceeded without written authorization from the City. Fee for additive items is shown in the attached fee proposal details. Additional services beyond the scope of work, if needed, can be provided on a time and material basis as per the hourly rates noted in the attached "Fee Proposal" or on an agreed upon additional lump sum fee. AKAL Consultants always strives to meet or exceed our clients' expectations.

We want to thank you for the opportunity to present our proposal and look forward to assisting the City in successful completion of this proposed beautification project. Please feel free to contact the undersigned at (949) 586-1006 or (949) 293-1487, if you have any questions or additional information is needed.

Sincerely,
AKAL Consultants
(dba of AAHK, Inc – a California Corporation)



Kanwal J. Singh, M.S., P.E.
Principal Engineer

EXHIBIT C
PROJECT SCHEDULE

RFP – Harbor Boulevard Beautification Project

Enclosed is a Request for Proposal (RFP) to furnish professional services for the subject project. Selection of a consultant team will follow the "One Step RFP" method as outlined in the California Department of Transportation Local Assistance Procedures Manual. The minimum requirements for qualifications and the necessary professional services required by the City are stated within the RFP.

City of Costa Mesa Contact Person

Baltazar Mejia, Senior Engineer, (714) 754-5291, is the sole contact person for this project. Respondents are not to contact other staff members in conjunction with this RFP prior to the announcement of the award.

Required Copies of Request for Proposal on Due Date

Five (4) separate copies of proposals must be received by the City not later than 3:00 p.m. on Thursday, May 10, 2012. All proposals shall be delivered to:

Mr. Baltazar Mejia, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

Sincerely,



Fariba Fazeli, P.E.
Interim City Engineer

Attachments

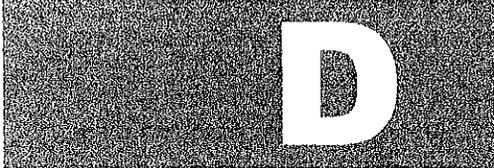
- C: Ernesto Munoz, Director of Public Services
- Raja Sethuraman, Acting Director of Public Services
- Baltazar Mejia, Senior Engineer



HARBOR BOULEVARD DESIGN SERVICES PROPOSAL

SECTION

PROJECT SCHEDULE



The following is a tentative schedule based on the milestones identified in the RFP:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
A. Project Analysis and Review:														
A1	Project Kick Off Meeting													
A2	Analyze the project													
A3	Perform field review and investigations													
A4	Evaluate existing conditions													
A5	Meet with City staff to define scope													
A6	Determine appropriate courses of action													
A7	City staff and Stakeholder Meetings (Six total)													
A8	Prepare meeting minutes													
B. Utility Investigation/Coordination:														
B1	Contact all Utility Companies													
B2	Obtain plans from all Utility Companies													
B3	Precisely Locate all Utilities													
B4	Coordinate all work with Utility Companies													
B5	Obtain precise elevations from potholed utilities													
B6	Identify all Utility Conflicts													
B7	Resolve all Utility Issues													
B8	Obtain written approval from Utility Companies													
B9	Verify compliance with City's Utility procedures													
B10	Submit all Utility correspondence to City													
C. Design Survey:														
C1	Field verify Existing survey provided by City													
C2	Plot survey according to RFP specifications													
D. Geotechnical Investigation:														
* Scope of work does not appear to require a Geotechnical Report. Refer to Optional Additional Services for fees as an allowance item.														
E. Electrical Engineering:														
* Scope of work does not require Electrical Engineering. Refer to Optional Additional Services for suggestions regarding additional items.														
F. Plans (70%, 100%, and Final):														
F1	Title Sheet													
F2	General Note Sheet													
F3	Paving Plans													
F4	Paving Details													
F5	Monument Plans													
F6	Monument Details													
F7	Utility Plans													
F8	Utility Details													
F9	Irrigation Plans													
F10	Irrigation Legend													
F11	Irrigation Details													
F12	Planting Plans													
F13	Planting Legend													
F14	Planting Details													
F15	Preliminary Color Rendered Plan													
F16	Final Color Rendered Plan													
F17	Preliminary Color Perspective (Two Views)													
F18	Final Color Perspective (Two Views)													
F19	Traffic Control Plan													
F20	SWPPP													
G. Specifications:														
G1	General Provisions													
G2	Special Provisions													
G3	Paving Specifications													
G4	Monument Specifications													
G5	Utility Specifications													
G6	Irrigation Specifications													
G7	Planting Specifications													
H. Quantity and Cost Estimates:														
H1	Preliminary Estimate at 70% Submittal													
H2	Preliminary Estimate at 100% Submittal													
H3	Final Estimate at Final Submittal													
I. Construction Documents:														
I1	In-House Quality Review/Plan Check													
I2	Provide signed Mylars													
I3	Prepare Resident Engineer File:													
	- Preliminary Construction Quantities													
	- Final Construction Quantities													
	- Preliminary Cost Estimates													
	- Final Cost Estimates													
	- Quantity Take Off Sheets													
	- Calculation Documents													
	- Fieldwork Information													
	- Meeting Minutes													
	- Utility Coordination Correspondance													
	- Geotechnical Documents													
	- Survey and ROW Information													
	- Other correspondence													

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;

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

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

Dealey, Renton & Associates Insurance Brokers



Fax

Offices

Oakland

PO Box 12675 Oakland CA 94604
530 Water Street, 7th Floor
Oakland CA 94607
Phone: 510 465.3090
Fax: 510 452.2193

Pasadena

199 S Los Robles #540
Pasadena CA 91101
Phone: 626 844.3070
Fax: 626 844.3074

Santa Ana

PO Box 10550 Santa Ana CA 92711
3 MacArthur Place # 440
Santa Ana CA 92707
Phone: 714 427.6810
Fax: 714 427.6818

September 04, 2012

To: Jennifer
From: Tina Norman Time: 10:24:18 AM
Fax: 17147544991 Pages: 2

Certificate of Insurance - AAHK, Inc. dba

Note:

Hi Jennifer,

For any changes or revisions to the certificate of insurance, please contact the Insured.

Thank you,

Tina Norman

DECLARATION OF EXEMPTION FROM WORKER'S COMPENSATION

I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should be come subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 07-24-2012

Signature:



(Print Name): Kanwal J. Singh, P.E.

Principal
Title

AAHK, Inc dba AKAL Consultants
Name of Business or Company

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.