

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of August, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services in connection with the Randolph Avenue Street Improvements 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 City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Consultant shall perform all tasks outlined in Exhibit B, including Task 6 relating to construction support services.

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 Forty-Three Thousand Five Hundred Forty Dollars (\$43,540.00).

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 one (1) year, ending on August 5, 2021, 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.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

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

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 "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 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. Binding Effect. This Agreement binds and benefits the parties and their respective

permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.


6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. 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: 8/10/20

Stephen Bise | Vice President
[Name and Title]

CITY OF COSTA MESA



Carol Molina
Purchasing Officer

Date: 8/12/20


ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/12/20

APPROVED AS TO INSURANCE:



Ruth Weng
Risk Management

Date: 8/12/2020

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 8-10-2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 8-10-2020

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 8/12/2020

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

June 30, 2020

**SUBJECT: REQUEST FOR PROPOSALS – ENGINEERING DESIGN SERVICES
FOR RANDOLPH AVENUE STREET IMPROVEMENTS**

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering design services for signing, striping, and traffic calming improvements along Randolph Avenue and St. Clair Street between Bristol Street and Baker Street, and the design of a quick-build roundabout on Randolph Avenue at St. Clair Street as shown in Exhibit A.

The City intends to expedite the design and the implementation of the improvements to assist with reopening of commercial establishments. Public outreach has been conducted to review conceptual design alternatives, and a preferred design concept has been selected based on public input and design reviews. The conceptual design of the preferred alternative is shown in Exhibit B. The scope of services generally consists of the following:

Plans, Specifications, & Estimates (PS&E)

Final PS&E shall be developed as a “Turnkey” project for advertisement and construction.

BACKGROUND

The intent of the subject improvement project is the expedited design of new signing, striping, and traffic calming improvements along Randolph Avenue and St. Clair Street between Bristol Street and Baker Street, and the design of a quick-build roundabout at the intersection of Randolph Avenue and St. Clair Street as shown in Exhibit B. The project aims to increase available on-street parking, slow traffic speeds on Randolph Avenue, improve circulation, and improve pedestrian crossings. The project includes speed humps on Randolph Avenue and a mid-block raised crosswalk on Randolph Avenue. As a separate project, the design of a new traffic signal at the intersection of Randolph Avenue at Baker Street has been completed and will be advertised for construction.

The roundabout at Randolph Avenue and St. Clair Street will initially be implemented as a quick-build project using temporary and low-cost materials. A separate Request for Proposals will be released at a later date and consist of the final design of a fully constructed roundabout with hardscape materials and landscaping in the footprint of the quick-build temporary roundabout. The consultant shall have demonstrated experience in roundabout design. The temporary roundabout is to be designed as a footprint and pilot project of a roundabout.

Randolph Avenue is a local street in the South Bristol Entertainment and Cultural Arts (SOBECA) neighborhood serving north-south traffic. Randolph Avenue between Bristol Street and Baker Street is an undivided four-lane (two lanes in each direction) roadway with on-street, parallel parking on both sides and a posted speed limit of 35 miles per hour (mph). Adjacent land uses along Randolph Avenue consists of industrial uses and popular commercial uses including The Camp (west of Bristol Street) and The Lab Anti-Mall (east of Bristol Street). The proposed project would convert Randolph Avenue into a two-lane (one lane in each direction) roadway with angled on-street parking provided in the center of the street. Other traffic calming improvements along Randolph Avenue consist of a raised midblock crosswalk, painted edgelines, and speed humps.

SCOPE OF SERVICES

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

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

Plans, Specifications, & Estimates (PS&E) & Quick-Build Roundabout Design

The project area is defined as Randolph Avenue from Bristol Street to Baker Street, including St. Clair Street from the intersection with Randolph Avenue to the end of the cul-de-sac.

The project includes the following initial tasks to define the physical conditions within the project area:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials (if available).
3. Conduct field review and survey needed to prepare base mapping, complete the project design, and prepare of construction documents. Survey elements include existing signing and striping, curb lines, and any other elements needed to complete the design package for construction.

The project deliverables consist of the preparation of plans, specifications, and estimates (PS&E) for the striping and traffic calming improvements as well as the design of a quick-build roundabout. The preparation of the PS&E shall conform to CA MUTCD, Caltrans, and City standards. The plans shall be at 1"=40' scale on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized.

Plans are to be fully detailed to advertise and construct the project, including:

- Signing and Striping plan
- Quick-Build Roundabout Design Plan and Details
- Special Provisions
- Cost Estimates
- Processing and Approvals
- Contract Documents
- Speed hump, ADA, and Raised Crosswalk Improvement Details

Plans shall be submitted at 60%, 90%, and 100% milestones, while the specifications and estimates shall be submitted at only the 90% and 100% milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg, etc.).

1. Plans shall include, but are not limited to, a raised crosswalk, speed humps, pavement overlay, new signing and striping, and a quick-build roundabout using temporary and low-cost materials. The geometrics and design of the quick-build roundabout shall be nearly identical and comply with the National Cooperative Highway Research Program's Roundabout Guide, *NCHRP Report 672* and the CA MUTCD. Furthermore, the consultant shall submit to the City the fastest-path calculations and exhibits for the roundabout design (per the NCHRP guidance) at the 90% and 100% milestones. The quick-build roundabout design shall also provide adequate sight distance at all approaches to and within the roundabout, and a sight distance exhibit shall be submitted to the City at the 60% and 90% (if needed) milestone.
2. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction proposal form and contract agreement will be furnished to the Consultant by the City.
3. The Consultant will be requested to review and approve any queries related to City's request for bid documents and provide clarification to plans and specifications. A sub-line item fee for "Construction Technical Support" may be included separately as an optional item.
4. For construction budgeting purposes, submit to the City preliminary construction estimates submittals at 60% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Final plans and specifications shall be signed and stamped by the Consultant before submitting.
5. Conduct a field walk-through with the City during the first PS&E submittal.
6. Prepare and submit a resident engineer's file containing, at a minimum; final construction quantities and cost estimates with background calculation work sheets; and all relative project information.
7. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications, and estimates.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well

qualified to conduct the appropriate level of oversight and demonstrate a concerted and sustained commitment to provide a high-quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

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

Content of Proposal

The proposal should be no more than 10 pages in length, not including a cover letter and resumes. It is requested that the following be submitted with your proposal:

1. Project Approach and Understanding – provide a brief review of the project and highlight areas to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Expedited Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organizational chart and staffing plan identifying key personnel on this project, with a brief resume on each individual (two pages max per person) and recent projects on which they have worked of a similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency's contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).

Selection Criteria

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used.

1. Project Approach and Methodology ----- 20%
2. Qualifications and Key Staff Experience ----- 20%
3. Record of Success on Recent Similar Projects ----- 30%
4. Expedited Schedule and Key Staff Availability ----- 30%

Fee Schedule

The professional services agreement will be awarded based strictly upon the scoring rubric

identified above. The fee schedule should show the hourly cost of personnel per task with a total not-to-exceed amount for the project. It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.

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

Contract Changes

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

Right to Reject all Proposals

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

Enclosed is the City of Costa Mesa standard professional services agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. **Should your firm be interested in submitting a proposal for this project, please email proposals to Shirjeel Muhammad at shirjeel.muhammad@costamesaca.gov, on or before 3:00 p.m., July 10, 2020.** Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of delivery.

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

- | | |
|----------------------------------|-----------------------------------|
| • RFP Distributed | June 30, 2020 |
| • Deadline for Written Questions | July 6, 2020 at 5:00 p.m. |
| • Responses to Written Questions | July 8, 2020 |
| • Proposals Due | July 10, 2020 at 3:00 p.m. |
| • Approval of Contract | July 2020 |

If additional information is required, please contact Shirjeel Muhammad, Senior Engineer, at (714) 754-5298, or email at: shirjeel.muhammad@costamesaca.gov.

Sincerely,

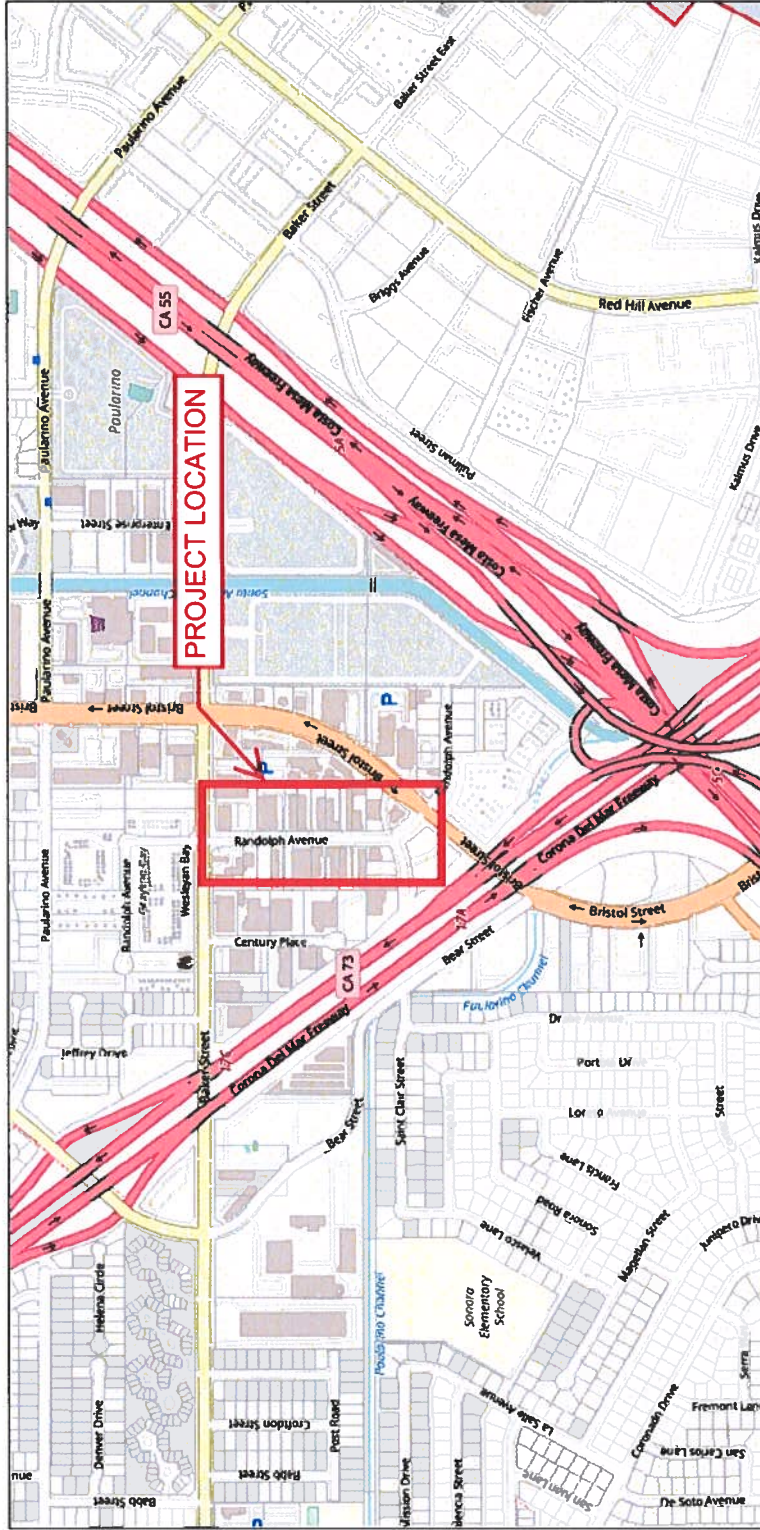
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JENNIFER ROSALES
Transportation Services Manager

- Attachments:**
1. Exhibit A - Project Location Map
 2. Exhibit B - Conceptual Design
 3. Exhibit C - Sample PSA and Certificate of Insurance Forms
 4. Conceptual Design AutoCAD files (separate attachment)

cc Raja Sethuraman, Public Services Director

EXHIBIT A



NOT TO SCALE

RANDOLPH AVENUE STREET IMPROVEMENTS PROJECT LOCATION MAP



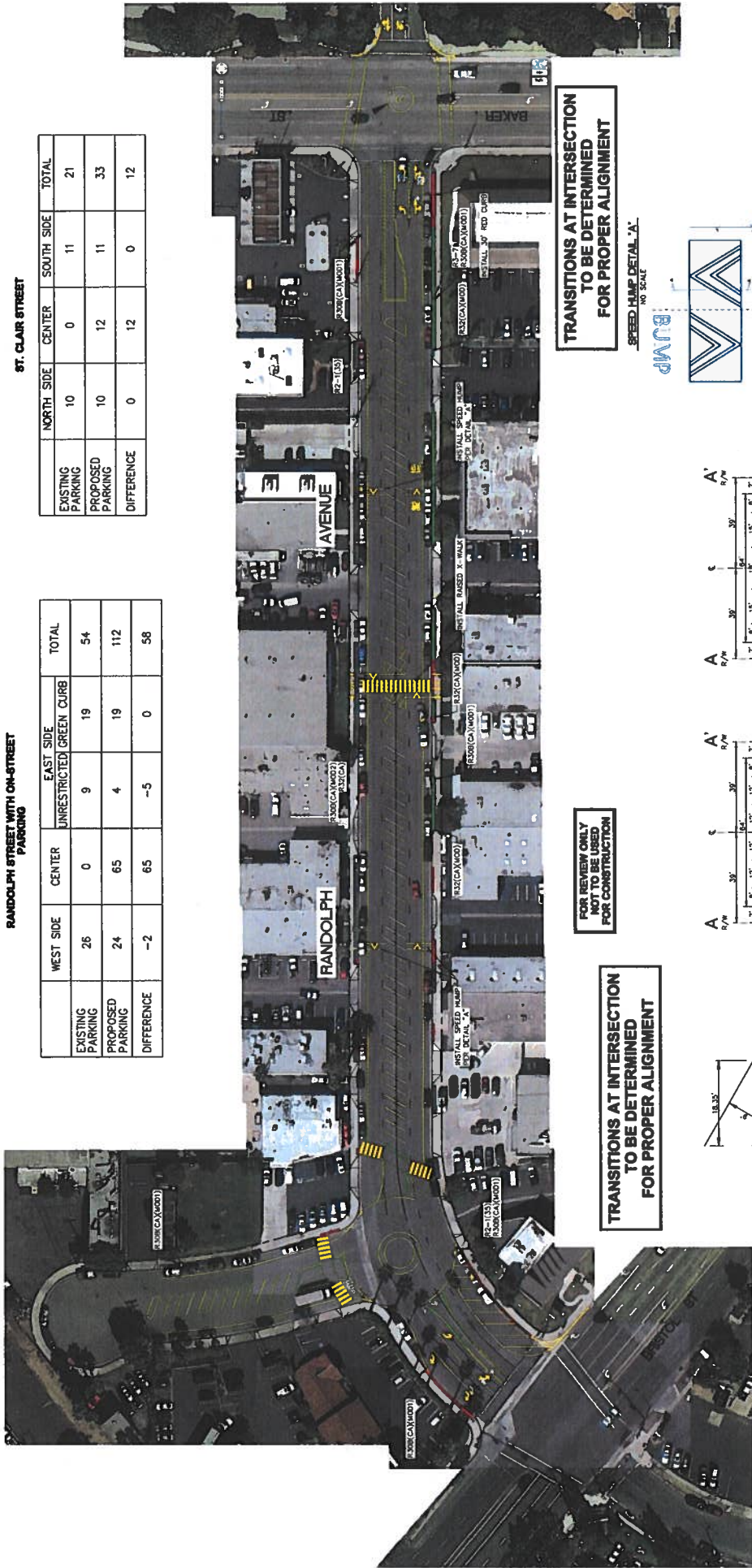
EXHIBIT B

RANDOLPH STREET WITH ON-STREET PARKING

	WEST SIDE	CENTER	EAST SIDE	TOTAL
EXISTING PARKING	26	0	9	35
PROPOSED PARKING	24	65	4	93
DIFFERENCE	-2	65	-5	58

ST. CLAIR STREET

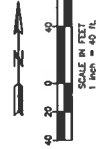
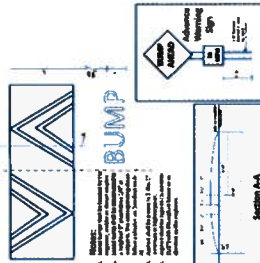
	NORTH SIDE	CENTER	SOUTH SIDE	TOTAL
EXISTING PARKING	10	0	11	21
PROPOSED PARKING	10	12	11	33
DIFFERENCE	0	12	0	12



TRANSITIONS AT INTERSECTION TO BE DETERMINED FOR PROPER ALIGNMENT

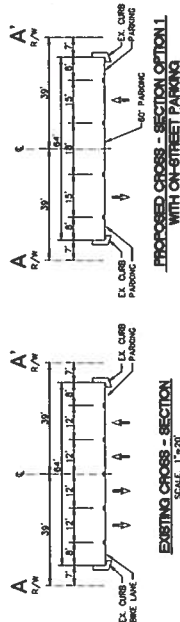
SPEED HUMP DETAIL 'A'
NO SCALE

BUMP

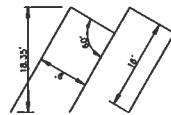


FOR REVIEW ONLY NOT TO BE USED FOR CONSTRUCTION

TRANSITIONS AT INTERSECTION TO BE DETERMINED FOR PROPER ALIGNMENT



STANDARD PARKING STALL
SCALE: 1"=10'



APPROVED BY: _____ DATE: _____

REVISIONS:

NO.	DATE	BY	DESCRIPTION

REVISION MARKS:

NO.	DATE	BY	DATE

APPROVALS

DESIGNER	CHECKER	DATE

PROJECT: CONCEPTUAL STRIPING PLAN
RANDOLPH AVENUE
BETWEEN BRISTOL STREET AND BAKER STREET

PROJECT NO. _____ SHEET NO. _____ OF _____

PREPARED BY: _____

LINSCOTT, LAW & GREENSPAN, ENGINEERS
TRANSPORTATION PLANNING & TRAFFIC ENGINEERING
100 South Lake Avenue, Suite 200, Pasadena, CA 91106 (818) 798-2322
1715 641-1887
2 Commerce Drive, Suite 200, Irvine, CA 92614 (714) 641-1887
4542 Harbor Street, Suite 100, San Diego, CA 92111 (619) 504-8066

EXHIBIT B
CONSULTANT'S PROPOSAL

PROPOSAL FOR
ENGINEERING DESIGN SERVICES FOR
RANDOLPH AVENUE STREET IMPROVEMENTS
CITY OF COSTA MESA
JULY 10, 2020



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TO
Mr. Shirjeel Muhammad, MS, PE
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

FROM
Mr. Stephen Bise
Principal-in-Charge
sbise@koacorp.com
T: (714) 573-0317

RFP
**Engineering Design Services
for Randolph Avenue Street
Improvements**

DATE
July 10, 2020

Dear Mr. Muhammad:

Significant growth in the South Bristol Entertainment and Cultural Arts (SoBECA) District resulting from the upcoming "The Plant" mixed-use project, along with the eventual reopening of businesses, retailers, and social establishments along Randolph Avenue and at The CAMP and LAB, will soon increase pedestrian traffic and parking demands between Bristol and Baker Street. The existing configuration of Randolph provides two traffic lanes in each direction, with only curbside space for parallel parking. The current consensus is that the existing conditions do not provide enough parking for the future demands and that the excess space presently allocated to the travel lanes should be traded off for additional parking and better pedestrian accommodations.

The final vision for the Randolph improvements (of which this project is just the first major step) will achieve this by reconfiguring Randolph Avenue and St. Claire Street, both, as two-lane streets with angled parking in the center. A host of other traffic calming improvements (e.g., a mini roundabout, raised crosswalks, speed humps, refuge splitter islands) will also be included. Through this PS&E, KOA will determine the best way to design these features so that they integrate properly at the new traffic signal, meet the required standards and best practices, maximize parking supply, and ensure safe pedestrian access.

EXPERIENCE ON SIMILAR PROJECTS

KOA has been providing traffic and civil engineering design services to public agencies and cities all over Southern California for over 30 years. We are experts in preparing PS&Es and developing plans for improving roadway geometry, traffic calming measures, roundabouts and traffic circles, and bike and pedestrian facilities. Some of our recent projects, include:

- Bristol Street Median PS&E – City of Costa Mesa
- Roundabout quick-build design & installation at 9th Street & Donax – City of Imperial Beach
- Roundabout temporary demo at the 11th Street & Westmoreland signal – City of Los Angeles
 - » Video of the set-up can be found at [youtube.com/watch?v=X0bgsGEvsq8](https://www.youtube.com/watch?v=X0bgsGEvsq8)
- Roundabout quick-build design for Windward Circle – Venice Community, City of Los Angeles
- PS&E – 5-way Roundabout at Mountain View/Elliot/Meeker – City of El Monte
- PS&E – Traffic Circles for LA River ATP – City of Los Angeles
- PS&E – Roundabouts along Daisy Boulevard – City of Long Beach
- PS&E – Traffic Circles along Delta Avenue – City of Long Beach
- PS&E – Bush Street Traffic Circles – City of Santa Ana



PROJECT UNDERSTANDING, APPROACH, AND SCOPE OF WORK TO DEVELOP THE PROJECT EFFICIENTLY

We have assembled a comprehensive project team with extensive streetscape, roadway, traffic engineering/calming design, and civil engineering knowledge, experience, and expertise to assist the City of Costa Mesa in achieving its goals on this project in an expedited manner. Despite the conceptual plan having already been done, KOA offers a unique understanding of project issues, a cost-effective project approach, and comprehensive scope of work to develop the project with minimal project impacts to local businesses and road users, as well as provide optimum effectiveness.

I, **Stephen Bise, PE**, will be the designated **Principal-in-Charge**. Our team will be led by **Project Manager, Gregory Garces**. Greg will be the primary point of contact and will manage our technical leads, project staff, and the contracted work. You have worked with him on a few different occasions, including the Bristol Street traffic control project for MWD in 2019 and traffic engineering projects for other agencies at his previous company. With over 13 years of transportation engineering experience (including nearly 400 projects for over 100 public agencies in Southern California), he leads an experienced KOA design staff with extensive knowledge in civil/traffic/transportation engineering and the implementation of traffic calming improvements. Overseeing the project's **QA/QC** is **Matt Stepien, PE**, with over 30 years of civil engineering experience. Matt has also worked on a number of projects in Costa Mesa, including the Adams Avenue Bikeway/Median Project (ongoing), the 2014 Bristol Median Project (which included the Randolph/Bristol intersection), making him intimately familiar with the City's and other applicable design standards. Other assigned staff include KOA's experienced civil and traffic engineering design team members **Wyatt Sing, PE** and **Stephanie Lopez** for traffic design, plus **Manuel Barrios** and **Jennifer Miller, EIT** for civil design, who have worked to help KOA produce numerous successful similar roundabout, traffic circle, and traffic calming design PS&E projects for other public agencies.

We are excited about the possibility of continuing our dedicated service to the City of Costa Mesa on this project and firmly believe we have numerous benefits to offer, including:

- A proven team with extensive traffic/civil engineering, traffic calming, and streetscape design experience, specifically with PS&E for modern roundabouts and neighborhood traffic circles
- An experienced project manager and team with local knowledge and City of Costa Mesa experience
- A responsive, innovative, and time/cost-effective project approach and a reputation for quality

Our proposal has been organized to meet the requirements outlined in the City's RFP, issued June 30, 2020. We look forward to working with you and your staff on this important project. KOA assures that our key personnel, largely from our Orange office, will be assigned to the project for its duration and will not be removed or replaced without concurrence from the City. Every member of our proposed team is available to be committed to this project. Please note that I am authorized to bind KOA to the terms of this proposal. I have read, understood, and agree to all statements in this Request For Proposal and to the terms, conditions and attachments referenced, including the City's standard agreement (PSA). KOA received the questions and answers released for this RFP. We hereby certify that, if awarded this contract, we will comply with all City and other governing bodies' rules and regulations.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to read 'S. Bise'.

Stephen Bise, PE
VP | Managing Director

PROJECT APPROACH AND UNDERSTANDING

PROJECT UNDERSTANDING

PURPOSE AND NEED

The project limits are along Randolph Avenue between Bristol Street and Baker Street, and St. Claire Street from Randolph Avenue to the end of its cul-de-sac. Within these limits, Randolph Avenue is a 1,000-foot long, four-lane roadway (2 lanes per direction) divided by a double-yellow centerline, with parallel on-street parking along the sides and a posted speed limit of 35 miles per hour. The street is used to access various light industrial uses during the day, and a handful of bars and microbreweries that generate vehicle and pedestrian traffic in the evening. St. Claire Street juts out 250' west of Randolph Avenue and provides access to a few other uses, including a gym, offices, tire shop and PK learning center/daycare. Significant growth in the SoBECA District—specifically on Randolph Avenue—is expected in the near future, due to both the recent approval of The Plant mixed-use project on Century Place to the west, and with the eventual reopening of businesses, retailers and social establishments in the SoBECA area as COVID-19 restrictions are gradually lifted. There is also a planned pedestrian path between The Plant and Randolph Street, which will generate some additional cross-traffic of pedestrians, and further need for parking. The current consensus is that the existing conditions do not provide enough parking for the future demands, and that the excess space presently allocated to the travel lanes on Randolph should be traded off for additional parking and better pedestrian accommodations.

PROJECT DESCRIPTION

The City has done extensive planning and coordination with local businesses to determine that the best mitigation for the above conditions is to revise the roadway sections on Randolph and St. Claire as two-lane streets with diagonal parking along the center, in addition to the existing parallel curbside on-street parking. This plan will first involve designing and implementing temporary and low-impact components of this concept (as the subject RFP project is mostly limited to designing the signing/stripping and plan details on the vertical elements), as well as the overall roadway and parking lane reconfigurations. The final Randolph improvements will include a complete civil design of the roundabout, speed humps, splitter islands and drainage modifications at the raised crosswalks and ADA ramps. See **Exhibit 1** for typical existing conditions. KOA will work with the City to determine the optimal layout and design for these features, so that they integrate properly at the new traffic



Exhibit 1: Existing southbound Randolph Avenue

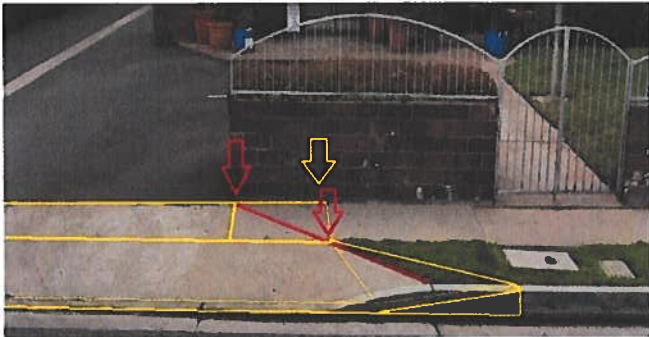
signal, satisfy local business needs, meet the required standards and best practices (CAMUTCD NCHRP 672, etc.), maximize the available space for on-street parking, and ensure safe pedestrian access.

KEY ISSUES

ADA

KOA has carefully reviewed the subject RFP requirements, complemented by field reviews and local knowledge, and has identified key issues to be addressed for the project. Key issues are briefly discussed below and illustrated on the following pages. Randolph Avenue has sidewalks and driveways on both sides of the street which must be modified in some places to accommodate the proposed project. Existing curb ramps should be at least retrofitted with surface-applied truncated domes, if not reconstructed with cast-in-place panels. Most of the existing driveways provide a level crossing plane for pedestrians traveling along the sidewalk; however, where the driveway grade breaks offer an uneven transition for wheelchair users and strollers between the sidewalk and driveway landing, we would want to propose reconstructing these portions of those driveways to be ADA compliant with the adjacent sidewalk. The proposed mid-block crosswalk will require reconstruction of the existing sidewalk and parkway area to either (1) establish a combination ramp down to the street grade through the parkway, if an at-grade crosswalk is desired; or (2) a level sidewalk transition through the parkway to an elevated/raised crosswalk serving as the top of the speed table spanning the full width of the street to the opposite side curb.

PROJECT APPROACH AND UNDERSTANDING



In any case, in order to comply with the Americans with Disabilities Act (ADA) requirements, all proposed improvements will require that all curb ramps and pedestrian access routes are properly designed where pedestrian access is legally provided. This includes within refuge areas through the roundabout splitter islands. Consequently, careful review and identification of effective solutions will be required if any existing or proposed pedestrian paths-of-travel (POT) widths do not satisfy ADA criteria. KOA's traffic and civil engineering staff have reviewed the current concept and have already begun developing innovative solutions to address each unique design constraint.

RAISED CROSSWALK AND SPEED HUMPS

Additional concerns regarding the raised crosswalk and speed humps are as follows:

- Has city staff solicited input from the Fire Department on the current concepts for the proposed vertical elements? Rather than using traditional "speed humps" KOA recommends that either speed tables (more gradual vertical deflections) or speed lumps (truncated along the edges to fit within the travel lane) be designed so that emergency vehicles with larger wheel bases can pass over them without getting delayed.
- The proposed location of parking stalls adjacent to the speed humps should be looked at more closely. Oftentimes, speed humps can be difficult to maneuver when heading in and backing out of a parking space, and it would be undesirable for drivers to be encountering them while trying to steer in either direction. We recommend considering hatching out the adjacent parking stalls at each speed hump location, to resemble what is being proposed at the raised crosswalk.

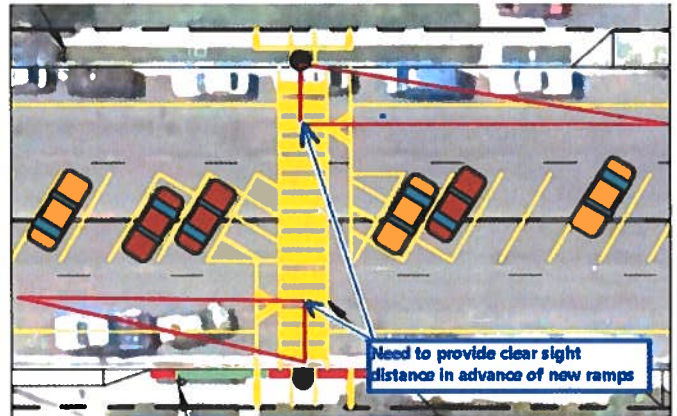


Exhibit 2: Sight distance deficiencies to address

- At the new mid-block pedestrian crossing, since the design calls for maintaining the existing curbside on-street parallel parking, we are concerned about pedestrian visibility with vehicles approaching the crossing. Even though the vertical deflections will certainly slow approaching traffic, there is currently no street lighting on either side of the street at this location. Therefore, pedestrians suddenly leaving the curb would not be very visible to cars passing through the crossing. KOA would like the City to consider the possibility including either standard Type 30 street lights (with 12' or 15' mast arm luminaire) or even solar/pushbutton-activated flashing beacons on each side, which would perhaps add less than \$15,000 to the construction budget, but significantly enhance pedestrian safety.
- The concept design also shows the speed humps and raised crosswalk extending to the existing curbs. The City has indicated that no drainage plans would be required as part of the PS&E design preparation; therefore, in order to maintain proper flow, if a raised crosswalk from curb-to-curb is indeed the desired option, then we would suggest either (1) stopping the vertical profile at the parking lane, and allowing for a level transition between the crosswalk and new cut-through curb ramp; or (2) maintaining a raised profile across the street to each curb and installing pedestrian safe at-grade trench drains and covers over the gutter areas adjacent to the raised crosswalk portion.

PROJECT APPROACH AND UNDERSTANDING

PARKING CONFIGURATION AND LAYOUT

KOA has reviewed the existing concept plan and has identified the following preliminary design challenges:

- Per **Exhibit 3**, below (markup of the parking detail from the RFP), the proposed parking stall layouts do not meet the City's minimum Parking Design Standards (i.e., Resolution #99-74) for non-residential areas, for the 60-degree configuration. Stall width, depth (both projected & aligned), and adjacent "aisle width" (in our case, the traffic lane width) are all less than the minimum required by city standard. While a small deviation from any single dimension would probably not bring rise to any major safety problems, the combination of the above substandard dimensional factors could potentially amount to a parking layout that is too "cramped" for users. This could result in cars getting "dinged" and damaged due to the limited space to turn in, back out, and open doors. As part of the refined design process, KOA will discuss with the City whether a more gentle parking angle such as 30 or 45 degrees has been considered as a viable option. Narrowing the parking angle would result in some reduction in the number of total parking spaces; however, the total design would likely be much safer and would satisfy the City standard.
- St. Claire Street – Presently, vehicles are currently allowed to park at the end of the cul-de-sac (parallel with curb, not perpendicular). The concept plan does not delineate any on-street parking lane lines in this area, which may be interpreted by drivers as not usable for parking since other

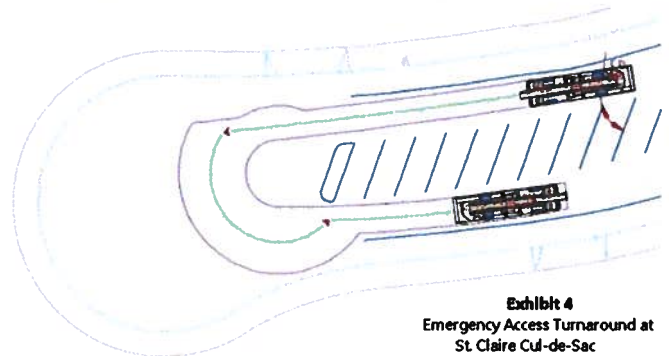


Exhibit 4
Emergency Access Turnaround at
St. Claire Cul-de-Sac

curbside areas would be marked. We would suggest adding parking lane markings at the end of the cul-de-sac to increase the available parking supply. Based on our early analysis, the lane would be located sufficiently away from the traveled way such that cars using this space would not hinder the ability of emergency access or other vehicles to turn around the proposed center lane parking aisle.

- Parking Layout at Baker Street – Field observations have shown that where northbound traffic backs up on Randolph Avenue at Baker street, cars will queue onto Randolph with little to no conflicts with the nearby driveways. However, by eliminating one travel lane and adding a center-lane parking aisle in close proximity to the intersection, the available queuing space for backed-up traffic is no longer available. Therefore, a motorist parked in the northbound position in the very last northerly parking stall in the center aisle, during the highest peak hour, could be faced with navigating a steady stream of queued traffic with no way of backing out of the parking stall. This issue could potentially be exacerbated by additional traffic demands once

Exhibit 3

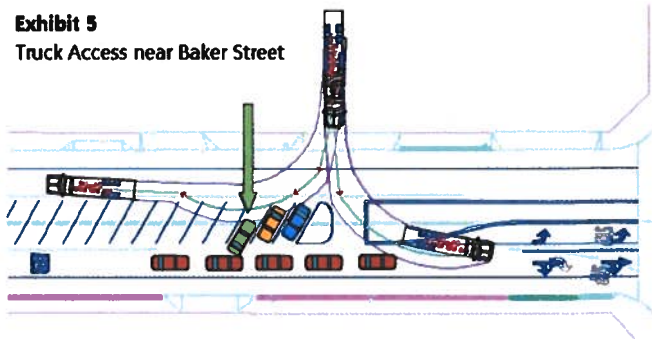
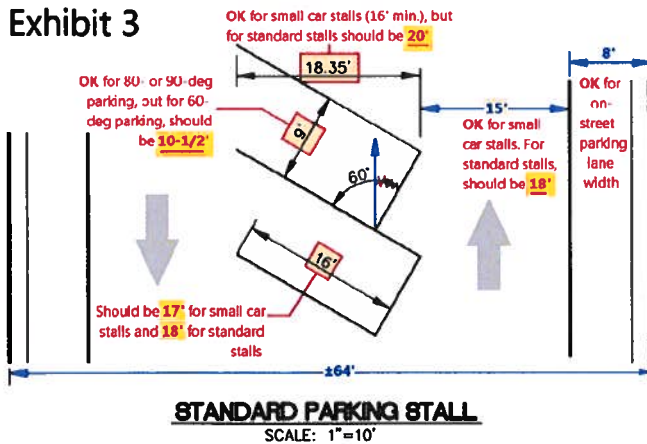


Exhibit 5
Truck Access near Baker Street

PROJECT APPROACH AND UNDERSTANDING

the new traffic signal is constructed. As a part of the design process, it would be important for our staff to review the latest traffic counts/projections and run a queuing analysis to estimate the average and max queue lengths during the peak hours to determine if modifications to the design may be needed.

- Furthermore, KOA will ensure that the final design integrates appropriately with the proposed configuration for the new traffic signal. Gas station access concerns will also be considered, and whether or not the parking improvement layout needs to be scaled in front of the gas station. The underground fuel storage pad is located on the Randolph side of the gas station, rather than the Baker side; therefore, tanker trucks may have a difficult time maneuvering out of this driveway to return to the traffic signal or turn south toward Bristol Street.



KOA pop-up roundabout installation for City of L.A. 11th Street & Westmoreland Avenue (Oct 2019)



Roundabout design for City of L.A./LADOT Windward Ave. & Main Street (2020)



Temporary/quick-build roundabout at 9th & Donax in Imperial Beach (2015)

Above are photos and images of recent roundabout and traffic circle designs by KOA installed under a variety of conditions (temporary, quick-build, pop-up, permanent).



Conceptual rendering of proposed Randolph Avenue street improvements

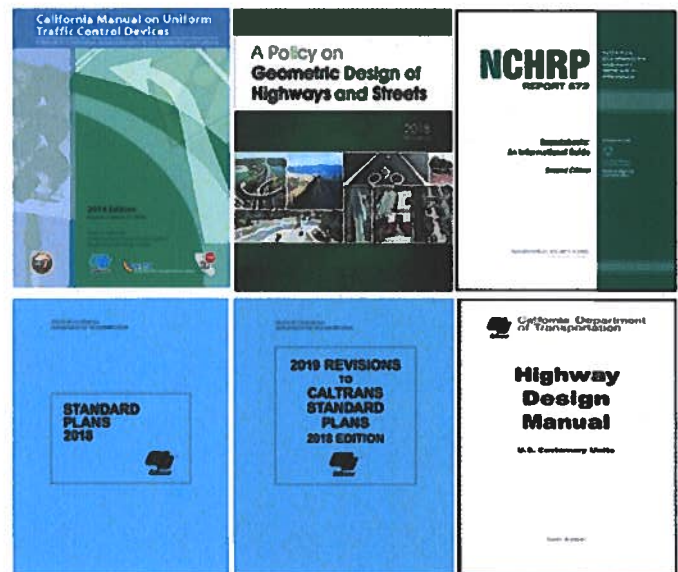
WORK PLAN

PROJECT APPROACH

The most distinguishing feature of this project is the “temporary” or quick-build nature of the traffic calming improvements, namely the roundabout and curb extension installations which will be designed with low-cost/low-impact devices, and then later re-designed with full civil/streetscape improvements based on how well they operate in the interim. With this in mind, we have fashioned an approach that lets us look for ways to expedite the design schedule of this project. We will also minimize excessive duplication of details by using the approved concept plan as a baseline for our refined layouts and configurations.

Work completed as part of this PS&E package will form the basis for further detailed design. KOA will conduct an initial field visit to define and verify the existing physical conditions and constraints, so that the quick-build installation of our traffic calming design proceeds as seamless as possible. As shown on the staffing plan (next page), team assignments will be organized into field data collection and engineering design. Field staff will confirm existing curb lines, driveways, signing and striping, lighting conditions, pedestrian ramps, and other elements as needed to establish the base plan. It is anticipated that no topographic or control surveys will be required for the design; however, if elevation shots are needed at any given location(s), KOA will submit an expedited work request to conduct such spot surveys on an as-needed basis. At the onset of the project, KOA will also meet with City staff to establish the schedule and delivery milestones, clarify the work plan for the design, and obtain all of the existing available plans, record drawings and related documents which may be used to support our preparation of the PS&E.

60%, 90% and 100% PS&E – KOA will produce a design package at the 60%, 90% and Final 100% stages, consisting of engineering plans identifying the proposed treatments, detailed construction quantities and engineer’s cost estimates, technical specifications and other special provisions required for the bid and construction documents. Plans will be separated by work type, including Title Sheet, General Notes and Details, Signing & Striping, Removal Plan and Street Improvement Plans (for any ramp or driveway modifications, utility cover adjustments and pavement overlay). The design will conform to the latest CAMUTCD (Rev. 5, March 2020), Caltrans HDM and Standard Plans & Specifications, and NCHRP 672 for the refined design of the roundabout/



traffic circle and splitter islands, and Fastest Path calculations. Design staff will utilize AutoTurn® to evaluate vehicle/entry/circulating path speeds, offsets and swept paths through the roundabout footprint. Sight distance analyses to inform the parking and lane layouts will be performed in accordance with AASHTO’s Green Book ISD procedures.

Deliverables

- Full detailed 1”: $40'$ scale engineering plans on 24”x36” at 60%, 90% and Final 100% submittals
- Technical specifications, project special provisions, and detailed quantity breakdowns and cost estimates
- Attendance of all required meetings, including kick-off meeting, design progress meeting(s), and a field walk-through with the City during the first PS&E submittal.
- KOA will offer all CEM/CM and design staff to support the construction phase on an as-needed basis, including RFI responses, construction submittals and field observations.



EXPEDITED SCHEDULE

Weekly Schedule - week no.	2020																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Date:	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	5-Oct	12-Oct	19-Oct	26-Oct	2-Nov	9-Nov	16-Nov
11-week schedule from NTP																	
Task 1: Project Management	Design Phase											Bid/Constr					
1.1 – Meetings																	
1.1.1 – Kick-off Meeting	★																
1.1.2 – 60% Design Submittal Meeting (Field Walk)							○										
1.2 – Records Research and Review																	
1.3 – General Administration																	
Task 2: Field Review																	
2.1 – Field Review and Verifications																	
Task 3: Design Plans																	
3.1 – Base Plans and Design Analysis																	
3.1.1 – Preparation of Base Map																	
3.1.2 – Traffic Analysis (sight distance, queuing, roundabout calcs)																	
3.2 – Design Plans and Details (60%, 90%, 100%)																	
3.2.1 – Street Improvement Plans (curb ramps, minor concrete & AC)																	
3.2.2 – Signing & Striping Plans																	
Task 4 - Project Specs & Special Provisions																	
4.1 - 60% Technical Specifications																	
4.1 - 60% Technical Specifications																	
4.2 - 90% Technical Specifications																	
4.3 - 100% Final Specs, Special Provs & Bid Doc																	
Task 5 - Construction Cost Estimates																	
5.1 - 60% Engineer's CCE																	
5.1 - 60% Engineer's CCE																	
5.2 - 90% Engineer's CCE																	
5.3 - 100% Final Quantities, Ests. & Back-up Calcs																	
*OPTIONAL - Task 6 - Construction Support																	
6.1 – Pre-construction Meeting (1)																	
6.1 – Pre-construction Meeting (1)																	
6.2 – Respond to Contractor RFIs (3)																	
6.2 – Respond to Contractor RFIs (3)																	
6.3 – Review Contractor submittals (5)																	
6.3 – Review Contractor submittals (5)																	
6.4 – Field Observations/Assistance (1 day)																	
6.4 – Field Observations/Assistance (1 day)																	

* Note: OPTIONAL Value-added tasks and deliverables

★ Kickoff Meeting ○ Meetings/Conference Calls
■ KOA Tasks ▲ Milestones ■ City Review



STAFFING

ORGANIZATIONAL CHART & STAFFING PLAN

The following organizational chart illustrates the key personnel staffed for this project, including proposed project roles and responsibilities. With the exception of Walter Okitsu, who will be providing QA/QC on the roundabout design, all proposed key staff will be from KOA's Orange Office. **Stephen Bise, PE** has managed many of KOA's roundabout PS&E projects and will serve as **Principal-in-Charge**. **Greg Garces** will serve as **Project Manager** and will coordinate with the City's PM on a regular basis to meet the project schedule, submit deliverables, and ensure that all project requirements are satisfied from start to finish. Greg will oversee KOA's field staff and design engineers to ensure that the PS&E milestones are met and that all agency comments are addressed at each phase. **Matt Stepien, PE** with over 30 years of professional experience will provide QA/QC support on the engineering plans and cost estimates. Traffic and civil engineering design will be completed by our experienced design team, led by **Wyatt Sing, PE** and **Manuel Barrios**, both supplemented by design engineering staff as shown in the organizational chart. KOA's assigned key staff have the depth of experience required to make sure that every foreseeable precaution in the design is ironed out through technical analysis and discussions with the City. Our experienced engineers, planners, and construction managers are very knowledgeable about what works and what doesn't, which translates to less delays on the schedule, less concerns for City staff, a minimization of issues during construction, less inconvenience to the local community, and the highest return in value for the services we are providing.

RESUMES

Since resumes are not part of the page limit, they are attached to the end of this proposal.

PSA COMPLIANCE

KOA complies with the requirements of the provided sample Professional Services Agreement.

TYPES OF SERVICES

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

PROJECT OFFICE LOCATION

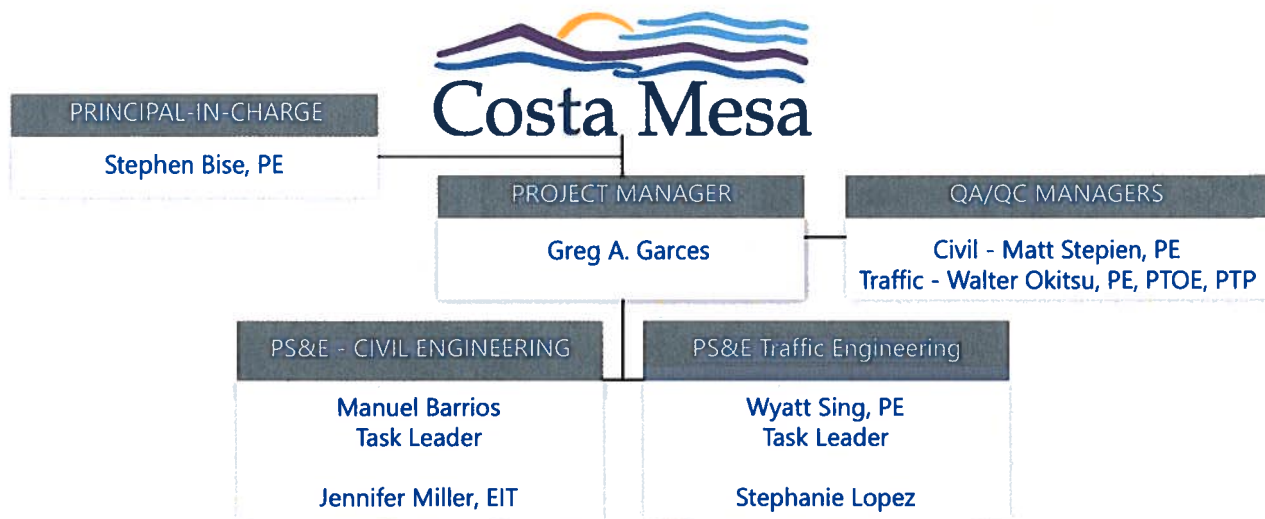
2141 W Oranewood Ave
 Orange, CA 92868
 Tel: (714) 573-0317

PROJECT MANAGER

Greg Garces
 Tel: (714) 573-0317
 ggarces@koacorp.com

AUTHORIZED TO NEGOTIATE

Stephen Bise, PE, Principal-in-Charge
 Tel: (714) 573-0317
 sbise@koacorp.com



SIMILAR PROJECTS

CITY OF COSTA MESA BRISTOL STREET IMPROVEMENT PROJECT COSTA MESA, CA

This project involves providing circulation solutions to alleviate traffic congestion by widening the intersection to accommodate additional turn lanes, traffic signal modifications, street lighting improvements, and changes to signing and striping to improve capacity and safety. As a subconsultant, KOA provided traffic analysis and traffic engineering services. We designed a new traffic signal along Bristol Street, between Randolph Street and Baker Street, for improved access to private driveways. KOA prepared signing and striping plans, street lighting plans, and traffic control plans. Matt Stepien, who was employed by the prime consultant at the time, was the project manager for this project.

2015 | \$33,690.

REFERENCE - City of Costa Mesa, Raja Sethuraman, Transportation Services Manager, (714) 754-5032, raja.sethuraman@costamesaca.gov



CITY OF LOS ANGELES LA RIVER GREENWAY SEGMENTS 1 & 2 IMPLEMENTATION LOS ANGELES, CA

KOA is on the Gruen Associates Team to provide design services for Phase 2 of the LA River Bikeway & Greenway Design Completion Project. This phase includes schematic design, design development, construction documents, bid and award, construction administration, and post-construction for Segment 1 - Vanalden Avenue to White Oak Avenue, and Segment 2- White Oak Avenue to Balboa Boulevard. KOA will be providing transportation and electrical design services, which include bikeway lighting, street improvements, on-street signing/striping, and support supplemental analysis for Envision certification. KOA is also providing civil and traffic engineering services to provide various first/last mile improvements in conjunction with ATC Cycle 4 grant funds. These improvements include four new traffic circles, Class I, III, and IV bike facilities, ADA compliant curb ramps, and intersection modifications.

Ongoing | \$418,000

REFERENCE - Gruen Associates, Dean Howell, Project Manager, (323) 937-4270, Howell@gruenassociates.com



SIMILAR PROJECTS

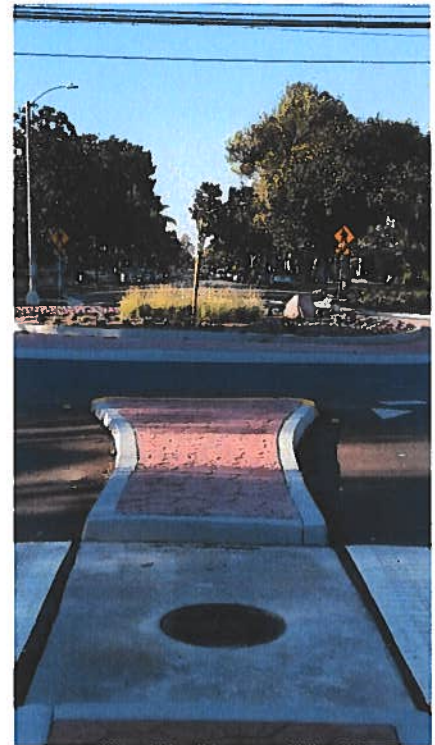
CITY OF LONG BEACH DAISY - MYRTLE 10-MILE BIKE BOULEVARD PS&E DESIGN

LONG BEACH, CA

KOA conducted a feasibility study and prepared plans, specification, and cost estimation (PS&E) for a 10-mile bike facility along Daisy Avenue and Myrtle Avenue in the City of Long Beach. This north-south bikeway project provided connections from Downtown Long Beach to North Long Beach through multiple neighborhoods and several schools with close to 2,000 students combined. It brought traffic calming and multimodal improvements to the corridor through treatments such as roundabouts, mini traffic circles, pedestrian refuge islands, a traffic signal, bicycle detectors, and other greenway facilities. KOA provided construction assistance services during the City's implementation of the designs. Through the project development process, KOA worked closely with City staff, conducted public outreach, and managed more than four subconsultants.

2019 | \$485,799

REFERENCE - City of Long Beach, Steve Tweed, Project Manager, (562) 570-6266, Steve.Tweed@longbeach.gov



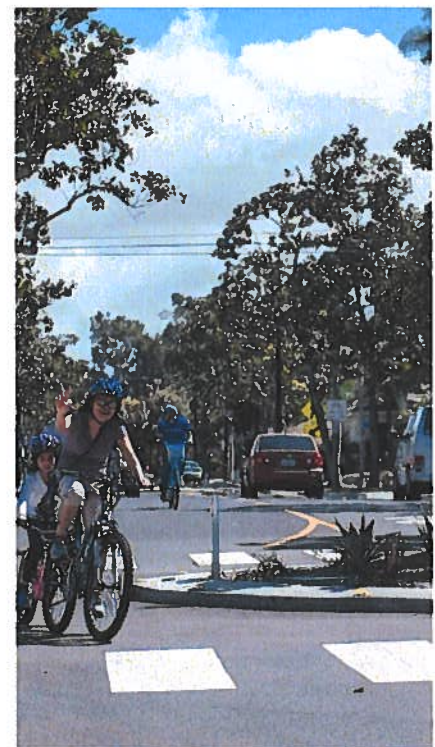
CITY OF LONG BEACH DELTA AVENUE BICYCLE BOULEVARD

LONG BEACH, CA

The City has secured ATP Cycle 2 Grant funding for the construction of an approximately 3-mile bike boulevard corridor that would traverse over the Port of Long Beach, City of Long Beach, and Caltrans right-of-way. KOA is designing Class II and Class III bike facilities along the corridor, in addition to implementing traffic calming and safety measures such as traffic circles, raised intersections, wayfinding signage, and a new traffic signal. KOA is also evaluating traffic dividers or median refuges as effective treatments for the project. Implementation of the project will provide greater and safer non-motorized north-south connectivity to neighborhoods, schools, parks, regional bike paths, and transit facilities on the western side of the Los Angeles River. To help the project team understand the project needs, KOA has led City representatives on a bike ride along the corridor. The outing has allowed the team to see the existing conditions, challenges, and dangerous spots from a bicyclist's point of view. This bike ride has been fundamental in establishing consensus for developing the appropriate treatments.

2019 | \$274,000

REFERENCE - City of Long Beach, Keith Hoey, Project Manager, (562) 570-6586, Keith.Hoey@longbeach.gov



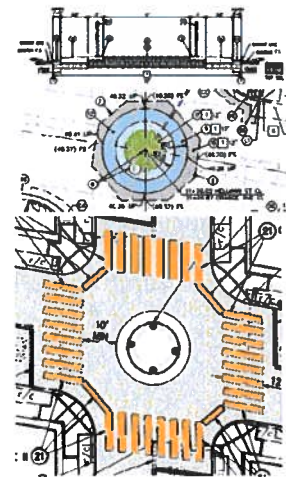
SIMILAR PROJECTS

CITY OF LONG BEACH ORANGE & HELLMAN TRAFFIC CIRCLE PS&E LONG BEACH, CA

KOA provided civil and traffic engineering design services to install a **traffic circle** at the intersection of Orange Avenue and Hellman Avenue. It will be landscaped to tolerate drought, in accordance with City standards. The size and shape of the circle will be strategic to provide enough deflection to slow traffic while maintaining access to larger vehicles. This project also includes minor street repair/repaving, new curb/gutter, and ADA-compliant curb ramps.

2020 | \$15,259

REFERENCE - City of Long Beach, Craig Cruz, Project Manager, (562) 570-6676, craig.cruz@longbeach.gov

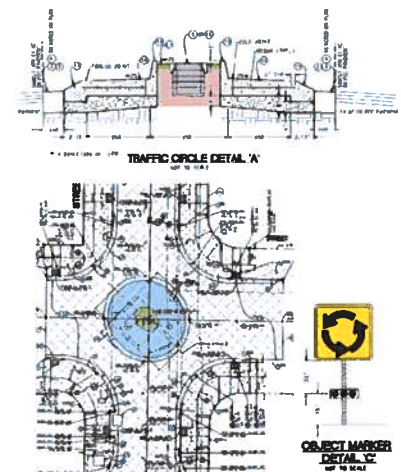


CITY OF SANTA ANA BUSH STREET BIKE BOULEVARD PS&E SANTA ANA, CA

The approximately 4,100 feet of proposed bike boulevard extends along Bush Street and 15th Street to connect with existing and adopted bike boulevards in the city. KOA is providing PS&E services to implement a bike boulevard with landscaped **traffic circles** at six intersections and bulb-outs at another two intersections. Permission from the Federal Highway Administration is required for experimental implementation of green-backed sharrow markings.

Under Construction | \$136,070

REFERENCE - City of Santa Ana, Kenny Nguyen PE, Project Manager, (714) 647-5632, KNguyen@santa-ana.org

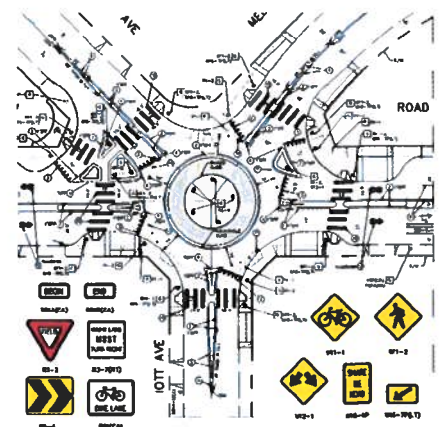


CITY OF EL MONTE MOUNTAIN VIEW ROAD ROUNDABOUT EL MONTE, CA

KOA assisted the City of El Monte with the traffic engineering of a single-lane **roundabout** at the "Little Five Points" intersection (Mountain View Road at Elliott Avenue/Meeker Avenue). The project included a traffic analysis, alternative assessment, implementable temporary striping plans, and complete construction documents.

Ongoing | \$40,670

REFERENCE - AndersonPenna Partners, Inc., Joe Buckner, (714) 428-1500



RESUMES

GREG GARCES

PROJECT MANAGER | SENIOR DESIGNER

Greg Garces is a senior designer with more than 13 years of working experience in the traffic engineering and transportation planning field. He specializes in traffic engineering design, traffic operations, and safety studies, transportation analyses, parking design and utilization studies, traffic signal design, work zone/traffic control plans, signing and striping plans, and PS&E design for Active Transportation Plans (ATP), Safe Routes to School (SRTS), and Highway Safety Improvement Program (HSIP) projects. He has extensive experience working with CADD applications and traffic engineering software including AutoCAD, Microstation, and Synchro/SimTraffic. Before joining KOA, Greg was a lead project engineer with Minagar & Associates, Inc.

RELEVANT EXPERIENCE

Metropolitan Water District's (MWD) Bristol Street Traffic Control Plans, Costa Mesa, CA

Project Engineer/Designer. Greg prepared traffic control plans for MWDs Phases 1, 2 and 3 OC Feeder Water Main project which runs along Bristol Street through the Cities of Santa Ana, Costa Mesa and Newport Beach. Work in the City of Costa Mesa included day and nighttime TCPs from Sunflower Street to Red Hill Avenue, working with the City's contract traffic engineer and signal operations to obtain and reflect city feedback on the final plans, and coordinating with MWD and Caltrans D12 to obtain the final approved encroachment permits for the TCPs.

City of Long Beach Anaheim Street Improvements PS&E, Long Beach, CA

Project Manager. Greg is currently managing the KOA project team as the prime (for traffic signal PS&E, signing and striping improvements) along with design subs for civil engineering median improvements and irrigation & landscaping features. The project is composed of traffic signal modifications at 20 intersections, 2.3 miles of full roadway signage and striping, and 2.2 miles of raised center island and median bikeway/pedestrian refuge improvements with landscape and irrigation along Anaheim Street. The project currently is in the Final/100% PS&E delivery phase.

City of Laguna Beach PCH Traffic Improvements PS&E Project, Laguna Beach, CA

Construction Engineering Management/Project Coordinator. Greg provided lead CEM support services, including coordination with Caltrans and preparation of permits, review and approval of construction submittals ranging from concrete design mix to catch basins and signal equipment, QA/QC on Caltrans-approved traffic control and staging/detour plans, response to contractor RFIs and bid/quantity takeoff analyses during construction, and providing inspection and approval of roadway striping in the field. The project consisted of 12 new/reconstructed ADA ramps and curb extensions (bulb-outs), full roadway signage and striping improvements to enhance lane alignment and extend turn pockets, and traffic signal modifications at 5 intersections to provide new APS pushbuttons, countdown pedestrian heads, and "pedestrian scramble crossing" signal operations. Construction was completed in June 2020.



EDUCATION

3 Years BS Coursework, Civil Engineering, California State Polytechnic University, Pomona, CA

TRAINING

2014 CA MUTCD Update Training Course, Los Angeles County Metropolitan Transportation Authority (Metro)

27-Hour Training, Project Management Professional (PMP)

Traffic Control for Safer Work Zones, Institute of Transportation Studies Tech Transfer Program, University of California, Berkeley, CA

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

American Society of Civil Engineers

City of Santa Ana Bush Street Traffic Circles PS&E Project – Santa Ana, CA

Quality Control/Assurance. Greg supported KOA's engineering design team by providing plan check and QA/QC review services on the road and traffic circle construction details, signing & striping plans, as well development of project specifications and bid schedule preparation. The project consisted of constructing 4 new neighborhood traffic circles and curb extensions/bulb-outs, landscaping and irrigation improvements, roadway rehab, and 0.64 miles of roadway re-striping and signage. The 100% PS&E was completed in April 2020 and is current in the pre-construction phase.

Various “Quick-Build” and Grant-Funded Signing & Striping Projects

Design Engineer.

- City of Beaumont’s On-Street Parking and Bus Turnout Plan on 6th Street at City Hall
- City of Burbank’s 3-mile Bikeway and Roadway Diet on Verdugo Avenue
- City of Colton Neighborhood Signing & Striping Improvements (on-call TE contract)
 - » S. Rancho Avenue & W. “N” Street
 - » Signing & Striping Plan for Reche Canyon Rd. at South City Limits
 - » La Cadena Drive & Tropica Rancho Rd.
- City of Beaumont’s neighborhood signing & striping improvements (on-call TE contract)
 - » Desert Lawn Drive at Oak Valley Parkway
 - » 6th Street Bus Turnout and Traffic Lanes
 - » Oak Valley Parkway Striping Modifications (Palm to Cherry Avenue)
 - » Xenia Avenue at 8th Street Signing & Striping Plan and Tech Memo
- City of Coachella – various citywide projects
 - » Citywide Highway Safety Improvements (HSIP) TCD Upgrades Project
 - » Safe Routes to School (SR2S) Cycle 8 Design PS&E
 - » Active Transportation Plan (ATP) – Phases I & II

STEPHEN BISE, PE

PRINCIPAL-IN-CHARGE | SENIOR ENGINEER

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



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #76775

RELEVANT EXPERIENCE

- City of El Monte Mountain View Roundabout
- LA River Greenway ATP Traffic Circles
- City of Long Beach Delta Avenue Bicycle Boulevard
- City of Long Beach Orange Avenue & Hellman Street Traffic Circle
- City of Long Beach Anaheim Street Corridor Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Costa Mesa Adams Avenue Improvement Project



RESUMES

MATT STEPIEN, PE

CIVIL ENGINEERING QA/QC MANAGER | SENIOR ENGINEER

Matt Stepien, PE, has 30 years of civil engineering experience with an emphasis on the design and management of municipal roadway, utility, and infrastructure improvement projects. His services involve preliminary to final design, master planning studies, PS&E, and quality control. He is a leader in the private engineering field for pavement recycling. His recent project experience includes the planning and design of infrastructure projects for the cities of San Juan Capistrano, Stanton, Costa Mesa, Seal Beach, Laguna Beach, Anaheim, Long Beach, Santa Fe Springs, Downey, Norwalk, and La Habra. He has also performed this work for the Orange County Transportation Authority (OCTA) and Metro. Matt has served as the project manager for numerous significant engineering projects during the last 20 years, all having one thing in common; they were successfully built without problems.



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #35500

RELEVANT EXPERIENCE

- City of Costa Mesa Pularino Avenue Pavement Rehabilitation
- City of Costa Mesa Baker Street and Fairview Road Pavement Rehabilitation
- City of Anaheim Katella Avenue Widening
- City of Anaheim Harbor Boulevard Improvements
- City of Costa Mesa 18th Street Rehabilitation

WALTER OKITSU, PE, PTOE, PTP

TRAFFIC ENGINEERING QA/QC MANAGER | PRINCIPAL

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



EDUCATION

MS, Transportation Engineering,
University of California, Berkeley, CA
BS, Civil Engineering, California State University, Los Angeles, CA

REGISTRATIONS

Professional Engineer (PE),
Traffic, CA #1406
Professional Engineer (PE),
Civil, CA #52655
Professional Traffic Operations
Engineer (PTOE)
Professional Transportation Planner
(PTP)

RELEVANT EXPERIENCE

- City of Imperial Beach Temporary Roundabout at 9th St and Donax Avenue
- City of Los Angeles Safe Routes to School Plans for the Top 50 Schools with Most Need
- City of Los Angeles Safe Routes to School Plans for the Top 50 Schools with Most Need Pop-up Demonstration Roundabout

RESUMES

MANUEL BARRIOS

CIVIL ENGINEERING PS&E TASK LEADER | SENIOR ASSOCIATE ENGINEER

Manuel Barrios has worked on engineering/public works projects involving roadway design, plan preparation, capital improvements, and land development projects for cities throughout Orange and Los Angeles counties. He has delivered projects for both horizontal and vertical design to the Los Angeles County Metropolitan Transportation Authority (Metro) and the Los Angeles Bureau of Engineering/Department of Transportation (LABOE/DOT). He has been the project engineer for several public projects to construct, widen, and improve roadways; determine utility relocations; and design and prepare grading, drainage, sewer, water utility, and site improvement plans. Manuel has extensive experience and knowledge of Orange County Standard Plans as well as Greenbook Standard Specifications for Public Works Construction so he can deliver projects from the preliminary stage through final construction.

RELEVANT EXPERIENCE

- City of Santa Fe Springs Florence Avenue Widening
- City of Long Beach Market Street Pedestrian and Streetscape Enhancements Project
- City of Laguna Beach Temple Hills Drive Sidewalk Extension
- City of La Habra Hacienda/Whittier Intersection Improvements



EDUCATION

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

WYATT SING, PE

TRAFFIC ENGINEERING PS&E TASK LEADER | SENIOR ASSOCIATE ENGINEER

Wyatt Sing is a versatile engineer based in KOA's Orange office. He has experience with traffic engineering and neighborhood traffic calming design, signing & striping, traffic signal operations studies and signal timing synchronization. He has worked on a variety of active transportation projects, from preparing construction-ready Plans, Specifications and Estimates (PS&E), to organizing utility documents, coordinating with Caltrans and traffic engineering staff during construction, collecting and analyzing field and record plan data, preparing engineering design calculations, and designing engineering recommendations a variety of public improvement projects. Additionally, Wyatt has experience with roadway design and has developed plans for numerous projects. While working on any project and being a part of a team, Wyatt strives to learn and gain valuable experience on a daily basis.



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE), Civil, CA #90821

RELEVANT EXPERIENCE

- City of Laguna Beach Coast Highway Intersection Improvement PS&E
- City of Long Beach Anaheim Street Corridor Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Costa Mesa Adams Avenue Improvement Project
- City of Menifee ADA and Pedestrian Improvements Project



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EXHIBIT C
FEE SCHEDULE

Fee Proposal:
Costa Mesa Randolph Avenue Street Improvements Project
KOA Project # MC03087
Dated 07-10-2020

	KOA					NTE Total
	Principal/ QA/QC Manager	Project Manager	Sr. Associate Engineer	Associate Engineer	Other Direct Costs	
Hourly Rates (Fully Burdened):	\$215	\$165	\$125	\$100		
Task 1: Project Management						
1.1 – Meetings						
1.1.1 – Kick-off Meeting	4	4	4		\$100	
1.1.2 – 60% Design Submittal Meeting (Field Walk)		4	4		\$50	
1.2 – Records Research and Review				4		
1.3 – General Administration (Progress Reports, Invoicing, Client/Team Coord)	2	8				
Task 1: Subtotal	\$1,290	\$2,640	\$1,000	\$400	\$150	\$5,480
Task 2: Field Review						
2.1 – Field Review and Verifications			8	8	\$100	
Task 2: Subtotal			\$1,000	\$800	\$100	\$1,900
Task 3: Design Plans						
3.1 – Base Plans and Design Analysis						
3.1.1 – Preparation of Base Map				8		
3.1.2 – Traffic Analysis (sight distance, queuing, roundabout calcs)		2	8			
3.2 – Design Plans and Details (60%, 90%, 100%)						
3.2.1 – Street Improvement Plans (curb ramps, minor concrete & AC)	8	8	24	4		
3.2.2 – Signing & Striping Plans	8	8	24	4		
Task 3: Subtotal	\$3,440	\$2,970	\$7,000	\$1,600		\$15,010
Task 4 - Project Specifications & Special Provisions						
4.1 - 60% Technical Specifications	2	2	4	4		
4.2 - 90% Technical Specifications	2	2	8			
4.3 - 100% Final Specifications, Special Provisions & Bid Document	4	4	4			
Task 3: Subtotal	\$1,720	\$1,320	\$2,000	\$400		\$5,440
Task 5 - Construction Cost Estimates						
5.1 - 60% Engineer's CCE		2	4	12		
5.2 - 90% Engineer's CCE	2	2	4	4		
5.3 - 100% Final Quantities, Estimates & Back-up Calculations	4	4	8			
Task 4: Subtotal	\$1,290	\$1,320	\$2,000	\$1,600		\$6,210
OPTIONAL - Task 6 - Construction Support Services						
6.1 – Pre-construction Meeting (1)	2	4	2			
6.2 – Respond to Contractor Requests for Information (RFIs)(3)	2	4	8			
6.3 – Review Contractor submittals (5)	2	8	12	4		
6.4 – Conduct Field Observations and Assistance (1 day)		8	8		\$100	
Task 5: Subtotal	\$1,290	\$3,960	\$3,750	\$400	\$100	\$9,500
TOTAL BASE PROFESSIONAL SERVICES	\$7,740	\$8,250	\$13,000	\$4,800	\$250	\$34,040
TOTAL BASE + OPTIONAL CEM SUPPORT SERVICES	\$9,030	\$12,210	\$16,750	\$5,200	\$350	\$43,540

NOTE:

1. Fee is negotiable prior to execution of service agreement

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.