

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of March, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services in connection with the Adams Avenue Bicycle Facility 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 issued a Request for Proposals for Engineering Design Services for Adams Avenue and Pinecreek Drive Intersection Project ("Project A") and Adams Avenue Bicycle Facility Project ("Project B"), dated November 9, 2020, incorporated by this reference as if fully set forth herein ("RFP"); and

D. WHEREAS, Consultant submitted a response to the City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference; and

E. 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

F. 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 for Project B in accordance with the RFP and Consultant's Proposal.

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. 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 "B," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Thirty-Two Thousand Five Hundred Forty-Seven Dollars (\$132,547.00).

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. 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, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required

and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on March 15, 2023, 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: Matt Stepien

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5359
Attn: Ramin Nikoui

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 "C" 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 and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ramin Nikoui
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



PROPOSAL FOR
ENGINEERING DESIGN SERVICES FOR ADAMS
AVENUE AND PINECREEK DRIVE INTERSECTION
PROJECT ("PROJECT A") AND ADAMS AVENUE
BICYCLE FACILITY PROJECT ("PROJECT B")
CITY OF COSTA MESA



DECEMBER 9, 2020



TO

Mr. Ramin Nikoui
Assistant Engineer
City of Costa Mesa
Public Services Department
Transportation Services Division
4th Floor, City Hall
77 Fair Drive
Costa Mesa, CA 92628

FROM

Ms. Min Zhou, PE
CEO
mzhou@koacorp.com
T: (323) 260-4703

RFP

**Engineering Design Services for
Adams Avenue and Pinecreek
Drive Intersection Project
("Project A") and
Adams Avenue Bicycle Facility
Project ("Project B")**

DATE

December 9, 2020

Dear Mr. Nikoui:

KOA Corporation (KOA) has established itself as one of the leaders in ATP Projects – pedestrian and bicycle mobility - in Southern California. More specifically and more importantly to the current RFP, [KOA is currently completing the ATP project on Adams Avenue between the Santa Ana River and Royal Palm Drive in Costa Mesa](#), which will help during the design and review phases of the project, since we know the City staff, issues and procedures. This Costa Mesa and Adams-specific knowledge, combined with KOA's superior experience on ATP and intersection widening projects, makes us a perfect fit for the design of the Adams/Pinecreek Intersection and Adams Avenue Bicycle Facility Projects.

[One of KOA's discriminating factors is our desire to understand the project issues at the proposal level](#), so that we can provide the most-appropriate personnel and level of effort and so that surprises are eliminated or significantly reduced during the design process. For this specific proposal, our effort has included the following work.

- A thorough review of the RFP
- Gathering of existing right-of-way information from the Orange County Surveyor's office
- Detailed field reviews, focusing on pedestrian and bicycle safety, existing constraints, and existing right-of-way
- Review of the pavement rehabilitation plans for this segment of Adams from 2009
- Detailed evaluation of all existing curb ramps at Adams/Harbor and Adams/Fairview for ADA-compliance
- Brief structural review of the effort to reconstruct the existing OCC sign in the SW quadrant of S Street (OCC side of Pinecreek Drive), including the cost to reconstruct
- Numerous discussions amongst the team to identify specific safety, ADA-compliance, bicycle, and traffic issues
- Analysis of existing conditions, the proposed City concept for Project A, and development of a potential concept-level alternative plan

As a result of the effort described above, we have identified a [conceptual plan for Project A and Project B](#) which will result in improved safety and reduced construction costs. The potential advantages of our concepts, which will obviously need additional analysis, include the following:

- A lower design and construction cost, increasing the likelihood of the project fitting within the grant budget
- Ensuring slower/safer right-turn speeds entering OCC from eastbound Adams
- Eliminating the need for pedestrians to enter the roadway a second time at the southwest corner, reducing the potential for conflict with high-speed vehicles approaching the turn from eastbound Adams Avenue



- Eliminating the short merging movement between eastbound right-turns and westbound left-turns on S Street
- Eliminating the need to reconstruct the vertical OCC marquee sign at the southwest corner (which is preliminarily estimated to be at least \$70k), while also avoiding shifting the sign further west on Adams and thereby making it less visible to students
- Eliminating the potential for the relocated marquee's digital sign board to interfere with the visibility of pedestrians crossing the slip right-turn lane, especially at night
- Eliminating the visual distraction of motorists reading the sign while making the right turn on the slip ramp
- Aligning the south crosswalk to be more closely perpendicular with the Adams Avenue alignment through the intersection, offering better sight lines to pedestrians

Ultimately, the success of this project will be based on paying attention to the design details. The experience of the KOA project team, combined with our constructability reviews and proven QA/QC procedures, help to assure the City that cost-effective solutions are developed and that the details of the project design are being closely scrutinized and double-checked.

In addition to our efforts to understand the project at the proposal stage, KOA offers expertise and experience that provide us with unparalleled discriminators in Southern California, as summarized below.

Safety. KOA will make safety the most important aspect of these two projects. As discussed throughout our proposal, free right turns are rarely being designed in Southern California any longer, due to the potential vehicle/pedestrian conflicts at crosswalks. Similarly for Project B, bicycle safety will be a primary issue in the design of the Class II bike lanes.

ATP Project Specialists. KOA is the leader in Southern California in designing ATP projects. As reflected in the related experience section of this proposal, we specialize in these types of projects and are familiar with all of the nuances involved during the design process.

Federal Project Expertise. As reflected in the related experience section of this proposal, KOA has extensive expertise in preparing design documents for federally funded projects.

ADA Compliance. As a handicapped engineer, our Project Manager takes ADA compliance seriously. The KOA team has designed over 200 curb ramps for the City of Long Beach over the last 3 years and hundreds more for other local municipalities in Los Angeles and Orange Counties.

KOA has completed multiple ATP and intersection widening projects for the same agencies, which is a good indication of past performance and confidence with KOA staff. The assembled team members have an average of over 20 years of experience in their respective areas of expertise. In addition to their specific industry experience, the team has extensive experience working together on many similar projects throughout Southern California. This experience will enable Costa Mesa to have a quality end product that **proceeds on-schedule, is designed within budget at a reasonable cost, and is constructed without problems.**

Sincerely,
KOA Corporation

A handwritten signature in black ink that reads 'Min Zhou'.

Min Zhou, PE
CEO

SECTION 1 | PROJECT UNDERSTANDING

OVERVIEW

The City of Costa Mesa proposes to construct two bikeway projects (Projects A and B) on Adams Avenue between Harbor Boulevard and Fairview Road. Project A will reconstruct the south side of the intersection of Pinecreek and Adams to provide enhanced bicycle, pedestrian, and transit facilities, while Project B will bring dedicated bikeway access for the entire segment between Harbor Boulevard and Fairview Road. Together, the two projects will serve to complement the proposed bike lanes that KOA is currently designing on Adams Avenue to the west and the recently completed ATP improvements on Fairview Road, northerly to Baker Avenue.

PROPOSAL EFFORT

One of KOA's discriminating factors is our objective to have a comprehensive understanding of the project issues at the proposal level, so that we can provide the most appropriate personnel and level of effort, and that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following:

- A thorough review of the RFP
- Gathering of existing right-of-way information from the Orange County Surveyor's office
- Detailed field reviews, focusing on pedestrian and bicycle safety, existing constraints, and existing right-of-way
- Reviewed the pavement rehabilitation plans for this segment of Adams from 2009
- Detailed evaluation of all existing curb ramps at Adams/Harbor and Adams/Fairview for ADA-compliance
- Brief structural review of effort to reconstruct the existing OCC sign in the SW quadrant of S Street, including the construction cost to reconstruct
- Numerous discussions amongst the team to identify specific safety, ADA-compliance, and bicycle and traffic issues
- Development of potential concept-level alternative plan

KOA DISCRIMINATORS

SAFETY

KOA will make safety the most important aspect of these two projects. As discussed below, free right turns are rarely being designed in Southern California any longer. due to the potential vehicle/pedestrian conflicts at crosswalks. Similarly for Project B, bicycle safety will be a primary issue in the design of the Class II bike lanes.

ATP PROJECT SPECIALISTS

KOA is the leader in Southern California in designing ATP projects. As reflected in the related experience section of this proposal, we specialize in these types of projects and are familiar with all of the nuances involved during the design process.

FEDERAL PROJECT EXPERTISE

As reflected in the related experience section of this proposal, KOA has extensive expertise in preparing design documents for federally funded projects.

STRETCHING THE CITY'S CONSTRUCTION DOLLARS

One of KOA's primary objectives on roadway projects is to stretch the City's construction dollars. Specifically for Project A, we have preliminarily identified a less-costly right-turn alternative for eastbound traffic to southbound S Street, which in addition to eliminating the need to reconstruct the costly OCC sign in the SW quadrant, would also eliminate the need to construct a bus turnout in the SE quadrant. For Project B, the bike lanes can be added without having to widen the outside curbs.

PROVIDING REALISTIC CONSTRUCTION COSTS

One of the elements of the design of a project that KOA pays special attention to is the preparation of realistic construction estimates. For Project A we have included a structural engineer to potentially prepare plans for the reconstruction of the OCC sign and to provide a construction cost estimate. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with KOA's construction personnel and contractors. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.

SECTION 1 | PROJECT UNDERSTANDING

ADA COMPLIANCE

As a handicapped engineer, our Project Manager takes ADA-compliance seriously. The KOA team has designed over 200 curb ramps for the City of Long Beach over the last 3 years and hundreds more for other local municipalities in Los Angeles and Orange Counties.

DESIGN DISCUSSION

ADA COMPLIANCE (BOTH PROJECTS)

All curb ramps at the Pinecreek intersection, as well as at the Harbor and Fairview intersections, will need to be ADA-compliant. As discussed above, our field review included detailed measurements of the various criteria for all of the existing ramps. Only the southeast curb return at Fairview is non-compliant. At Pinecreek, we recognize that the relocation/replacement of some traffic signal poles, pull boxes, and loop detectors will be required. The pedestrian access route at Pinecreek is currently discontinuous between the southerly sidewalk west of Pinecreek and the raised island at the southwest corner of the intersection.

UTILITY IMPACTS (PROJECT A)

There are several utility obstructions at the southwest and southeast corners of Adams/Pinecreek that will need to be relocated, adjusted, and/or otherwise investigated for coordination with the proper utility company or agency. The placement of utility lines and vaults/manholes/access covers, and conflicts with landscaping (trees), signal poles, light poles, other utilities and infrastructure will be reviewed. Curb drains and several catch basins will need to be relocated to the new curb face(s) at the southwest corner at Pinecreek.

TRAFFIC SIGNALS (BOTH PROJECTS)

Reconstructing the southwest/southeast corners at Pinecreek will require traffic signal modifications to redesign and relocate traffic signal poles, realign signal heads to the new lane configurations, update push buttons and pedestrian signal heads to ADA compliance, and reinstall loop detection. As shown in [Exhibit 1](#), KOA staff conducted a preliminary field walk of the corridor and noted that the pushbuttons at the northwest and northeast corners of the intersection are also substandard and not in conformance with current Caltrans requirements. These pushbuttons must be replaced with California Manual for Uniform Traffic Control Devices (CA MUTCD)-compliant pushbutton housings (APS will be considered). complete with minimum 2" diameter buttons and informative pedestrian crossing placards.



Exhibit 1 – Existing pullboxes, detector loops, and substandard pedestrian pushbutton at Adams/Pinecreek which will be relocated, modified, or replaced as part of the reconstructed southwest corner

BUS STOP RELOCATION (PROJECT A)

OCTA bus route 178 travels through Adams Avenue with an eastbound bus stop at Pinecreek/OCC (near-side). KOA will work with the City in providing a design that relocates the eastbound near-side bus stop/bench at Pinecreek to the east (far) side of the intersection, matching the lane realignments and bike lane, complete with a new bus turnout, OCTA-compliant shelter, and bus schedule amenities to accommodate OCTA patrons. The existing bus shelter extends from the back of walk to 32" toward the curb. Therefore, in order to provide a minimum of 4 feet of pedestrian clearance around the new bus shelter at Adams/Pinecreek, the new sidewalk will need be designed to provide adequate clearance.

SECTION 1 | PROJECT UNDERSTANDING

STREET LIGHTING (PROJECT A)

With the exception of safety lighting at the Adams/Pinecreek traffic signal, there are currently no street lights on the south side of Adams Avenue through the entire 2,800' stretch of frontage along the OCC northerly campus property. Therefore, as confirmed by the City, mid-block street lighting will need to be provided in the sidewalk on both Adams and along the length of the eastbound right-turn slip lane. KOA will use AGI32 street lighting design software to calculate photometrics, review illumination, and prepare street lighting and electrical plans to provide sufficient visibility for drivers, pedestrians, and bicyclists.



Absence of street lighting along the northerly OCC frontage (south side of Adams Avenue)

ALTERNATIVES DISCUSSION (PROJECT A)

As stated earlier in this proposal, KOA makes a significant effort during the proposal stage to have a comprehensive understanding of the project issues and to attempt to eliminate surprises during the design process. To that end, we have prepared [Exhibit 2](#) (see end of proposal), to provide the City with a potential concept-level plan of both projects integrated as one over the existing baseline conditions:

As seen in Exhibit 2, an important design challenge to consider in order to accommodate new bike lanes on Adams Avenue is the exclusive right-turn lane in the eastbound direction, shown in the City's concept design. By standard practice, the exclusive right-turn lane will require that the bike lane be aligned to the left-hand side of the right-turn lane. The remaining travel lanes and left-turn lane would then be offset from their original alignment on approach to the intersection, which will require some traffic signal modification design to ensure that proper vehicle detection is maintained. Bicyclists queuing up in the new bike lanes at the traffic signal should also be given adequate signal detection, which can be done by adding bicycle video detection zones, bike loops, or bicycle pushbuttons on the signal poles or on new stub poles within reaching distance of the bike lane, if located curbside.

The inset detail shown on Exhibit 2 illustrates one proposed alternative approach for Project A's eastbound right-turn lane. For this alternative, the right-turn slip lane would be eliminated altogether, replaced with an exclusive right-turn lane and a traditional crosswalk/sidewalk path at the southwest corner. There are several advantages to implementing this plan.

- Lowers the design and construction cost, increasing the likelihood of the project fitting within the grant budget
- Ensures slower/safer right-turn speeds entering OCC from eastbound Adams Avenue
- Eliminates the need for pedestrians to enter the roadway a second time at the southwest corner, reducing the potential for conflict with high-speed vehicles approaching the turn from eastbound Adams Avenue
- Eliminates the short merging movement between eastbound right-turns and westbound left-turns
- Eliminates the need to reconstruct the vertical OCC marquee sign at the southwest corner (which is preliminarily estimated to be at least \$70k), while also avoiding shifting the sign further west on Adams Avenue and thereby making it less visible to students (see [Exhibit 3](#))
- Eliminates the potential for the relocated marquee's digital sign board to interfere with the visibility of pedestrians crossing the slip right-turn lane, especially at night
- Eliminates the visual distraction of motorists reading the sign while making the right turn on the slip ramp
- Avoids having to relocate electrical and communication pull boxes and conduit
- Aligns the south crosswalk to be more closely perpendicular with the Adams Avenue alignment through the intersection, offering better sight lines to pedestrians

SECTION 1 | PROJECT UNDERSTANDING

Potential drawbacks of this alternative include:

- Reduction to traffic flow/level of service at the intersection for high right-turn volumes in contrast to providing a free and channelized right-turn lane
- The possibility that pedestrians might, over time, create a “desired path” that cuts across the re-landscaped area if it is perceived that the sidewalk path around the reduced radius is an impediment to the fastest walking route. KOA will discuss design options with the City and consider if perhaps a separate side path connecting the south/west sidewalk routes on Adams and S Street would be warranted in conjunction with a traditional right-turn configuration at the corner.

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

- Traffic signal materials currently have a procurement lead time of 6 to 8 months. Any traffic signal standard equipment such as poles, mast arms, vehicle/ped heads, etc. can be purchased by the City ahead of time and provide the equipment for the Contractor. Alternatively, the City could issue the Contractor a preliminary NTP so that materials can be ordered as soon as possible prior to the actual construction start date.
- Work with KOA to select a design and construction method to reduce work/time, such as keeping existing curb and gutter in place as much as possible, particularly along Adams Avenue outside of the Pinecreek intersection
- Reuse existing trees and boxes within the existing median area (adjust at station) to the extent possible
- Adjust the design to accommodate existing traffic signal poles, signal heads, pullboxes, conduit, mast arm, and pushbutton equipment as much as possible
- Reduce median landscaping area/material costs as much as possible by maintaining the minimum allowable travel widths acceptable by the City of Costa Mesa (e.g., would require foregoing the possibility of adding buffered striping to the bike lanes)
- Utilizing energy-saving LED lamps and luminaire heads for the street lights



Exhibit 3 – Existing digital marquee & electrical/communications equipment impacted by the design

ALTERNATIVES DISCUSSION (PROJECT B)

Project B will add a Class II bikeway (on-street marked bicycle lanes) on Adams Avenue, closing the gap on the Adams Bike Lane between Harbor and Fairview and enhancing bike mobility on Adams. Project B would also improve bike connections further west to where it connects to the Santa Ana River Trail and to the City of Huntington Beach’s Class II bikeway along Adams. Other important connection points to future facilities include the Class I OCC West Bicycle Trail connecting Adams Avenue to Merrimac Way to the south, and the Class III bike boulevard on Peterson Place which will facilitate bike travel between Adams and Mesa Verde East.

The main design constraint to implementing Project B is the limited curb-to-curb width of the roadway and the width of the traveled way between the existing raised landscaped median and the outside curbs. Adding bike lanes to this segment of Adams Avenue will require changing the existing three-lane per direction traveled-way width from 35 feet, typically, to a minimum of 39 feet wide. Instead of widening the street (a costly alternative), the median width can be reduced along various stretches of the 3,600’ segment on Adams.

The proposed design will involve the following:

- Reconstructing the raised median curb
- Removing interfering existing landscape and hardscape, including some mature trees
- Adjusting irrigation and utility cover access

SECTION 1 | PROJECT UNDERSTANDING

- Adding bike lane guide signage at regular intervals in each direction
- Re-stripping the westbound and eastbound lanes to maintain three lanes of travel in addition to the new bike lanes

On the north side of Adams Avenue, just east of Pinecreek Drive, there is also an existing on-street parking lane which KOA will maintain. Our conceptual-level plan would permit the on-street parking lane to remain by marking the bike lane between the parking and outside (#3) travel lane. Where there exists a raised “porkchop” island for pedestrian refuge at the intersection, the bike lane will be located between the island curb and the outer travel lane (see [Exhibit 4](#)).



Exhibit 4 – Intersection of Adams Avenue & Fairview: Center median to be reduced, and location of new bike lane (beginning and end) at the crosswalk adjacent to the existing porkchop islands

The two signalized intersections at the ends of the corridor (Adams at Harbor Boulevard and Adams at Fairview Drive) present important design challenges that must also be considered in order to accommodate the new bike lanes. The exclusive right-turn lanes at each intersection will require that the bike lanes be channelized and aligned to the left-hand side of the right-turn lane. The remaining travel lanes and left-turn lane will then be offset from their original alignment on approach to each intersection, which will require some traffic signal modification design to ensure that proper vehicle detection is maintained. Bicyclists queuing up in the new bike lanes at the traffic signals will also need to be given adequate signal detection, which can be done by adding bicycle video detection zones, bike loops, or bicycle pushbuttons on the signal poles or on new stub poles within reaching distance of the bike lane, if located curbside.

We are therefore assuming that no outside curb and gutter will be moved for the project length. However, the entire remaining roadway area in between the north and south outside curbs on Adams Avenue between Harbor Boulevard and Fairview Avenue will be modified in some way. This will primarily involve median trimming along the corridor, which will impact some of the existing tree wells in the median; narrowing and realigning the travel lanes; and providing traffic signal modifications at the three signalized intersections. Project B will tie into Project A at the intersection of Adams/Pinecreek,

SECTION 2 | WORK PLAN

This section constitutes a refinement to the Scope of Work presented in the RFP. KOA commits to carrying out the tasks and producing the deliverables outlined by the City, through the means and methods discussed below.

PHASE 0: PROJECT APPROACH, PROJECT MANAGEMENT & ADMINISTRATION

KOA will supervise, coordinate, and monitor the work on a continuous basis in conformance with the City of Costa Mesa's requirements. KOA will coordinate between City staff, subconsultants, Orange Coast College (OCC), Southern California Edison (SCE), and other affected agencies and utility companies. KOA will prepare meeting agendas and minutes for every meeting and provide progress reports, invoices, and the schedule updates as needed. Once the contract has been signed, Mr. [Matt Stepien, PE](#), the KOA Project Manager, will organize an initial meeting with the City of Costa Mesa to kick-start the project, along with key staff from our team. The meeting will serve to ensure the design team and City staff have a mutual understanding of tasks to be completed, the schedule of work, and any other logistics that need to be discussed.

We are proposing numerous virtual progress meetings with the City throughout the course of the project. The meetings will serve to update the City of the project progress and discuss issues. Matt will work closely with the City, design staff, and subconsultants to uphold the project schedule and budget. He will also conduct internal project meetings and maintain open lines of communication with all staff involved to advance the project. Matt will serve as the point of contact and liaison between the City's Project Manager and stakeholders.

In addition to obtaining environmental clearance, the City must obtain right-of-way certification and Authorization to Proceed with Construction. These efforts can be cumbersome, requiring coordination between the Caltrans Local Assistance Engineer (DLAE) and our environmental subconsultant, ECORP, who will be preparing the required studies, as needed. Grant management to comply with OCTA's BCI program and Caltrans may be provided as an optional task in this scope of work. KOA will maintain a log of deliverables and discussions to obtain environmental clearance.

Deliverables

- [Agenda & Minutes](#)
 - [Project Progress Reports](#)
 - [Invoices](#)
 - [Updated Project Schedules](#)
 - [Grant Log \(Optional\)](#)
-

PHASE 1: TOPO SURVEY, UTILITY RESEARCH, PROJECT DATA COLLECTION

RESEARCH AND UTILITY COORDINATION

KOA will begin the project by requesting from the City record drawings and documents relevant to the project site(s). In addition to the street improvement and traffic signal plans already provided by the City during the proposal phase, other record drawings and documents could include, but are not limited to studies, reports, topographic maps, centerline ties, corner records, or other as-built plans. KOA will send utility notification requests and compile any/all underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary. Utility notification responses will be logged in a Microsoft Excel file.

SURVEY

Huitt-Zollars will research at the City of Costa Mesa and County of Orange Department of Public Works for survey record information and will calculate a "record" centerline alignment to be used for the initial centerline monument recovery survey. Huitt-Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. The basis of bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum will be based on the County of Orange Department of Public Works. Work will include level run and horizontal control.

SECTION 2 | WORK PLAN

Project A - Huitt-Zollars will provide the field work described below.

- Topo and cross-sections to 10' beyond existing back of walk in SW quadrant of S Street/Adams intersection, from CL S Street to 450' west
- Topo and cross-sections to 20' beyond existing back of walk in SE quadrant of S Street/Adams intersection, from CL S to 260' east
- Topo and cross-sections on S Street from southerly curb on Adams to 350' south – 10' behind existing westerly curb to easterly back of walk
- Curb ramp survey of the 2 northerly ramps on Pinecreek

Project B – Huitt-Zollars will provide the field work described below.

- Topo and 50' sections on Adams Street (3,800 feet) from CL Harbor to CL Fairview – curb to curb except as noted below
- Curb ramp survey of the SE ramp at Fairview
- Porkchop islands on west side of Fairview

Deliverables

- Utility Notification Log and Responses
 - Survey Base Map
 - Right of Way Boundaries
-

PHASE 2A: PRELIMINARY DESIGN AND COMMUNITY OUTREACH

SITE INVESTIGATION/EVALUATION

KOA will conduct comprehensive site investigations with detailed photo logs for design and pre-construction reference. Design staff will walk the entire project area to investigate site conditions, drainage, needed modifications to median and sidewalk areas, PCC improvements, non-ADA compliant improvements, verify utility locations and project constraints, and note other typical and non-typical features. At signalized intersections, KOA will obtain the City's signal as-builts and verify traffic signal equipment. KOA will update the base plan and/or revise the project concepts and designs as needed throughout the project to reflect the verified conditions. Our proposal includes a field walk with City staff.

ALTERNATIVES ASSESSMENT

An important step in the preliminary/conceptual design phase will be to provide the project team, community, and stakeholders an opportunity to give feedback to refine our design. For Project A and Project B, we propose to develop a total of two designs, showing the proposed improvements and typical cross sections. We have provided a conceptual plan sample of one possible alternative for the combined projects in our Project Understanding section. We will also develop plant palettes at this stage for the reconstructed center median islands, as well as options for street lighting on the south side of Adams Avenue for Project A only. Our goal for this task is to (1) clearly highlight the project's design features; (2) identify the associated opportunities and constraints throughout the corridor; and (3) prepare a preliminary improvement plan that is cost-effective within the grant budget, while minimizing right-of-way impacts and impacts to OCC improvements. While meeting funding constraints and project goals, we will meet with the City to discuss the alternatives and the plan of action for producing one final concept design for public outreach.

PUBLIC OUTREACH

Public outreach will be vital in garnering support and receiving input on the proposed project design, considering the diverse communities and stakeholders that use the corridor for their everyday needs. KOA staff will conduct in-person/virtual meetings as follows: one (1) Bikeway and Walkability Committee (BWC) meeting to present the preliminary plans for committee member input; two (2) public workshops to identify public consensus and finalize the preferred project design; and one (1) City Council meeting. KOA will leverage our experience with the westerly Adams Avenue bikeway project and use our local knowledge and understanding of the subject project site's opportunities and constraints. We will utilize our local knowledge to highlight project intent and benefits to the community. KOA will provide clear,

SECTION 2 | WORK PLAN

attractive, and informative display boards along with a PowerPoint presentation for each meeting to display each concept. The displays will include one color rendering, cross-sections, and a conceptual plan of the project corridor. Throughout this process, the KOA project team will collect feedback from all meetings provided by stakeholders. KOA staff will then compile the input received and a Community Feedback Memorandum will be prepared and submitted to the City for discussion on design directives. Feedback from the first outreach meeting will be discussed with the City to refine the concept and move forward with the final design stage.

Deliverables

- Alternative Concept Plans
- Outreach Materials, Presentation, and Feedback Memorandum
- Preferred Alternative (30% Design)



KOA Community Workshop #1 – Adams Avenue Bicycle Trail Project from West City Limits to Royal Palm

PHASE 2B: ENVIRONMENTAL ANALYSIS & APPROVAL

ENVIRONMENTAL CLEARANCE

ECORP will prepare the PES form for the proposed project in accordance with the Local Assistance Procedures Manual (LAPM). The PES form will be used to consult with Caltrans/FHWA to determine the appropriate NEPA document for the project (in this case a CE has been assumed). In accordance with the procedures of Caltrans LAPM Chapter 6 and Chapter 7, KOA will complete this form for Caltrans' review in determining if more in-depth environmental studies are required. It should be noted that obtaining environmental clearance is one step of the grant process to obtain Authorization to Proceed with Construction (also known as E76). Based on initial review, it is assumed that any potentially significant impacts will be able to be mitigated below the level of significance. While it is not known yet what environmental impacts the project will cause, we anticipate that the project will result in minimal impacts and would therefore fall into CE/CE categorization per NEPA/CEQA provisions. The KOA team shall ensure that the PS&E checklist, design deliverables, and environmental clearance forms for Project A comply with all requirements for the successful implementation of a federally-funded project. Grant management services are not included in our scope of work.

Deliverables

- Preliminary Environmental Study (PES) Form
- Approved Categorical Exemption/Categorical Exclusion Determination Form

SECTION 2 | WORK PLAN

PHASE 3: FINAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

The KOA team will prepare a quality PS&E package at the 65%, 90%, and Final submittal stages of the project. Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.

- Title sheet
- General notes
- Typical sections, details, and notes
- Demolition
- Street improvements
- Drainage
- Landscape and Irrigation
- Street lighting (Project B only)
- Traffic Signal Modification (Project A only)
- Signing and Striping

HYDROLOGY/HYDRAULIC ANALYSIS

Since only minor amounts of additional impervious area will be added for the projects, we have not included any hydrologic or hydraulic analyses. Any impacted catch basins or storm drain laterals will be replaced in-kind.

WATER QUALITY MANAGEMENT PLAN

The KOA team will work with the City in meeting low impact development (LID) requirements and prepare a Water Quality Management Plan (WQMP). KOA will identify the required best management practices (BMPs) per site conditions.

STREET IMPROVEMENTS

Once the City has approved KOA's concept plans, we will develop improvement plans and details to encompass all aspects of the design. Our focus will be to provide Class 2 bikeways on Adams Avenue, safe multi-modal connectivity along the corridor at Pinecreek Drive, along with conformance with ADA requirements, and median modifications. The street improvement plans will be 1"=40' scale and contain the necessary vertical profile, horizontal control, construction notes, and applicable details. Details for non-compliant curb ramps will be prepared at 5-scale.

DRAINAGE

As a result of the curb and gutter reconstruction at Pinecreek, we anticipate there will be impacts to two of the existing catch basins adjacent to that intersection. KOA will prepare drainage plans at 1"=20' scale in accordance for both impacted catch basins. The laterals will also need to be partially reconstructed and/or modified as necessary to provide connectivity to the storm drain main line.

STREET LIGHTING (PROJECT B ONLY)

The RFP has identified the need to install new street lighting along the south side of Adams Avenue. Once the Project A concept has been approved, we will prepare street light illumination and uniformity calculations using AGI32 lighting design software. We will review the placement/location of each street light to confirm there is no visible conflict with existing improvements and/or utilities, as well as proposed improvements (such as future relocated OCC digital marquee sign board). Pedestals and lights will be designed for installation per the Greenbook (SPPWC) and City of Costa Mesa standard drawings and specifications. KOA will also coordinate with Southern California Edison (SCE) and propose for SCE designers to utilize our plan to identify service points of connection. The street lighting/electrical plans will be produced at a 1"=40' scale. Upon request, KOA will provide the light illumination and uniformity calculations.

TRAFFIC SIGNAL (PROJECT A ONLY)

As part of Project A, KOA will prepare a traffic signal modification plan for the intersection of Adams Avenue at Pinecreek Drive. The signals will be designed to comply with current Caltrans and CA MUTCD standards and will ensure the proper design of all signal poles, mast arms, vehicle heads (primary signal faces), pedestrian indications, and pushbuttons. **(Optional)** Since no traffic signal modification plan was identified in the scope of work for Project B, we are including this work as an optional task. However, as discussed above, Project B may require traffic signal modification at the intersections of Adams/Harbor and Adams/Fairview, in order to accommodate bicycle and pedestrian improvements.

LANDSCAPE/IRRIGATION

CSI will build upon the approved concepts and develop comprehensive construction plans for landscape and irrigation, both within modified/reconstructed median island areas (Project B) and landscaped areas at the intersection of Adams

SECTION 2 | WORK PLAN

Avenue & Pinecreek Drive (Project A). The assumption relative to Project B is that the median will be trimmed and that we are including the design to beautify the medians by totally replacing the sparse and inconsistent landscaping within the medians.

BUS STOP FURNITURE/SITE AMENITIES

We have assumed that the only decorative street furniture for this project will be at bus stops and that proposed amenities will match existing bus amenities along the project reach.

SIGNING & STRIPING

We will utilize the California Highway Design Manual (HDM), California MUTCD, and local Costa Mesa standards to provide an acceptable alignment throughout the project corridor. Signing and striping plans will be prepared for the new roadway alignment, bicycle facilities, and pedestrian facilities as needed. The plans will show the location of all proposed traffic signs, stripes and markings, and the proper location of all affected existing signs and markings.

STRUCTURAL (OPTIONAL)

DSC Engineering will research available as-built documentation for the existing OCC monument sign and perform a site visit to verify its layout and measurements. DSC Engineering will prepare drawings for the reconstruction of the sign, including the foundations and the vertical above-ground elements to mimic the existing sign construction. Attachments for the digital and graphic signage will be included. Re-routing of existing conduit and relocation of the existing pull-boxes will also be shown on the plans. A structural analysis will be completed for all structural concrete members and attachments based on the 2019 California Building Code including provisions for both seismic and wind loading on the monument sign. The structural analysis and plans will be stamped and signed by a California Registered Structural Engineer. DSC Engineering will include coordination with the Division of State Architect as required for review and approval of work on the public OCC campus.

SPECIFICATIONS & ESTIMATES

KOA will provide the City with technical specifications and a probable cost of construction concurrent with each submittal phase (65%, 90%, & Final PS&E). KOA will obtain the City's boilerplate specifications and append the technical specifications in Microsoft Word format. The engineer's estimate will be completed using Microsoft Excel. The cost will display anticipated bid items, quantity of material, and unit cost for each item. Prices will reflect anticipated construction year cost unless directed otherwise. We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

POST CONSTRUCTION MONUMENT PERPETUATION:

Pursuant to Section 8771(b) of the Land Surveyor's Act relating to the preservation of monuments, Huitt-Zollars will re-set those centerline monuments which were disturbed or destroyed by the construction project based on the construction ties as shown on the Pre Construction Corner Records prepared for this project and will also set additional centerline ties if required. Huitt-Zollars will then prepare, process and file "Post-Construction" Corner Records. This proposal assumes 3 monuments to be replaced and 1 Post-Construction Corner Records to be prepared. If multiple monuments can be shown on a single Corner Record, we will do so. This line item specifically excludes checking and/or processing fees that may be associated with the Corner Records.

Deliverables

- Meeting agendas & minutes
 - 65%, 90%, & Final Plan, Specification, Estimate submittals in both paper and electronic format
 - Reponse to comments matrix/Bluebeam plan sheet markups
 - Water Quality Management Plan
-

SECTION 2 | WORK PLAN

(OPTIONAL) TRAFFIC ANALYSIS AT PINECREEK

KOA recommends that a data-driven intersection analysis be performed to help in developing the optimal intersection reconfiguration. As a part of this task, KOA will build a traffic model of the Adams/Pinecreek intersection using SYNCHRO-10.0 and conduct an alternatives analysis by evaluating the different lane configurations, timing plans, and phasing patterns for up to three (3) select peak-hour time periods. The evaluation will include a SimTraffic microsimulation to identify and resolve any queuing issues and report on the levels of service and intersection delay for each design option considered by the City.

(OPTIONAL) LEGAL & PLAT AT PINECREEK

Huitt-Zollars will prepare one (1) legal and plat with legal descriptions for the west side and east side of S Street (i.e., OCC side of Pinecreek). For this task, it is assumed that the City will provide the title report. Huitt-Zollars will not perform utility research or utility conflict resolution. Huitt-Zollars will not coordinate or contact utility providers and will not be involved with utility notification efforts. Huitt-Zollars will not coordinate with, or be in contact with, owners of the impacted properties.

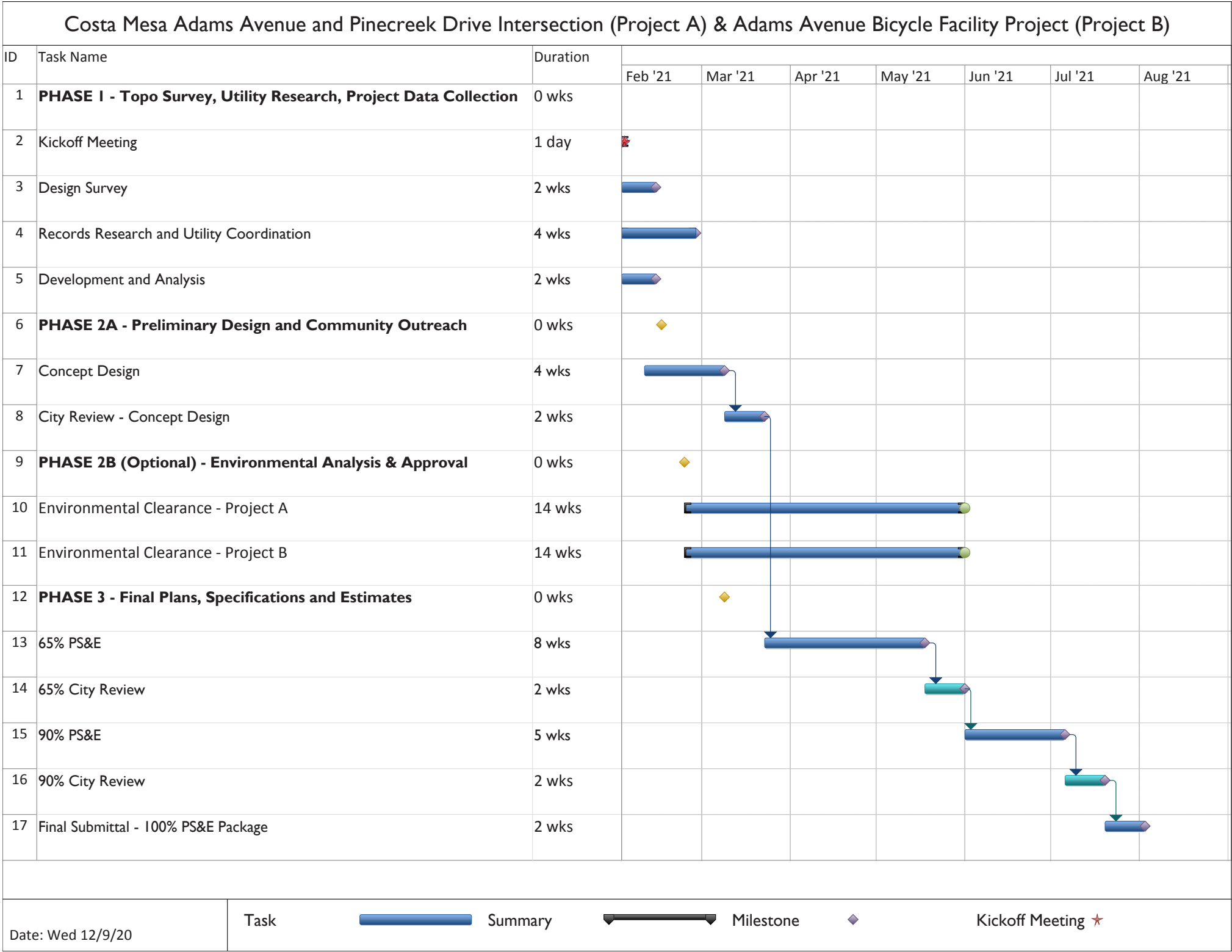
QUALITY CONTROL AND QUALITY ASSURANCE

To ensure that we produce a well-engineered PS&E package with a minimal number of construction contract change orders, KOA implements a robust QA/QC process that is followed from the beginning to the end of the project. The QA/QC plan includes a number of steps, including: (1) Holding design meetings with the City's PM, senior civil engineers and public services/transportation management staff at key phases in the project design/approval; (2) Obtaining comments and input from the City; and (3) Conducting internal plancheck and QA/QC with KOA's engineering and construction management staff. This includes tracked color-coded review comments coordinated in Revu Bluebeam® sessions, completion of review checklists, and independent peer review from senior staff to ensure the feasibility and constructability of the project design.

KOA's constructability reviews also allow us to: (1) amplify the odds of being able to identify and anticipate any potential construction problems or conflicts; (2) develop better design alternatives early on in the design phase, and continually throughout the PS&E delivery stages; and (3) provide the City with adequate estimates, quantity takeoffs, and pavement cross sections if needed beyond the typical pavement structural sections provided to us by the City.

SECTION 3 | SCHEDULE

Below is KOA's proposed schedule for the projects, to be performed in tandem.



SECTION 4 | PROJECT ORGANIZATION AND STAFFING

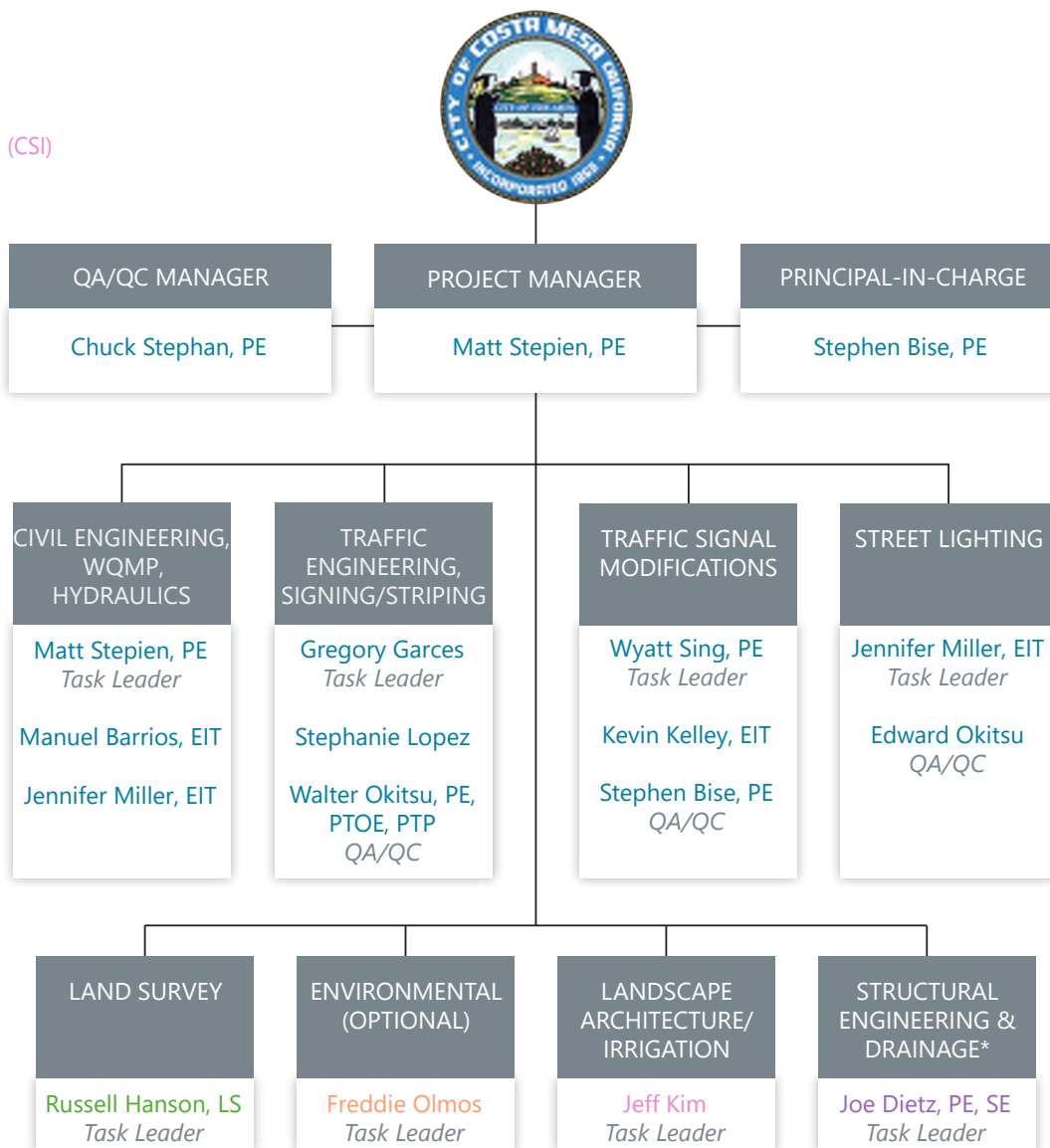
ORGANIZATIONAL CHART/STAFFING PLAN

The organizational chart below is a graphic representation of our staffing plan for this project. Matt Stepien, PE will manage the KOA team and serve as the day-to-day contact with the City of Costa Mesa. Be assured that Matt is available and committed to the successful completion of this project. Resumes identifying each personnel's experience on recent similar projects are provided in the Appendices of this proposal.

LEGEND:

- KOA
- Huitt-Zollars
- Cornerstone Studios, Inc. (CSI)
- ECORP Consulting, Inc.
- DSC

**Project A Only*



PROJECT OFFICE LOCATION

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

PROJECT MANAGER

Matt Stepien, PE
(714) 923-6270
mstepien@koacorp.com

PERSON AUTHORIZED TO NEGOTIATE

Stephen Bise, PE
Principal-in-Charge
(714) 923-6273
sbise@koacorp.com

SECTION 4 | PROJECT ORGANIZATION AND STAFFING

SUBCONSULTANTS

	Responsibility & Contact	Subconsultant Qualifications
Huitt-Zollars (HZ)	<p>Land Survey Services</p> <p>Russell Hanson (714) 231-6377 rhanson@huitt-zollars.com</p> <p>DIR #1000036028</p>	<p>HZ is a full-service civil engineering firm with strong surveying capabilities in Southern California. They have local offices in Irvine, Ontario, and Thousand Oaks. HZ offers a complete range of land surveying services to support all types of clients and projects, ranging from on-call surveying contracts with city, county, and state governmental agencies to design survey for civil engineers. With HZ's experienced group of professional land surveyors, multiple field crews, office survey technicians, and state-of-the-art surveying and mapping equipment, they are able to provide clients with well-coordinated, cost-effective surveys and related documentation in a timely and efficient manner.</p>
Cornerstone Studios, Inc. (CSI)	<p>Landscape Architecture/ Irrigation Services</p> <p>WooJung (Jeff) Kim (714) 973-2200 x104 jeff@csstudios.com</p> <p>DBE/UDBE #12970 MBE SBE CBE</p>	<p>CSI, a California corporation established in 1998, specializes in landscape architecture, park planning, urban design, and resource analysis. It is a professional services firm whose projects encompass a wide range of the built environment, with emphasis on park and recreation areas, transportation facilities, and streetscapes. CSI has provided landscape architectural services for and closely coordinated with various agencies for the following transportation projects: Bristol Street Median; Daisy 9-mile Bike Boulevard; Adams Avenue Improvement; Orange County Streetcar; Randolph Avenue; and Century Boulevard Improvement.</p>
ECORP Consulting, Inc. (ECORP)	<p>Environmental Services</p> <p>Jesus "Freddie" Olmos (909) 307-0046 folmos@ecorpconsulting.com</p> <p>DIR #1000012875 Small Business-Public Works (SB-PW) Federal Small Business</p>	<p>Established in 1987, ECORP is a California "S" Corporation that specializes in assisting with a wide range of environmental services including technical expertise in land use planning; biological, cultural, and water resources; and regulatory compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). ECORP is experienced in the preparation of Preliminary Environmental Study (PES) forms for projects per Caltrans' Local Assistance Procedures Manual (LAPM). ECORP staff have prepared Categorical Exclusions/Exemptions (CE/CEs), Environmental Assessments (EA), joint Initial Study/Environmental Assessments (IS/EAs) and Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSI)s for a series of projects with Caltrans involvement.</p>
Dietz Structural & Civil Engineering, Inc. (DSC Engineering)	<p>Joe Dietz, PE, SE (949) 305-9070 joe.dietz@dscengineering.net</p> <p>DIR #1000055507 CA SBE</p>	<p>Dietz Structural & Civil Engineering, Inc. (DSC Engineering) is a California Small Business Corporation formed in February 2017 in Laguna Hills. DSC Engineering takes pride in the low rate of change orders associated with its projects, both in design and in construction. This is accomplished through well thought-out design, knowledge of construction methods and materials, and oversight throughout the design process. DSC Engineering has provided structural engineering services for a wide variety of infrastructure projects including retaining walls, concrete structures, and sign relocations as part of street widening projects.</p>

SECTION 5 | WORK HISTORY

CITY OF COSTA MESA ADAMS AVENUE IMPROVEMENT PROJECT

COSTA MESA, CA

KOA | 06/2019-Ongoing | Project Cost: \$320,000

KOA is providing plans, specifications, and cost estimates (PS&E) to construct a landscaped median and a multi-use separated bike and pedestrian facility between the Santa Ana River and Harbor Boulevard. Team firms are providing surveys, geotechnical engineering, and landscape architecture. Project elements include pavement and parkway rehabilitation, PCC improvements, landscape/irrigation, street lighting, storm drain facilities, utility coordination, ADA compliance, fire hydrant relocation, traffic signal modifications, water quality control, and active transportation.

REFERENCE - City of Costa Mesa, Kelly Dalton, (714) 754-5275, kelly.dalton@costamesaca.gov



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

COSTA MESA, CA

KOA | 07/2015-10/2019 | Project Cost: \$213,250

The City is using federal ATP grant funding to improve its bicycle connectivity with new facilities along a segment of 19th Street, to the Santa Ana River Banning Channel Bikeway. Multi-jurisdiction coordination is required to implement multiple classes of trail and bike lanes. KOA is providing "turn-key" project design services, which includes preliminary engineering and alternatives analysis; construction-ready bid documents with complete PS&E; and the completion of required federal forms.

REFERENCE - City of Costa Mesa, Jennifer Rosales, (714) 754-5180, jennifer.rosales@costamesaca.gov



CITY OF COSTA MESA BRISTOL STREET IMPROVEMENT PROJECT

COSTA MESA, CA

KOA | 2014 | Project Cost: \$33,690

This project sought to alleviate traffic congestion and increase safety by widening the intersection to accommodate additional turn lanes and other improvements. As a subconsultant, KOA provided traffic analysis and traffic engineering services. We designed new traffic signals 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. Prior to joining KOA, Matt Stepien was the project manager on behalf of the prime consultant.

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



SECTION 5 | WORK HISTORY

CITY OF COSTA MESA RANDOLPH AVENUE IMPROVEMENTS PS&E

COSTA MESA, CA

KOA | 2020-Ongoing | Project Cost: \$43,540

KOA is developing complete plans, specifications, and estimates (PS&E) for traffic calming improvements on Randolph Avenue and St. Clair Street, between Bristol Street and Baker Street. Our design work includes parallel and angled/diagonal on-street parking, a single-lane roundabout with a central island and raised splitter islands, crosswalks, ADA/pedestrian curb ramps, a street lighting plan, rectangular rapid-flashing beacons (RRFB), speed humps/cushions, and minor traffic signal modifications.

REFERENCE - City of Costa Mesa, Jennifer Rosales, (714) 754-5180, jennifer.rosales@costamesaca.gov



CITY OF CARSON BIKE LANES PS&E

CARSON, CA

KOA | 2020 | Project Cost: \$149,285

KOA provided the City of Carson with professional traffic engineering services to design bike lanes along nine corridors within the City. These services consisted of two separate projects performed in tandem. KOA's work included the preparation of plans, specifications, and estimates (PS&E) for Class II bike lanes and Class IV bikeway improvements. In total, KOA designed approximately 32 miles of new bike facilities. KOA also performed traffic analyses for some corridor segments to determine the impacts of proposed road diets at select signalized intersections. Each project was federally funded through the Highway Safety Improvement Program (HSIP) for both design and construction.

REFERENCE - City of Carson, Reata Kulcsar, Civil Engineering Assistant, (310) 952-1700, ext. 1312, RKulcsar@carson.ca.us



CITY OF SANTA MONICA STEWART & PENNSYLVANIA IMPROVEMENT PROJECT

SANTA MONICA, CA

KOA | 2017-Ongoing | Project Cost: \$296,748

KOA is providing engineering design services to improve multi-modal connectivity to the new 26th Street/Bergamot Expo light rail station by resolving deficiencies, enhancing mobility, providing first-last mile access, and improving traffic patterns. The improvements consist of protected bikeways, intersection realignment, ADA accessibility, pedestrian and bicycle amenities, and pedestrian lighting. KOA has assisted with public outreach workshops to gather feedback. KOA has produced complete PS&E and is on-call during construction. KOA has provided funding management to obtain Caltrans Authorization for Construction.

REFERENCE - City of Santa Monica, Joseph SanClemente, PE, AICP, Principal Transportation Planner, (310) 458-2204, joseph.sanclemente@smgov.net



SECTION 5 | WORK HISTORY

CITY OF CLAREMONT FOOTHILL BOULEVARD MASTER PLAN IMPLEMENTATION

CLAREMONT, CA

KOA | 2016-2020 | Project Cost: \$1,800,000

KOA prepared PS&E to implement a 2-mile project. The team conducted a traffic impact study, geotechnical investigation, and hydrology study to develop concept plans. The preferred design included roadway improvements, bio-retention planters, drywells, new storm drains, bicycle lanes, bulb-outs, landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA provided construction management and inspection services. [This project won the American Public Works Association \(APWA\) 2020 BEST Award for Storm Water Quality.](#)

REFERENCE - City of Claremont, Vincent Ramos, Assistant Engineer, (909) 399-5395, vramos@ci.claremont.ca.us



CITY OF PLACENTIA CITYWIDE CYCLE 9 HSIP IMPROVEMENTS

PLACENTIA, CA

KOA | 2019-Ongoing | Project Cost: \$137,445

KOA provided professional civil/traffic engineering services for the Citywide Cycle 9 HSIP Project (H9-12-010). It includes the preparation of PS&E for intersection improvements at five signalized intersections; funding administration; and construction support. The improvements incorporate left turn phasing and some traffic signal hardware upgrades. Some improvements include eliminating the free right-turn and installing a right-turn overlap phase to decrease added delay and improve safety for pedestrians/cyclists. KOA helped obtain the E76 for Preliminary Engineering and Construction.

REFERENCE - City of Placentia, Masoud Sepahi, (714) 993-8148, msepahi@placentia.org



HSIP-RELATED PROJECTS

- City of South Pasadena HSIP Cycle 7 Application
- City of San Bernardino HSIP Cycle 9 Advanced Dilemma Zone Detection Project
- City of South Pasadena Engineering Design Services for In Roadway Warning Light Systems At Mission Street & Diamond Avenue, Mission Street & Fairview Avenue, And Fremont Avenue & Lyndon Street HSIP Flashing Crosswalk Design
- City of South Pasadena Citywide HSIP Signal Systems Inventory And Recommendations

ATP-RELATED PROJECTS

- City of Irvine Strategic Active Transportation Plan
- City of Barstow Active Transportation Program Funding
- City of Colton Active Transportation Plan
- County of Imperial Active Transportation Plan
- CVAG Cathedral City Active Transportation Project
- SCAG City of Montclair Active Transportation Plan
- City of Ontario Active Transportation Master Plan
- SCAG Morongo Basin Active Transportation Plan
- City of Highland Federal-Funded ATP Highland-Redlands Connector Bicycle & Pedestrian Improvements
- City of Rialto Federal Funded ATP Etiwanda Corridor Improvements

SECTION 6 | PROFESSIONAL SERVICES AGREEMENT (PSA) & REQUIRED STATEMENTS

PROFESSIONAL SERVICES AGREEMENT

If allowed by the City, KOA requests that the following changes be made to the City of Costa Mesa's Professional Services Agreement sample. We do not request any changes to the federal sample contract. Please note that requested omissions are in red strikeout. Additions are shown in blue underline.

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~~ of indemnification 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.

CONFLICT OF INTEREST STATEMENT

KOA is currently providing services to the City of Costa Mesa for several projects that primarily consist of traffic and civil engineering and construction management. To the best of our knowledge, neither KOA or its subconsultant firms have any current clients who may have a financial interest in the outcome of this contract or the resulting construction project(s). We also do not maintain financial interest or relationships with any construction companies that might submit a bid on the construction project(s).

LITIGATION

KOA has no past or pending litigation, or claims filed against our firm, principals of the firm, or each of our key consultants, related to services performed for public agencies, or in actions that may affect our performance under a contract with the City.

CONTRACT AGREEMENT (ADDITIONAL REQUIREMENTS)

KOA affirms that the terms of this proposal shall remain in effect for 90 days after its date of submittal.

FINANCIAL RESPONSIBILITY

KOA affirms that it and its subconsultant firms have adequate financial management and accounting systems, in accordance with 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31 and Chapter 10 of the LAPM. KOA utilizes Deltek Vision accounting software. This provides real-time project budgets, expenses, reimbursable items, hours spent, and remaining funds for each project task. We closely monitor the financial status of the project to make sure we are on budget. These tools allow us to maintain momentum on project and minimize unwarranted delays and contract amendments.

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

LAPM EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

Exhibit 10-O1 has been included subsequently.

LAPM EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit 10-Q has been included subsequently for KOA and each proposed subconsultant.

VENDOR APPLICATION FORM

KOA's vendor application for this project has been included subsequently.

COMPANY PROFILE & REFERENCES

KOA's Company Profile & References form has been included subsequently.

EX PARTE COMMUNICATIONS CERTIFICATE

KOA's Ex Parte Communications Certification form has been included subsequently.

DISCLOSURE OF GOVERNMENT POSITIONS

KOA's Disclosure of Government Positions has been included subsequently.

DISQUALIFICATIONS QUESTIONNAIRE

KOA's Disqualification Questionnaire has been included subsequently.

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

KOA's Bidder/Applicant/Contractor Campaign Contribution form has been included subsequently.

ADDENDUM

KOA has received Addendum No. 1, the Answers to Questions, and the associated attachments.

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 5%
3. Project Description: Engineering Design Services for Adams Ave and Pinecreek Dr & Adams Ave Bike Facility
4. Project Location: Costa Mesa, CA
5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Landscape Architecture	12970	Cornerstone Studios, Inc. 951 E Santa Ana Blvd. Santa Ana, CA 92701 WooJung (Jeff) Kim, Principal (714) 973-2200 x104 jeff@csstudios.com	Proj. A: 9% Proj. B: 8.5%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION Proj. A: 9% Proj. B: 8.5% IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature Min Zhou, PE 14. Preparer's Name CEO 16. Preparer's Title _____ 13. Date (323) 260-4703 15. Phone	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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LPP 18-01

Page 1 of 2
January 2019

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

N/A

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence was placed by the filer above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Federal Use Only:		Signature: <u>Min Zhou</u> Print Name: <u>Min Zhou, PE</u> Title: <u>CEO</u> Telephone No.: <u>(323) 260-4703</u> Date: <u>12/09/2020</u> Authorized for Local Reproduction Standard Form - L.L.L.

Standard Form L.L.L. Rev. 04-28-06

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LPP 13-01

Page 1
May 8, 2013

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS


Local Assistance Procedures Manual

Not Applicable

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: Russell Hanson Title: survey manager Telephone No.: 949-988-5815 Date: 12/8/2020		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL, Rev. 04-28-06

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LPP 13-01

Page 1
May 8, 2013

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS


Cornerstone Studios does not have any lobbying activities to disclose

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: Jeff Woo Kim Title: Principal Telephone No.: 714-973-2200 Date: 11/30/2020		Authorized for Local Reproduction Standard Form - L.L.L.

Standard Form L.L.L. Rev. 04-28-06

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LPP 13-01

Page 1
May 8, 2013

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: KOA, 2141 W Orangewood, Orange, CA 92668 Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: _____ (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Brant Brechbiel</u> Print Name: <u>Brant Brechbiel</u> Title: <u>Vice President/Chief Contracting Officer</u> Telephone No.: <u>(714) 648-0630</u> Date: <u>11/23/2020</u>		
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Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01

Page 1
May 8, 2013


APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: KOA 2412 W Orangewood, Orange, CA 92668 Congressional District, if known _____	
6. Federal Department/Agency: Caltrans Local Assistance	7. Federal Program Name/Description: CFDA Number, if applicable: N/A	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) None	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) None	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify: None	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: None (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: Joseph E. Dietz Title: President Telephone No.: 949-305-9070 Date: 12/3/2020		Authorized for Local Reproduction Standard Form - L.L.L.

Standard Form L.L.L. Rev. 04-28-06

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LPP 13-01

Page 1
May 8, 2013

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS



VENDOR APPLICATION FORM FOR RFP No. 202011 for Costa Mesa

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: KOA Corporation

Contact Person for Agreement: Stephen Bise

Corporate Mailing Address: 1100 Corporate Center Drive, Suite 201

City, State and Zip Code: Monterey Park, CA 91754

E-Mail Address: sbise@koacorp.com

Phone: (714) 573-0317 Fax: (714) 573-9534

Contact Person for Proposals: Matt Stepien

Title: Project Manager | Senior Engineer E-Mail Address: mstepien@koacorp.com

Business Telephone: (714) 573-0317 Business Fax: (714) 573-9534

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

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

ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
("PROJECT A") AND ADAMS AVENUE BICYCLE FACILITY PROJECT ("PROJECT B")
CITY OF COSTA MESA

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Names & Titles of Corporate Board Members

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

Names	Title	Phone
See above		

Federal Tax Identification Number: 95-4515908

City of Costa Mesa Business License Number: We will obtain upon award of contract

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

City of Costa Mesa Business License Expiration Date: N/A

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

COMPANY PROFILE & REFERENCES

Company Legal Name: KOA Corporation

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

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

Website Address: www.koacorporation.com

Telephone Number: (323) 260-4703

Facsimile Number: (323) 260-4705

Email Address: mstepien@koacorp.com

Length of time the firm has been in business: 33 years

Length of time at current location: Orange: 26 years

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

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

Federal Taxpayer ID Number: 95-4515908

Regular Business Hours: 9am-5pm

Regular holidays and hours when business is closed: Closed on weekends and federal holidays

Contact person in reference to this solicitation: Matt Stepien

Telephone Number: (714) 573-0317

Facsimile Number: (714) 573-9534

Email Address: mstepien@koacorp.com

Contact person for accounts payable: Juan Gutierrez

Telephone Number: (323) 260-4703

Facsimile Number: (323) 260-4705

Email Address: jgutierrez@koacorp.com

Name of Project Manager: Matt Stepien

Telephone Number: (714) 573-0317

Facsimile Number: (714) 573-9534

Email Address: mstepien@koacorp.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Claremont

Contact Name: Vincent Ramos

Contract Amount: \$1,800,000

Email: vramos@ci.claremont.ca.us | (909) 399-5395

Address: 207 Harvard Avenue, Claremont, CA 91711

Brief Contract Description: KOA and its team conducted applicable feasibility analyses, created alternatives, developed PS&E, and provided construction management and inspection services to implement improvements on Foothill Blvd.

Company Name: City of Carson

Telephone Number: (310) 952-1700, ext. 1312

Contact Name: Reata Kulcsar

Contract Amount: \$149,285

Email: RKulcsar@carson.ca.us

Address: 701 E Carson Street, Carson, CA 90745

Brief Contract Description: KOA designed Class II and Class IV bikeway improvements on nine corridors, under two contracts conducted in tandem. We provided feasibility analyses and prepared PS&E. The projects were funded through HSIP.

Company Name: City of Placentia

Telephone Number: (714) 993-8148

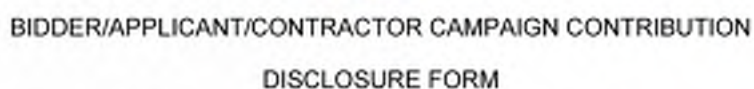
Contact Name: Masoud Sepahi

Contract Amount: \$137,445

Email: msepahi@placentia.org

Address: 401 E. Chapman Ave., Placentia, CA 92870

Brief Contract Description: KOA is preparing PS&E for intersection improvements at multiple locations. We are managing the funding and are providing construction support. Pedestrian and bicyclist safety improvements are part of the design consideration.



N/A

[illegible]

Date _____

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 202011** **FOR** Costa Mesa at any time after **November 09, 2020**.

Min Zhou
Signature

Date: 12/09/2020

Min Zhou
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____** **FOR** _____. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE



DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No ☒

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

Large empty space for handwritten explanation of circumstances.

APPENDICES | RESUMES

MATT STEPIEN, PE

PROJECT MANAGER | SENIOR ENGINEER

KOA

Matt Stepien, PE, has 30 years of civil engineering experience with an emphasis on the design and management of municipal roadway, utility, and active transportation improvement projects. His services involve preliminary to final design, master planning studies, PS&E, and quality control. His recent project experience includes the planning and design of active transportation and Safe Routes to School projects for the cities of Long Beach, Costa Mesa, Santa Ana, Laguna Beach, Anaheim, Santa Fe Springs, Downey, Seal Beach, and Santa Monica. He has also recently been Project Manager for design projects for the Orange County Transportation Authority (OCTA) and LACMTA. 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.

RELEVANT EXPERIENCE

City of Costa Mesa Adams Avenue Improvement Project

Project Manager. KOA is adding protected bike lanes and missing sidewalk for a 1.5 mile length of Adams Street in Costa Mesa. Several public outreach meetings were held to develop a preferred layout for the sidewalk and bike lanes. The project includes the narrowing of the roadway portion of the street, pavement rehabilitation, traffic signal modifications, the addition of medians, landscaping and traffic control.

City of Santa Ana Bush Street Bicycle Boulevard

QA/QC Manager. KOA designed bicycle improvements, pedestrian upgrades and roundabouts for seven consecutive intersections along Bush Boulevard. In addition to allowing for bicycles, the project entailed the design of the curb ramps at all quadrants of the intersection, including numerous bulbouts.

City of Long Beach Market Street Pedestrian and Bicycle Enhancements Project*

Project Manager. Performed engineering and design services for a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulb-outs, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, and miscellaneous sustainable design features for improved mobility and safety.

**Previous work experience*



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #35500

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Planning Association

American Public Works Association

APPENDICES | RESUMES

CHUCK STEPHAN, PE

QA/QC MANAGER | PRINCIPAL

KOA

Chuck Stephan has 38 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects in both the civil and construction management disciplines. Chuck specializes in project management, civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements. He has provided staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills. He has experience in managing various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

- City of Claremont Foothill Boulevard Master Plan Implementation
- City of La Habra Lambert Road Rehabilitation Project
- City of Signal Hill Cherry Avenue Improvement Project



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #50481

STEPHEN BISE, PE

PRINCIPAL-IN-CHARGE | SENIOR ENGINEER

KOA

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/stripping, 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.

RELEVANT EXPERIENCE

- City of Carson Bike Lanes PS&E
- City of Santa Monica Stewart & Pennsylvania Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Claremont Foothill Boulevard Master Plan Implementation
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements
- City of Long Beach Delta Avenue Bicycle Boulevard



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE),
Civil, CA #76775

APPENDICES | RESUMES

GREGORY GARCES

TRAFFIC ENGINEERING SIGNING/STRIPING TASK LEADER | SENIOR DESIGNER

KOA

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, traffic operations and safety analyses, signing and striping design, transportation studies, signal design, work zone/traffic control plans, and applying the principles of the CAMUTCD, APWA and Caltrans HDM to deliver PS&E projects. His project experience includes a variety of Active Transportation Plan (ATP), Safe Routes to School (SRTS), Highway Safety Improvement Program (HSIP) and local capital improvement projects all across Southern California. He has extensive experience working with CADD environments and traffic engineering software such as AutoCAD, Microstation, HCS and Synchro/SimTraffic. Before joining KOA, Greg was a lead project engineer with Minagar & Associates, Inc.

RELEVANT EXPERIENCE

- City of Costa Mesa Randolph Avenue Improvements PS&E
- Metropolitan Water District, City of Costa Mesa, Caltrans District 12 Bristol Street Temporary Signing/Striping and Traffic Control Plans (Sunflower to South City Limits)
- City of Long Beach Anaheim Street Improvements PS&E, Long Beach, CA
- City of Laguna Beach PCH Traffic Improvements PS&E Project



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

WYATT SING, PE

TRAFFIC SIGNAL MODIFICATIONS TASK LEADER | SENIOR ASSOCIATE

KOA

Wyatt Sing is a versatile engineer based in KOA's Orange office. He has experience with traffic engineering and neighborhood traffic calming design, signing and 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.

RELEVANT EXPERIENCE

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



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE), Civil, CA #90821

APPENDICES | RESUMES

JENNIFER MILLER, EIT

STREET LIGHTING TASK LEADER | ASSOCIATE ENGINEER

KOA

Jennifer Miller has worked on a number of civil and traffic engineering projects including roadway improvements, pedestrian improvements, signing and striping, and drainage modifications. Her experience includes the use of design programs such as AutoCAD, Civil 3-D, Microstation, ArcGIS, and working knowledge in Primavera P6. From her time working with the City of San Diego, she has been involved in projects such as El Cajon Boulevard and 59th Street Curb Ramps, La Jolla Mesa Drive Sidewalk, and Jamacha Road Storm Drain. Jennifer has been the transportation lead on her senior design project, Glorietta Boulevard and Pomona Avenue Roundabout. She was in charge of the geometric road design and CAD work. Jennifer has assisted with crash data diagrams, the conceptual design of Big Bear Moonridge Road Design, vehicle turn path diagrams, and project material checks.

RELEVANT EXPERIENCE

- City of Costa Mesa Adams Avenue Improvement Project
- City of Santa Monica Stewart & Pennsylvania Improvement Project
- City of Costa Mesa Randolph Avenue Improvements PS&E
- LACDPW Rowland Heights Rehabilitation
- City of Long Beach Orange & Hellman Traffic Circle PS&E
- City of Anaheim Katella Avenue Widening Project



EDUCATION

BS, Civil Engineering, San Diego State University, San Diego, CA

REGISTRATIONS

Engineer-in-Training (Civil), CA #1644

WALTER OKITSU, PE, PTOE, PTP

TRAFFIC ENGINEERING, SIGNING/STRIPING QA/QC REVIEWER |
PRINCIPAL

KOA

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

RELEVANT EXPERIENCE

- City of Santa Monica Pico Boulevard Pedestrian Safety Improvement Project
- City of Redondo Beach Traffic Engineering Improvements
- City of Long Beach Broadway & Third Street Protected Bicycle Lanes Feasibility Study & Design
- City of Los Angeles LA River Greenway Segments 1 & 2 Implementation
- City of Temple City Rosemead Boulevard Safety Enhancements Design/Study
- City of Santa Monica Cycle Track Street Improvements on Michigan Avenue from Lincoln Boulevard to 7th Street
- City of Wildomar Grand Avenue Bike Improvements & Multi-Purpose Trail Improvements Projects & ATP Cycle 3 Grant Application
- City of Escondido Escondido Creek Bikeway Missing Link Project



EDUCATION

BS, Civil Engineering, California State University, Los Angeles, CA
MS, Transportation Engineering, UC Berkeley, CA
BS, Math-Computer Science, UCLA, CA

REGISTRATIONS

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

APPENDICES | RESUMES

EDWARD OKITSU

STREET LIGHTING QA/QC REVIEWER | SENIOR DESIGNER

KOA

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

RELEVANT EXPERIENCE

- City of San Bernardino Broadmoor Blvd Street Lighting Analysis and Design
- City of Costa Mesa Randolph Avenue Improvements PS&E
- City of Whittier Street Light Conversion PS&E
- City of South Pasadena HSIP and SSARP Grant Applications
- City of South Gate Street Lighting Master Plan
- City of Los Angeles LA River Greenway Segments 1 & 2 Implementation
- Los Angeles Mission College Signing & Striping and Street Lighting Design Services
- City of Temple City Rosemead Boulevard Safety Enhancements Design/ Study
- City of Whittier Oak Station Trailhead PS&E



EDUCATION

ITS Extension, Street Lighting, Institute of Transportation Studies, University of California, Berkeley, CA
AA, Dental Technology, Los Angeles City College, Los Angeles, CA

MANUEL BARRIOS, EIT

CIVIL ENGINEERING, WQMP, HYDRAULICS ENGINEER | SENIOR ASSOCIATE ENGINEER

KOA

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 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 Ana Bush Street Bicycle Boulevard
- City of Costa Mesa Adams Avenue Improvement Project
- City of Santa Monica Safe Routes to Schools (SRTS) Pedestrian Improvements at Four Schools*
- City of el Segundo Richmond Street Arterial Improvements*

*Previous work experience



EDUCATION

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

APPENDICES | RESUMES

STEPHANIE LOPEZ

TRAFFIC ENGINEERING, SIGING/STRIPING ENGINEER | ASSOCIATE ENGINEER

KOA

Stephanie Lopez is an enthusiastic Associate Engineer at KOA focused on traffic engineering projects. Her responsibilities include agency coordination, traffic and civil design, signing and striping plans, traffic control plans, cost estimation, and fieldwork for utility research. Her specific work experience includes intersection design, simulation studies, and cost estimates for various southern California agencies. Stephanie is dedicated in learning the ever-changing industry standards and enjoys her work in developing a safe environment for walking and biking.

RELEVANT EXPERIENCE

- City of Orange Traffic Signal Upgrades Citywide, HSIP Cycle 6 & 8
- Los Angeles County Firestone Blue Line Traffic Signal and Signing/Striping Design
- City of Anaheim Katella Avenue Widening Project
- City of Inglewood Multi-Corridor TSSP



EDUCATION

BS, Civil Engineering, California State University, Fullerton, State

KEVIN KELLEY, EIT

TRAFFIC SIGNAL MODIFICATIONS ENGINEER | ASSOCIATE ENGINEER

KOA

Kevin Kelley is an Associate Engineer with KOA who graduated in June of 2017. While working with KOA, he has been involved with the Signal Synchronization project process. He has established existing conditions of a network through data collection and field inventory. He has completed field work and field inventory of intersections and their respective cabinets. Kevin has worked on producing Traffic Signal Modification Plans, Signing and Striping plans, Interconnect plans and Traffic Control Plans, Street Rehabilitation and Waterline improvement plans. He has utilized Tru-Traffic and completed Tru-Traffic Runs in before and after studies. Kevin has worked on creating Synchro networks and optimizing timing.

RELEVANT EXPERIENCE

- City of Long Beach Anaheim Street Corridor Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Carson Bike Lanes PS&E
- City of Inglewood Multi-Corridor TSSP
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements



EDUCATION

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

REGISTRATIONS

Engineer-in-Training (Civil), CA #160650

APPENDICES | RESUMES

RUSSELL HANSON, PLS, GISP

LAND SURVEY TASK LEADER | ASSOCIATE

Subconsultant - Huitt-Zollars

Russell Hanson has 22 years of experience in the preparation of Tract Maps, Parcel Maps, Records of Survey, Right-of-Way maps, Legal Descriptions, ALTA Surveys and Lot Line Adjustments. He has been involved in numerous rehabilitation projects for streets and intersections using conventional survey, GPS survey and scanning. Russell coordinates field crews, processing field work and delivers final CAD product and has extensive survey experience in Southern California.

RELEVANT EXPERIENCE

- City of Long Beach Division Street Survey
- City of La Habra Imperial Highway and Del Sur Avenue Survey
- City of El Monte Mountain View Road Survey
- City of Alhambra Alley Topographical Survey
- City of Long Beach Atlantic Avenue Survey



EDUCATION

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

REGISTRATIONS

Professional Land Surveyor (PLS), CA #8873

Geographic Information System Professional (GISP), CA #64594

JEFF WOJUNG KIM, PLA, ASLA

LANDSCAPE ARCHITECTURE/IRRIGATION TASK LEADER | CSI
PROJECT MANAGER

Subconsultant - CSI

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

RELEVANT EXPERIENCE

- City of Costa Mesa Bristol Street Median Landscape Architecture Services
- City of Costa Mesa Adams Avenue Improvement Project Landscape Architecture Services (KOA is the prime consultant)
- City of Costa Mesa Randolph Avenue Improvements PS&E Landscape Architecture Services (KOA is the prime consultant)
- City of Inglewood Century Boulevard
- City of Long Beach Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design Landscape Architecture Services (KOA is the prime consultant)
- OCTA OC Streetcar Project Landscape Architecture Services in Santa Ana



EDUCATION

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

REGISTRATIONS

Professional Landscape Architect (PLA), CA #6082

American Society of Landscape Architects (ASLA)

APPENDICES | RESUMES

JESUS "FREDDIE" OLMOS

ENVIRONMENTAL TASK LEADER | GROUP MANAGER-CEQA

Subconsultant - ECORP

Freddie Olmos' professional experience involves CEQA and NEPA analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MND), EIRs, Environmental Impact Statements, Environmental Assessments, and Findings of No Significant Impact, including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects. Freddie is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

RELEVANT EXPERIENCE

- City of Costa Mesa Bristol Street Improvement Project Environmental Services
- City of Costa Mesa CEQA Compliance for Lions Park Improvements
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements
- City of Highland CEQA Documents with Supporting Technical Assessments for the City Creek and Alabama Street Bikeways Project



EDUCATION

BA, Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine, CA

REGISTRATIONS

Caltrans Environmental Compliance Training Course for Local Agency Partners and Consultants – Categorical Exemptions and Categorical Exclusions, Caltrans

JOE DIETZ, PE, SE

STRUCTURAL ENGINEERING & DRAINAGE TASK LEADER | SENIOR ENGINEER

Subconsultant - DSC Engineering

Joe Dietz has well rounded experience in civil and structural engineering stemming from his involvement in a variety of commercial, educational and federal projects. His experience includes work on both public and private jobs of varying sizes and construction material types. Joe has extensive working knowledge of the California Building Code (CBC) and its application to civil and structural engineering projects. Joe's structural engineering experience includes structural retrofits of substandard structures, analysis of existing structures and the design of new structures. Joe has also worked on several Department of State Architect (DSA) projects on community college campuses.

RELEVANT EXPERIENCE

- City of Anaheim Lincoln Avenue Sign Relocations
- City of Huntington Beach Edinger Avenue Sign Relocations
- City of Anaheim Katella Widening
- City of Santa Fe Springs Santa Fe Springs Town Center
- Los Angeles Pierce College Project



EDUCATION

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

REGISTRATIONS

Professional Engineer (PE), Civil, CA #67032
Structural Engineer (SE), CA #5251

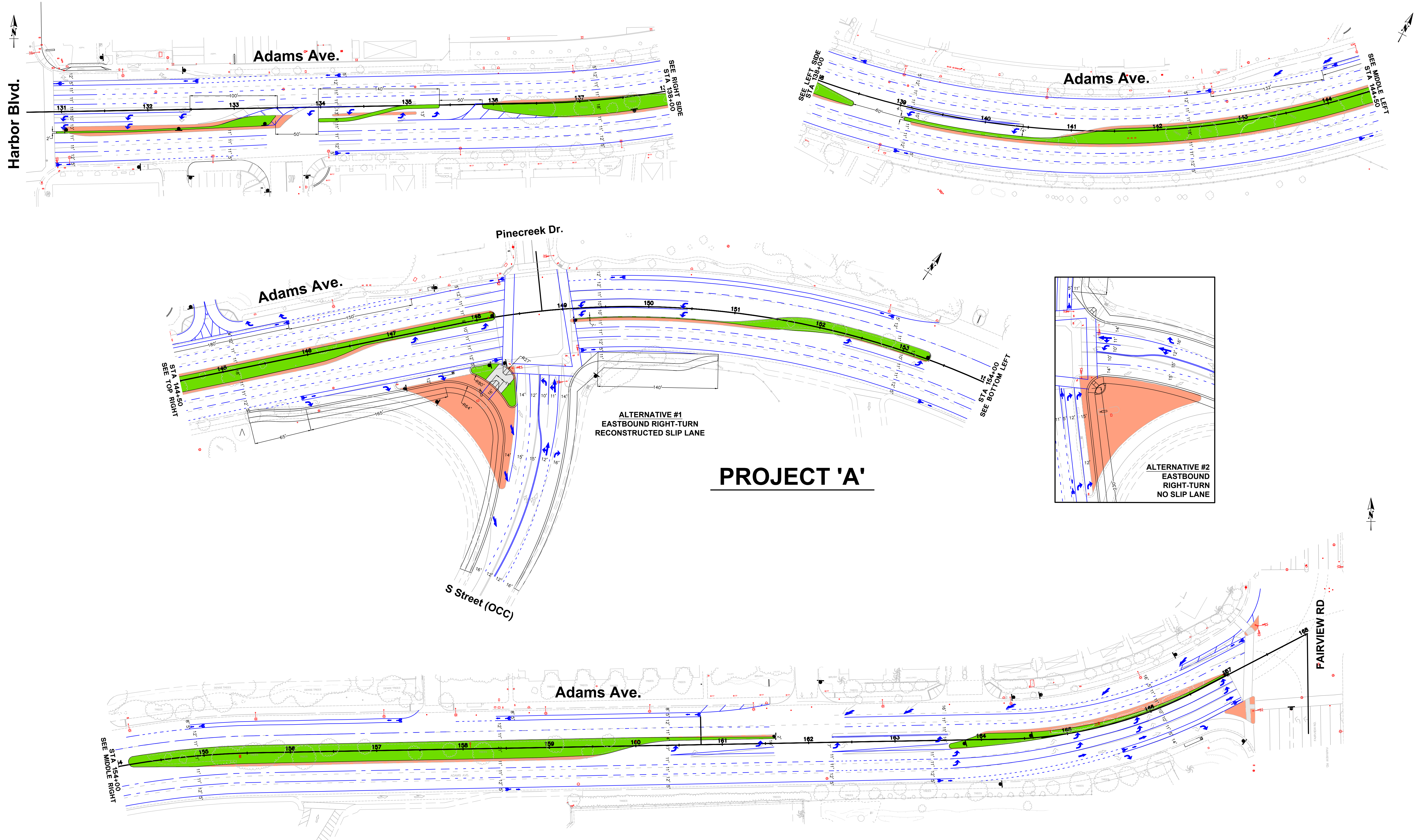


EXHIBIT 2

LOS ANGELES | CORPORATE OFFICE

1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703

ORANGE COUNTY OFFICE

2141 W. Orangewood Avenue
Orange, CA 92868
(714) 573-0317

INLAND EMPIRE OFFICE

3190 Shelby Street, Bldg C.
Ontario, CA 91764
(909) 890-9693

SAN DIEGO OFFICE

5095 Murphy Canyon Road, Suite 330
San Diego, CA 92123
(619) 683-2933

COACHELLA VALLEY OFFICE

78-405 Via Caliente
La Quinta, CA 92253
(760) 694-1716

WEST LOS ANGELES OFFICE

300 Corporate Pointe, Suite 470
Culver City, CA 90230
(310) 473-6508



EXHIBIT B
FEE SCHEDULE

FEE PROPOSAL

City of Costa Mesa - Project 'B' Adams Bicycle Facility Project

TASKS	PIC QA/QC \$210	Project Manager \$210	Sr Assoc Engineer \$150	Senior Designer \$125	Associate Engineer \$110	Survey Huitt Zollars	Landscape Cornerstone	Environmental ECORP	TOTAL COST
Phase 1 - Topo Survey, Utility Research, Data Collection									
Kickoff and Status Meetings (concurrent w/ Proj B)		20	4	8	6				\$6,460
Research and Review			2	2	4				\$990
R/W Analysis		2	4						\$1,020
Legals and Plats (1) (Project A only)									\$0
Utility Research			2		6				\$960
Potholing (see optional)									\$0
Topo Survey		2	4			\$9,860			\$10,880
Phase 2A - Prelim Design and Community Outreach									
Concept Design		4	8	16	16		\$1,500		\$7,300
Intersection Traffic Analysis (Project A only)									\$0
Prelim Lighting Design		1	2		8				\$1,390
Community Outreach (concurrent w/ Proj B)		8	4	8	12				\$4,600
Phase 2B - Environmental Analysis and Review									
PES		2	2					\$8,747	\$9,467
NEPA and CEQA Cat Ex								\$2,500	\$2,500
Phase 3 - Final Design PS&E									
WQMP		2	12		16				\$3,980
Street Improvements	4	12	32		64				\$15,200
Drainage		2	4						\$1,020
Street Lighting & SCE Coordination	2	1	4		32				\$4,750
Traffic Signals - Fairview and Harbor									\$0
Signing and Striping	4	2	4	48	16				\$9,620
Landscape/Irrigation (total replanting)		4	8		16		\$17,250		\$21,050
Structural (Project A only)									\$0
Specs and Cost Estimate	2	8	12	12	24				\$8,040
Survey Monument Perpetuation (Project A only)									\$0
Field Walk-Throughs (2)		4	8						\$2,040
Bid Support		4	4						\$1,440
Construction Support		4	4		8				\$2,320
Construction Technical Support		4	8		8				\$2,920
TOTAL HOURS (PRIME) & TOTAL COST (SUBS)	12	86	132	94	236	9,860	18,750	11,247	\$117,947
ODC	\$900					-			\$900
TOTAL COST	\$2,520	\$18,060	\$19,800	\$11,750	\$25,960	\$9,860	\$18,750	\$11,247	\$118,847

FEE PROPOSAL OPTIONAL
City of Costa Mesa - Project 'B' Adams Bicycle Facility Project

TASKS	PIC QA/QC \$210	Project Manager \$210	Sr Assoc Engineer \$150	Senior Designer \$125	Associate Engineer \$110	Survey Huitt Zollars	Landscape Cornerstone	Environmental ECORP	TOTAL COST
Phase 1 - Topo Survey, Utility Research, Data Collection									
Kickoff and Status Meetings (concurrent w/ Proj B)									\$0
Research and Review									\$0
R/W Analysis									\$0
Legals and Plats (1) (Project A only)									\$0
Utility Research									\$0
Potholing									\$5,000
Topo Survey									\$0
Phase 2A - Prelim Design and Community Outreach									
Concept Design									\$0
Intersection Traffic Analysis (Project A only)									\$0
Prelim Lighting Design									\$0
Community Outreach (concurrent w/ Proj B)									\$0
Phase 2B - Environmental Analysis and Review									
PES									\$0
NEPA and CEQA Cat Ex									\$0
Phase 3 - Final Design PS&E									
WQMP									\$0
Street Improvements									\$0
Drainage									\$0
Street Lighting									\$0
Traffic Signals - Fairview and Harbor	4		40		16				\$8,600
Signing and Striping									\$0
Landscape/Irrigation (TOTAL REPLANTING)									\$0
Structural (Project A only)									\$0
Specs and Cost Estimate									\$0
Survey Monument Perpetuation (Project A only)									\$0
Field Walk-Throughs (2)									\$0
Bid Support									\$0
Construction Support									\$0
Construction Technical Support									\$0
TOTAL HOURS (PRIME) & TOTAL COST (SUBS)	4	0	40	0	16	0	0	0	\$13,600
ODC	\$100					-			\$100
TOTAL COST	\$840	\$0	\$6,000	\$0	\$1,760	\$0	\$0	\$0	\$13,700

EXHIBIT C

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.