

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LADAYU CONSULTING GROUP**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21st day of May, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and LADAYU CONSULTING GROUP, a sole proprietorship (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call engineering staff support and program management services for various parks project, as more fully described herein; and

B. 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. City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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 rate set forth in Consultant's Cost and Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement.

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 (excluding COVID-19), 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 five years, ending on May 6, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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:

Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
Tel: (310) 968-7263
Attn: Daniel Garcia

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633
Attn: Seung Yang

Courtesy copy to:

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

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. 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. If 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 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. 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.

6.23. 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.

6.24. 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.

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

6.26. 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.

6.27. 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.

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

6.29. 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.

6.30. Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State Grant funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[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

Daniel Garcia, PE, REA, CPP

Date: _____

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:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

RFP NO. 24-09



PUBLIC WORKS

CITY OF COSTA MESA

Released on

February 5, 2024

**REQUEST FOR PROPOSAL
FOR
ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide on-call engineering staff support & program management services for various park projects. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing

Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

| | |
|---------------------------------------|---------------------------------------|
| Release of RFP | February 5, 2024 |
| Deadline for Written Questions | February 9, 2024 at 11:00 a.m. |
| Responses to Questions Posted | February 12, 2024 |
| Proposals are Due | February 26, 2024 at 2:00 p.m. |
| Approval of Contract | TBD |

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- The Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with at least five (5) years of experience within the last 8 years, providing services equivalent or similar to the services identified in Appendix A – Scope of Services.
- The Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- The Proposer must be responsive to the City's inquiries, and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of

incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates, inclusive of all anticipated applicable fees for the types of projects described in this RFP and classifications or services that will be provided by the proposer. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these**

must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on February 26, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 9, 2024 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach and Methodology ----- 30%**
2. **Qualifications & Experience of the Firm ----- 40%**
3. **Key Personnel ----20%**
4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of March 11th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall

be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any

governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm 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 using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF SERVICES FOR ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS

Introduction:

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

Through its state elected representatives, the City was earmarked over \$10 million worth of state funds to administer various Public Works improvements, largely for public parks projects. The City has an approved Capital Improvement Program (CIP) budget that calls for improvements at TeWinkle Park lakes, Shalimar Park, Ketchum-Libolt Park, Fairview Park bluffs and wetlands, etc. Brief descriptions of these projects are attached. The City is seeking a qualified consultant firm or firms who are competent and experienced in all facets of project and construction administration.

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

This scope of services is to provide the typical project administration and program management for park improvement projects. The primary focus is for the City to select consultant(s) who can assist with professional engineering and management services for the execution of capital improvement projects. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects. The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant(s).

The scope of work includes, but is not limited to, the following:

- Provide staff and services on an on-call, as-needed basis.
- Provide civil design and/or construction management services specifically for park projects.

- Provide in-house personnel or sub-consultants for architectural, civil, land surveying, structural, mechanical, electrical, landscaping architecture, etc.
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
- Conduct "as-need" RFPs to select other consultants that are outside the expertise or time constraints of City staff.
- Review and develop standard plans and specifications.
- Respond to plan check comments.
- Perform construction management and administration.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.
- Effectively manage several projects at the same time (i.e., program management) and that key milestones and deadlines are met.

Typical tasks and assignments may include, but are not limited to the following:

Preliminary Engineering:

- Prepare or review alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.
- Prepare or review engineering details and calculations.
- Present alternatives and provide recommendations and analyses of the advantages of each alternative.
- Prepare or review feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.
- Assist with grant applications.
- Surveying and other field reconnaissance.

Permits:

- Assist the City in obtaining approvals from applicable agencies, including Caltrans, Costa Mesa Sanitary District, Mesa Water District, Irvine Ranch Water District, all County of Orange agencies (e.g., OC Public Works), all Federal agencies (e.g., Fish and Wildlife), California Regional Water Quality Control Board, etc., and other permits as may be required.
- Work with utilities such as Southern California Edison, Gas Company, AT&T, Verizon, etc. on permitting issues.

Design:

- Prepare or review engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. Formats for these documents will be discussed at the time of the task assignment.
- Bidding services including responding to bidders questions, attending any pre-bid job walk, assistance in preparing addenda, attending the pre-construction meeting.
- Prepare as-built drawings.

Construction Services:

- Manage construction schedule, visit construction site for progress and quality of work evaluation.

- Assist City staff, engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

Construction Management/Inspection:

- Act as Resident Engineer / Construction Manager
- Perform inspection services
- Conduct materials testing
- Execute contract administration

Development Engineering:

- Review and evaluate development proposals
- Write conditions of approval

Program Management:

- Coordinate staff, other agencies, consultants, contractors, etc., to effectively coordinate one or more ongoing projects happening concurrently.
- Perform effective use of time management and resource allocation for various projects.
- Guide several projects to their ultimate completion and success.

Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicate these services in your proposal.

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

ATTACHMENT 1
PARK PROJECT DESCRIPTIONS

CAPITAL IMPROVEMENT PROGRAM

Fairview Park - Mesa Restoration & Cultural Resource Preservation CA-ORA-58

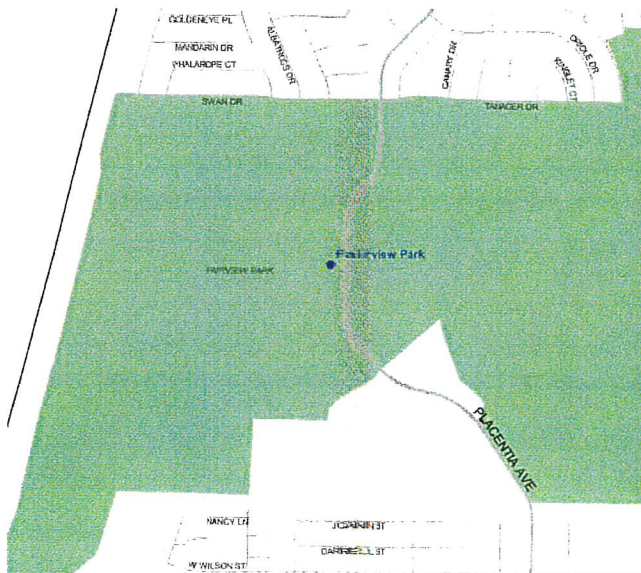
Type Parks
Department: Public Works
Category: 3 - Grant Funding

Item No. 16
CIP Project No. 202408
District No. 5

Project Status: New Project

Project Description: Mesa restoration and Cultural Resource Preservation including removal of fill deposited over site.

Project Justification: The cultural resources within Fairview Park include CA-ORA-58, an archeological site listed in the National Register of Historic Places. One of the recommended preservation measures in the Fairview Park Master Plan is the removal of unsuitable fill material deposited over the site. This project would be conducted in such a way that the activities preserve and protect the vernal pools. Additionally, this project would entail restoring the native habitat on the Fairview Park Mesa.



Fairview Park - West Bluff Stabilization and Restoration

Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 18
 CIP Project No. 202409
 District No. 5

Project Status: New Project

Project Description: Stabilize and restore the Fairview Park West Bluff.

Project Justification: The westerly slopes of Fairview Park have been evaluated to address erosion and stability concerns. Studies conducted by consultants in 2002 and 2003 concluded that the slope is stable but the surface of the slope which erodes easily requires attention. Recommendations to stabilize and repair the slope range from minor repairs to re-engineering the slope per current grading standards.



Shalimar Park Improvements

Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 20
 CIP Project No. 700145
 District No. 4

Project Status: Existing Project

Project Description: Expand Shalimar Park to create additional park space at Westside Costa Mesa.

Project Justification: Westside Costa Mesa needs additional park space, as identified in the General Plan and previous versions of the Open Space Master Plan. In addition, recent strategic planning sessions have included requests for additional park space on the westside of the City. This project would expand Shalimar Park through adjacent property acquisitions or expansion into City right-of-way to allow for additional park amenities.



Ketchum-Libolt Park Expansion

Type: Parks
Department: Parks and Comm. Svcs
Category: 3 - Grant Funding

Item No. 25
CIP Project No. 700139
District No. 4

Project Status: Existing Project

Project Description: This project proposes to expand Ketchum-Libolt Park to the south into an underutilized parkway adjacent to Victoria Street.

Project Justification: Expanding and renovating Ketchum-Libolt Park will provide additional park amenities and opportunities for community recreation.



TeWinkle Park Lake Repairs

Item No. 24
CIP Project No. 700137
District No. 3

Type Parks

Department: Public Works

Category: 3 - Grant Funding

Project Status: Existing Project

Project Description: TeWinkle Park Lake Repairs

Project Justification: This project is for the construction phase to completely renovate the existing lakes at TeWinkle Park, replace the lake liner, modify, stabilize and improve the shoreline and add plant material. This project will also upgrade amenities and maintenance systems that will improve the aesthetics of the park and the health and safety of the wildlife and public.



APPENDIX B

**SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

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

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT
SERVICES FOR VARIOUS PARK PROJECTS**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

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

Names & Titles of Corporate Board Members

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

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

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. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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.

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."

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

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:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

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:

Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
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Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

EXHIBIT B
CONSULTANT'S PROPOSAL



February 26, 2024

REQUEST FOR PROPOSALS

**On-Call Engineering Staff Support & Program Management Services
for Various Park Projects (RFP No. 24-09)**



Prepared for:



City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
www.costamesaca.gov
(714) 754-5000

By:



Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
www.ladayucg.com
(310) 968-7263

February 26, 2024



Seung Yang, PE, City Engineer

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: RFP No. 24-09 – On-Call Staff Support & Project Management Services for Various Park Projects

Dear Seung,

Ladaya Consulting Group (LCG) is pleased to present our Proposal to provide the City of Costa Mesa for On-Call Staff Support & Project Management Services for Various Park Projects. LCG is a Municipal Services staff augmentation company specializing in Municipal Engineering, such as Park Management, Landscape Architecture, Public Works Construction Management and Inspection. LCG will also sub-consult with JMDiaz, Inc. (Design services), Ninyo & Moore (Geotechnical services) and others as-needed that LCG has had a long and productive working relationship with.

We are proud of our reputation for providing thoughtful solutions that build thriving communities throughout California. Experienced in a wide range of municipal engineering services, our team of caring professionals serves our municipal clients through a tailored approach based upon client values and needs. We define ourselves by the strength of our relationships with the people that we work with and the people that we work for. Earning client trust and appreciation by exceeding expectations is our ultimate measure of success.

LCG has specialized in providing Engineering Staff Support and Project Management Services to California cities since our founding. The leadership and management team at LCG are individuals with the passion to provide professional civil engineering services to cities. We only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our proposal. I have authorized Daniel Garcia, Vice President, to be the Contract Manager and QA/QC for the City of Costa Mesa. Daniel's contact information follows:

Daniel Garcia, PE, REA, CPP

(authorized to submit proposal and negotiate on LCG's behalf)

Ladaya Consulting Group

316 Tejon Place

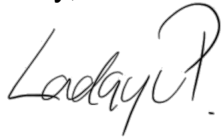
Palos Verdes Estates, CA 90274 (only company address)

dgarcia@ladayucg.com | C: 310.968.7263



LCG appreciates the opportunity to present our qualifications, experience and desire to provide On-Call Staff Support and Project Management Services for Various Park Projects, for your review and consideration. This proposal will be valid for 180 days from submittal. LCG ACKNOWLEDGES RECEIPT OF ANY ADDENDUMS, IF ISSUED, FOR THIS RFP.

Sincerely,



Ladayu Phaphan
Founder and President

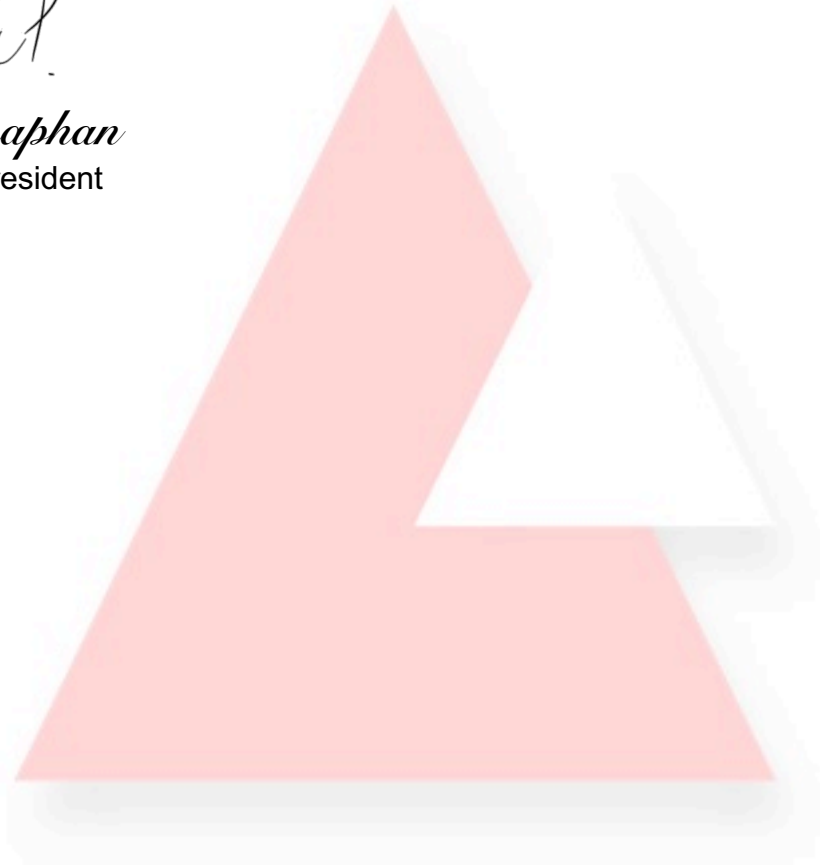




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Background and Project Summary Section

Ladayu Consulting Group (LCG) is uniquely qualified to provide the City of Costa Mesa with exceptional professional engineering staff support and program management services, as evidenced by our proven track record of successfully providing similar services to municipalities throughout Southern California.



We have researched and reviewed the City's Capital Improvement Program including Park Project Descriptions for Fair Park – Mesa Restoration & Cultural Resource Preservation CA-ORA-58, Fairview Park – West Bluff Stabilization and Restoration, Shalimar Park Improvements, Ketchum-Libolt Park Expansion, and TeWinkle Park Lake Repairs and are enthusiastic about the possibility of assisting the City of Costa Mesa in completing the impressive list of CIP projects, especially for park improvement projects.

LCG understands the City of Costa Mesa expects experienced and qualified individuals to perform professional engineering and management services for On-Call Engineering Staff Support & Program Management Services for Various Park Projects. For this proposal to the City of Costa Mesa based on Scope of Work, LCG has included an experienced Park Program Manager, Construction Manager/Resident Engineer, Inspector, Development Review Engineer, Project Managers, Landscape Architect, Associate Engineer, and Grant Administrator, who have been directly involved in managing park management projects. LCG's proposed key personnel and sub-consultants are experienced; have strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. We are confident that we have assembled a project team that will exceed the City's expectations as we deliver the requested services.

SUB-CONSULTANT TEAMING INFORMATION

To provide the complete spectrum of services listed in the RFP's Scope of Services, we have teamed with the following sub-consultants to provide targeted services:

- **JMDiaz, Inc.** Design Services
- **Ninyo & Moore** Geotechnical Services
- **BPR Consulting Group** Structural, Mechanical, Electrical Services
- **Coast Survey** Land Surveying Services



Project Approach and Methodology

LCG's approach and methodology to implementing the City of Costa Mesa's On-Call Engineering Staff Support & Program Management Services for Various Park Projects is to provide the City with the best qualified Park Program Manager, Construction Manager, Inspector, Development Review Engineer, Project Managers, Landscape Architect, Associate Engineer, and Grant Administrator in order to efficiently manage the individual park improvement projects/tasks with respect to costs/budget. LCG will assign an experienced City Engineer and former Costa Mesa Park Program Manager Daniel R. Garcia, PE, REA, CPP to serve as Park Program Manager on this project. Daniel will also serve as Contract Manager and QA/QC in charge of implementing this contract and the QC/QC protocol. He will be the central point of communication report directly to the City of Costa Mesa's Project Manager assumed to be Seung Yang, PE, City Engineer. Daniel will manage the sub-consultants, JMDiaz, Inc. (Design Services), BPR Consulting Group (Structural, Mechanical, Electrical Services), Ninyo & Moore (Geotechnical Services), and Coast Survey (Land Surveying Services).

Ludwig I. Smeets, PE will serve as Development Review Engineer and Construction Manager/Resident Engineer for the City. He will provide development engineering service and construction management service as requested in this RPP's scope of services. Ludwig has over 38 years of municipal and construction experience. He is also an expert in Private Development and can provide advice and recommendations that would benefit the City of Costa Mesa.

As Construction Manager/Resident Engineer, Ludwig will be assisted by Angel Quintero, Inspector, who has had over 28 years of public works management in utilities, construction inspection, water management, etc.

Ann D. Herner will serve as Grant Administrator providing Grants Administration services as required by this contract. She has over 30 years of experience in the State of California working for various jurisdictions.

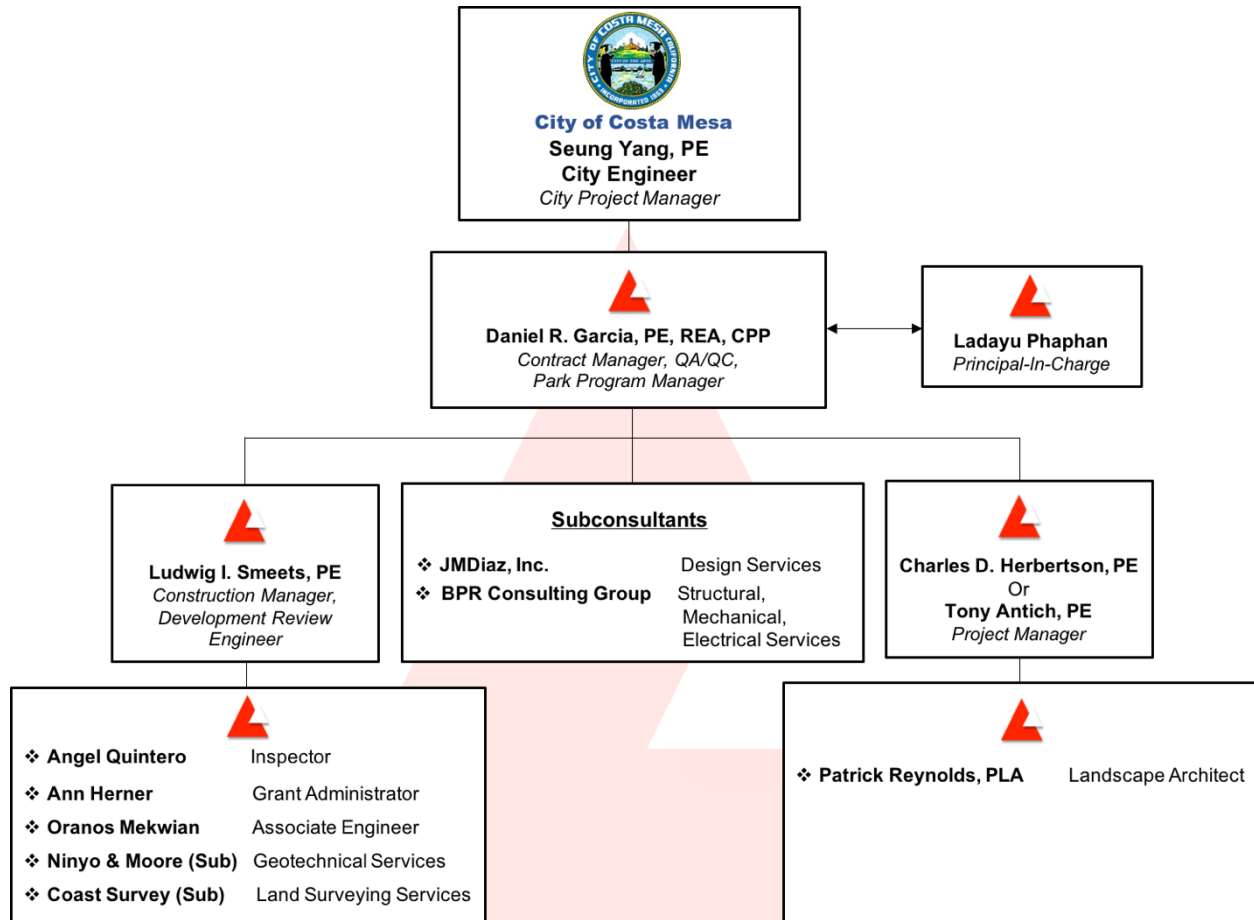
Charles D. Herbertson, PE, PLS and Tony Antich, PE will serve as Project Managers and will manage various park projects in either design or construction, assist the City in scope and obtaining approvals from applicable agencies and other permits as may be required, develop and provide advice and recommendations of the park projects. They will also manage the design projects being designed by JMDiaz, Inc. (Design Services Sub-consultant) and provide additional public works engineer services and miscellaneous engineering services, if the City requires.

Patrick J. Reynolds, PLA will serve as Landscape Architect providing Landscape Architect services as required by this contract. He will coordinate with City staff, consultants and LCG's Project Managers for various park projects and other City projects.

Oranos Mekwian, Associate Engineer, will assist Daniel Garcia, Park Program Manager and Ludwig Smeets, Construction Manager/Resident Engineer, in the various park projects management and provide project administration/construction support services.



All communication on this contract will follow the following Project Work Plan Chart:



Costa Mesa Project Work Plan Chart

Roles and Responsibilities Per Tasks and Scope of Services

Daniel R. Garcia, PE, REA, CPP | Contract Manager and QA/QC

- Execute Contract Administration and provide additional resources when requested or resolve any issues with the contract implementation.
- Provide QA/QC relative to the deliverables.

Daniel R. Garcia, PE, REA, CPP | Park Program Manager

- Provide Staff and Services as requested by the City Project Manager
- Conduct "as-need" RFPs to select other consultants that are outside the expertise or time constraints of City staff.
- Perform effective use of time management and resource allocation for various projects - Guide several projects to their ultimate completion and success.
- Assist City staff, engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.



- Perform other duties as directed by the Director of Public Works/Facilities
- Effectively manage several projects at the same time (i.e., program management) and that key milestones and deadlines are met.
- Coordinate staff, other agencies, consultants, contractors, etc., to effectively coordinate one or more ongoing projects happening concurrently.
- Perform effective use of time management and resource allocation for various projects.
- Guide several projects to their ultimate completion and success.

Ludwig I. Smeets, PE | Construction Manager/ Resident Engineer

- Review and develop standard plans and specifications.
- Respond to plan check comments.
- Perform Construction Management and Administration specifically for park projects to the City.
- During construction, Ludwig will make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.

Preliminary Engineering:

- Review alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.
- Prepare or review engineering details and calculations.
- Coordinate with JMDiaz, Inc. (Design Services Sub-consultant) present alternatives and provide recommendations and analyses of the advantages of each alternative to the City.
- Review feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.

Design:

- Review engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
- Provide bidding services including responding to bidders questions, attending any pre-bid job walk, assistance in preparing addenda, attending the pre-construction meeting.

Construction Services:

- Manage construction schedule, visit construction site for progress and quality of work evaluation.
- Conduct a pre-construction meeting and biweekly construction meetings or as deemed necessary by the construction manager with the contractor, City and other involved parties.
- Assist City staff, engineer, contractor, and contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.



- Act as Resident Engineer/Construction Manager
- Coordinate with City staff, multiple contractors when applicable, agencies, and Project stakeholders.
- Prepare weekly Statements of Working Days and other reports that may be required by the City.
- Review RFIs with the Engineer of Record and provide report.
- Coordinate design changes with the Engineer of Record.

Ludwig I. Smeets, PE | Development Review Engineer

- Review and evaluate development proposals.
- Write Conditions of Approval.

Angel Quintero | Inspector

- Perform inspection services, ensure project construction is in accordance with approved PS&E, City Standards and Greenbook, inspect materials and equipment upon delivery for compliance with construction contract documentation, provide daily reports with progressive photos of the project, and conduct labor compliance and certified payrolls reviews and approvals with every monthly payment or Pay Application request.

Charles D. Herbertson, PE and Tony Antich, PE | Project Managers

- Coordinate staff, other agencies, consultants, contractors, etc. to effectively coordinate one or more ongoing projects happening concurrently.
- Assist the City in obtaining approvals from applicable agencies, including Caltrans, Costa Mesa Sanitary District, Mesa Water District, Irvine Ranch Water District, all County of Orange agencies (e.g., OC Public Works), all Federal agencies (e.g., Fish and Wildlife), California Regional Water Quality Control Board, etc., and other permits as may be required.
- Work with utilities such as Southern California Edison, Gas Company, AT&T, Verizon, etc. on permitting issues.

Patrick J. Reynolds, PLA | Landscape Architect

- Landscape Architecture Services

Ann D. Herner | Grant Administrator

- Assist with grant applications.

Oranos Mekwian | Associate Engineer

- Assist Ludwig Smeets, Construction Manager, prepare and distribute meeting agendas, minutes and progress reports.
- Provide construction management support and maintain the record of construction documents.

Ninyo & Moore | Geotechnical Services Sub-consultant

- Conduct materials testing.



JMDiaz, Inc. | Design Services Sub-consultant

- Provide civil design services. Prepare design and plans, as-built drawings, estimates, and develop specifications (PS&E's) for park projects as needed. Formats for these documents will be discussed at the time of the task assignment.
- Provide preliminary studies and public outreach.
- Prepare feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.

Coast Survey | Land Surveyor Services Sub-consultant

- Provide land surveying and other field reconnaissance.

BPR Consulting Group | Structural, Mechanical, Electrical Services Sub-consultant

- Provide structural, mechanical, and electrical services.

Potential Issues/Challenges

Although LCG expects the entire project to go smoothly, experience tells us that there are always potential issues and challenges with any project. As experienced, some potential issues/challenges that LCG team might expect to encounter in this project are these following:

- **Potential Budget Issues:** Since costs are a big issue in general these days especially when it comes to real estate, inflation and escalating costs in this region, all tied to elements of this project, keeping track of the budget is paramount. In order to minimize disruptions to performance, LCG's Project/Construction Manager, will keep track of the existing budget and when any changes occur, they will document these changes and bring it up to the affected parties in the weekly meetings and find alternatives for keeping the project within budget. The City will be made aware of these budget items if they become significant.
- **Potential Scheduling Issues:** If one of the components under LCG's Project/Construction Manager's jurisdiction is experiencing scheduling delays and if there isn't the possibility to absorb it into the float and there needs to be a schedule adjustment, this will be announced to the stakeholders as soon as it is apparent, and a schedule adjustment will be recommended to the City. If approved, a revised schedule will be implemented.
- **Unforeseen Field Conditions:** If an item comes up in the field during demolition or construction such as archeological artifacts, hazardous waste, etc., that might have an impact on the project's budget or schedule, LCG's Construction Manager will provide alternatives and recommendations for the City and stakeholders to consider. He will provide timetables and suggestions for moving forward with the project and provide the financial and scheduling impacts for the project.
- **Any Other Issues:** If any issues come up that might impact this projects' budget and schedule, LCG's Construction Manager will be sure to coordinate with the City and Stakeholders on what the next steps will be and move forward with the project.



Qualifications & Experience of the Firm



The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Ladaya Consulting Group (LCG)** was formed in 2015. LCG was founded by individuals with a passion for serving municipalities. Our employees span a multitude of disciplines within public works and engineering departments throughout California.

Most of LCG's staff are from the municipal public sector. We are small enough to ensure that we can maintain focus and are responsive to the needs of the City of Costa Mesa's On-Call Engineering Staff Support & Program Management Services for Various Park Projects tasks yet big enough to provide a comprehensive and reliable array of municipal services, if required.

Ladaya Consulting Group provides a host of services to cities including:

- Project and Program Management
- Construction Management/Construction Inspection
- Public Works Management
- Park Management
- Civil/Private Development Plan Review Services (includes grading, streets, storm drains, sewers, erosion control, etc.)
- Land Development/Subdivision Map Act (includes tracts, parcel maps, vesting, etc.)
- Sewer and Storm Drain Compliance
- Landscape Architect
- City Engineering
- Traffic Engineering

LCG's staff has held senior and executive management positions within numerous California cities including titles of Park Program Manager, Project Manager, Construction Manager, Inspector, Development Review Engineer, Landscape Architect, Grant Administrator, Associate Engineer, and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

LCG was formed and founded in 2015 and established our Engineering office in Palos Verdes Estates. We are a sole proprietorship. Our legal name is Ladaya Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. We currently have 16 employees (size) and are growing. Our official business address follows:

Ladaya Consulting Group

316 Tejon Place

Palos Verdes Estates, CA 90274 (only business location/address)

www.ladaycg.com



The relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services

In this contract, LCG will sub-consult with JMDiaz, Inc. (JMD) for Design Services. JMD's relevant experience and specific qualification are shown as below:



JMDiaz, Inc. (JMD), a California corporation, offers a full range of transportation planning and civil engineering covering highways, land development, traffic and rail projects for local agencies, railroads and private entities in California. Originally founded by Juan M. Diaz in 2001, JMD is serving clients from its regional office in the City of Industry, California. Currently, JMD has a staff of 22 professionals and administrative staff.

JMD prepares preliminary and final design for a variety of civil engineering projects including land development (e.g., site grading, drainage, etc.) and transportation facilities (e.g., highways, roadways, rail corridors, etc.). In addition, JMD offers a variety of civil engineering services for transportation and land development projects. Such services cover all project development phases including planning, engineering and construction. Ultimately, JMD provides construction oversight services including construction observation and inspections services of transportation and land development projects.

Juan Diaz, PE has had a stellar reputation in delivering CIP and other projects for cities throughout Southern California. JMD has worked with Ladayu Consulting Group on many projects in the Gateway Cities including Compton Boulevard, Central Avenue and many others. LCG and JMD have built a great working relationship over the years of collaboration. JMD would be a powerful design, preliminary study, and public outreach in delivering projects for the City of Costa Mesa. JMD's contact information is as follows:

JMDiaz, Inc.

18645 East Gale Avenue, Suite 212 City of Industry, CA 91748-1363
(626) 820-1137 Tel | (626) 820-1136 Fax
jmdiaz@jmdiaz.com
www.jmdiaz.com

LCG's Current and Previous Contracts Similar to the Requirements for this RFP

LCG had experience in providing similar service for other agencies such as the Cities of Huntington Park, Compton, and Maywood. A summary of recent relevant projects that LCG and assigned personnel have performed within the past 8 years for public agencies that are similar in nature that is being requested in this RFP are shown below.

- **City of Huntington Park**

Steve Forster, Public Works Director
6550 Mile Avenue., Huntington Park, CA 90255
562.587.4860 | sforster@hpca.gov





➤ **Sample Project:** CIP2019-02 Slauson Avenue Congestion Relief Project

Services Provided: Construction Management and Inspection. Replace pavement from Wilmington Avenue to State Street (\$11.3 million)

Year started and completed: 2023-in progress

• **City of Compton**

John Strickland, Public Works/Engineering Project Manager
205 South Willowbrook Avenue, Compton, CA 90220
310.761.1422 | jstrickland@comptoncity.org



➤ **Sample Project:** Four (4) Compton Fire Stations Driveway Aprons Improvement Project (\$3 million).

Services Provided: Construction Management and Inspection.

Year started and completed: 2021-2022

➤ **Sample Project:** Alameda - SR-91 Urban Greening (Agreement No. U29107-0 and 8GG16423)

Services Provided: Full-Service Engineering Services including City Engineering Advisor, Project Management, Coordinated with Gateway Cities, Civil Plan Check for Grading, Drainage, Demolition, Erosion Control, LID, Utility Plans

Year started and completed: 2020-2021

➤ **Sample Projects:** 217 West Cocoa Street, 305-315 North Long Beach Blvd., 1841 and 1843 East Compton Blvd., 439 East Carlin Avenue.

Services Provided: (Land Development) Lot Merger/Lot Line Adjustment Review.

Year started and completed: 2020

• **City of Maywood**

David Mango | Public Works Director/Building Official (retired)
4319 E. Slauson Avenue, Maywood, CA 90270
323.365.0013



➤ **Sample Project:** Full-Service Engineering. For this project - Designated as City Engineer for the City including creating and managing the CIP, coordinate sewer compliance with the Attorney General and the Los Angeles Regional Water Quality Control Board, Storm Drain compliance, improved 90% of the streets in the City including USEPA/CDBG funded major sewer replacement project, FY 18/19 and 19/20 Street Rehabilitation Projects, 2019 Storm Drain Screen Installation of 55 catch basing screens.

Services Provided: City Engineer, Construction Management & Inspection, Project Management

Year started and completed: 2016 to 2019



Milestones and Deliverables to Perform the Requested Services

LCG has adequate capacity to perform both volume and quality of needed work within project schedule milestones for the City of Costa Mesa. Once a Notice to Proceed (NTP) is issued, specifically how LCG will implement each task and the Work Plan will be analyzed and recommended with proposed hours for each service other than those tasks specifically delineated in the RFP. Those tasks will be managed and executed per the City's Scope. Each team member is available and this will be detailed in the actual work plan developed after the City Engineer has had a chance to analyze the City's situation. All staff in this proposal will be managed under the City Engineer's supervision and LCG will adhere to the established methodology and work plan.

Financial Capacity

LCG is financially stable. We submit the following disclosure statements of fact:

1. LCG, any officer of LCG, or any employee of LCG who has proprietary interest in LCG has never had any administrative proceeding, claims, lawsuits, or other exposures pending against LCG.
2. LCG, any officer of LCG, or any employee of LCG who has proprietary interest in LCG has never filed for bankruptcy under any business name.
3. LCG is financially stable and can perform this contract without any encumbrances.

Key Personnel

LCG has a diverse team of qualified professionals dedicated to providing On-Call Engineering Staff Support & Program Management Services for Various Park Projects to the City of Costa Mesa. Below we have provided brief biographies of key personnel that will be available for this contract. Actual resumes will follow.

- **Daniel R. Garcia, PE. REA, CPP | Contract Manager, QA/QC, Park Program Manager** – Daniel has served as Contract Manager, QA/QC, and Park Program Manager in many public agencies throughout California. He is a registered Civil Engineer, Registered Environmental Assessor and Certified Permitting Professional and has over 30 years of experience in the civil engineering profession. Having worked in several jurisdictions throughout California including the Cities of Costa Mesa, Huntington Park, Compton, Rancho Palos Verdes, Wildomar, Maywood, Bell, Vernon, Lomita, Chino Hills and Norwalk. Daniel's experience is far and wide from Project Management, Construction Management, Civil Plan Review, Land Development/Subdivision Map Act, Capital Improvement Programs (CIP) including sewers, storm drain, street and water plans. In addition, Daniel also has experience serving the City of Costa Mesa for 2 years as the Consultant Park Program Manager managed Fairview Park, interviewed the



consultants for Skate Park II rebid, completed the Tewinkle Park Lakes' Security Lighting plan and ADA Accessibility Improvements plan review, etc.

- **Ludwig I. Smeets, PE | Development Review Engineer / Construction Manager/Resident Engineer** – Ludwig has over 38 years of experience in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has been a Senior Project Manager level for the past 10 years. His experience has included the management of numerous projects, specifically as Development Review Engineer and Construction Manager/Resident Engineer. Ludwig has served as Development Engineer as well as Public Services Director and Senior Project Manager for several public agencies. He is familiar with the Subdivision Map Act, Low Impact Developments (LIDs) project requirements, Water Quality Management Plan (WQMP's), design requirements (SSPWC, APWA, Caltrans, etc.) and has managed this and the bid and award process for several cities such as the Cities of Hawaiian Gardens, Norwalk and Whittier. As a Construction Manager/Resident Engineer. Ludwig was the Construction Manager for the Carnelian Storm Drain in the City of Rancho Cucamonga, Field of Dreams Sports Park in the City of Chino Hills and the Sunset Ridge Development Tract No. 17089 in the City of Victorville to name a few of his projects.
- **Charles Herbertson, PE, PLS | Project Manager** – Charles is a licensed Civil Engineer and Land Surveyor with extensive project management experience. He has served in senior executive management such as City Engineer and Public Works Director in the City of Culver City for 17 years as well as City Manager and Airport Manager in the City of Hawthorne and was a commissioned officer in the Navy in the Submarine Force and served as Headquarters Company Commander in the Reserves. Charles brings to every city his project and program experience in the areas of Project Management, Sewer and Storm Drain Compliance with local and state agencies, Capital Improvement Program (CIP) and Project Management in City facilities, recycling, Fire and Police Stations, sewer pump stations, water conservation, energy conservation, landslide repair, bicycle and pedestrian master plans, Urban Forest Master Plan, traffic engineering and maintenance.
- **Tony Antich, PE | Project Manager** – Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in the City of Santa Monica. Tony is experienced with managing professional staff and coordinating with various stakeholders in achieving the City's adopted goals and objectives including CIP, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, permitting and plan checking, facility and infrastructure planning, mapping, seismic upgrade of essential facilities and communications.
- **Angel Quintero | Inspector** – Angel has over 28 years of public services experience and is a Public Works Program Inspector. He is a licensed as a Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including



Construction Management and Public Works Construction Inspection expertise. He has served as a Public Works Program Inspector in the City of Pico Rivera and as Water Meter Division Manager, City of Torrance, Water Utilities Manager position from the City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from the City of Carlsbad, and Water Systems Supervisor.

- **Patrick J. Reynolds, PLA | Landscape Architect** – Patrick holds Landscape Architect License No. 4440 and is also a C-27 Landscape Specialty Contractor. Patrick is a Certified Irrigation Auditor and is certified in NEPA and CEQA. Patrick has 45 years of experience in all aspects of design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments. He has expertise in Park Master Planning, Land Acquisitions, trail design and construction, preparing Environmental documents and reports, environmental preservation and restoration, historical preservation. Patrick has recently completed the Urban Forestry Management Plan for the City of Bell. He is currently serving the City of Alhambra as a City Landscape Architect.
- **Ann D. Herner | Grant Administrator** – Ann has more than 20 years of experience in the public and private engineering sector, assisting cities and providing strategies in securing transportation funding and leveraging local resources to implement capital projects. She identifies key elements of the grant and works closely with the City to craft and customize a project that will be competitive. Ann is well versed in a variety of state, federal and local grant programs, and has worked extensively with Caltrans Local Assistance, California Transportation Commission and the Federal Highway Administration on state/federally funded projects to meet program compliance and project timelines. She has managed millions of dollars in capital projects providing oversight on federally funded projects, from design to construction, final project close-out and including financial audits by both State/Federal agencies. Ann completed the Pavement Management System (Street Master Plan) for the City of Maywood.
- **Oranos Mekwian | Associate Engineer** – As Associate Engineer, Oranos has assisted in several construction and project management projects for LCG including the \$1.2 million Sewer Replacement Project in the City of Maywood and was instrumental in gaining sewer compliance with the LA Regional Water Quality Control Board. She also assisted in construction projects in the City of Lomita (Walnut/Pacific Coast Highway and Palos Verdes Drive North and Western Intersection Rehabilitation Project) and the City of Compton (Fire Stations Driveway Aprons Improvement Project) recently.

Disclosure

LCG has no past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.



Ladayu
Consulting Group

www.ladayucg.com
dgarcia@ladayucg.com

EXPERTISE

Park Program Manager
Project/Program Manager
Construction Manager
Resident Engineer
Private Development/Civil Plan
Check Engineer
Land Development/Subdivisions
CIP/Project Management
Sewer/Storm Drain Compliance
City Engineering Advisor

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Masters in Public Administration,
CSULB

REGISTRATIONS

CA Registered Professional Civil
Engineer | 45710

Registered Environmental
Assessor | 5640 Cal-EPA

Certified Permitting Professional
D11308 SCAQMD

Daniel R. Garcia, PE, REA, CPP

**Contract Manager | QA/QC |
Park Program Manager**

Daniel is a licensed civil engineer with extensive City Engineering and Public Works experience. He has over 30 years of experience in the civil engineering profession and served in senior executive management engineering and public works positions from the Cities of Huntington Park, Compton, Bell, Maywood, Costa Mesa, Norwalk, Lomita, Wildomar, Culver City, Solvang, Novato to the City of Los Angeles.

RECENT RELAVANT EXPERIENCE

**Park Program Manager/Interim City Engineer |
City of Costa Mesa**

As Park Program Manager, Daniel evaluated the proposers for the Skate Park II project, project managed the Brentwood Park Additional Lighting Project, TeWinkle Security Lighting Project, TeWinkle Park ADA Accessibility Improvements, Replacement of 2 Pedestrian Bridges at TeWinkle Park, Fairview Park Placentia Avenue Connector Trail, Rehabilitated the Parking Lot (ADA) at Fairview Park, Parking Lot Lighting at Fairview Park, Placentia/Fairview Channel Bicycle Trail Signal Project (federal), plan reviewed the Jack Hammet Sports Complex and the Chargers practice field (grading review) and many other Park projects.

**City Engineer / Project Manager | City of
Maywood**

As City Engineer and Project Manager for the City of Maywood, Daniel completed both the 2018 and 2019 Street Rehabilitation Projects and the Slurry Projects of the same years. These street projects covered 90% of the City of Maywood's streets. Daniel was also responsible for the completion of the \$1.2 million Sewer Replacement Project in the City funded by USEPA and CDBG funds.

**City Engineer Advisor / Project Manager | City of
Compton**

As Project Manager, Daniel implemented the Four Fire Stations Driveways Aprons Improvement Project. He was the Project Manager and conducted the pre-construction, weekly progress meetings, and submitting the weekly statement of working days. In addition, he also provided QA/QC review of projects before submitted to the City.



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Consulting Group



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www.ladayucg.com
lsmeets@ladayucg.com

EXPERTISE

Construction Manager
Land Development/Subdivisions
Low Impact Development
Drainage/Hydrology (LID)
Project Manager
Resident Engineer
CIP/Project Management
Construction Bid and Award Process

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Masters in Military Science, US Army

REGISTRATIONS

CA Registered Professional Civil
Engineer | 37221
NV Registered Professional Civil
Engineer | 11105
AZ Registered Professional Civil
Engineer | 28642

Ludwig I. Smeets, PE

**Development Engineer | Construction
Manager/Resident Engineer**

Ludwig has over 38 years of experience in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has been at the Senior Project Manager level for the past 10 years. His experience has included the management of numerous projects, specifically as Development Review Engineer and Construction Manager/Resident Engineer. Ludwig is familiar with the Subdivision Map Act, Low Impact Developments (LIDs) project requirements, Water Quality Management Plan (WQMP's), design requirements (SSPWC, APWA, Caltrans, etc.) and has managed this and the bid and award process for several cities such as the Cities of Hawaiian Gardens, Norwalk and Whittier. As a Construction Manager/Resident Engineer. Ludwig was the Construction Manager for the Carnelian Storm Drain in the City of Rancho Cucamonga, Field of Dreams Sports Park in the City of Chino Hills and the Sunset Ridge Development Tract No. 17089 in the City of Victorville to name a few of his projects.

RECENT RELAVANT EXPERIENCE

Construction Manager | City of Buena Park

For over 12 years, Ludwig served as Construction Manager on various public and private development projects to include on-call plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, WQMP's, and hydrology reviews for the City of Buena Park.

Project Manager| City of Hawaiian Gardens

Ludwig provided Hydrology Report review for various private development projects on on-call basis for the City of Hawaiian Gardens. He also developed the Master Plan for Drainage as Program Manager for the City. This study established the capacity of existing storm drains and streets drainage based on a 100-year storm for incorporation into the City's Low Impact Development Program.

Construction/Project Manager | County of Orange

For nearly ten years, Ludwig served as Construction/Project Manager in responsible charge of contract construction services for private development plans related to building & safety grading and drainage, storm drain, sewer, NPDES, WQMP's, and hydrology reviews for the County of Orange. He is experienced in LID issues and the application to Land Development.



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cherbertson@ladayucg.com

EXPERTISE

CIP/Project Management
City Engineering
Public Works
Land Development/Subdivisions
Sewer/Storm Drain Compliance
Construction Management

EDUCATION

Bachelor of Science in Civil
Engineering, Old Dominion
University, Norfolk, Virginia

Master of Arts in Public
Administration, University of
Southern California

REGISTRATIONS

CA Registered Professional Civil
Engineer | 46658
CA Professional Land Surveyor |
LS 6794

PROFESSIONAL ACTIVITIES

Member American Public Works
Association | SoCal Chapter

League of California Cities |
President of Public Works Officers
2018 and 2019 | Chairman Local
Streets and Roads Needs
Assessment Oversight Committee
| Member Public Works,
Transportation & Communications
Policy Committee

AWARDS

Helen Putnam Award from the
League of California Cities for
brokering a solution to noise
problems related to the
construction of the Metro Green
Line Light Rail

Charles Herbertson, PE, PLS
Project Manager

Charles is a licensed civil engineer and land surveyor with extensive City Engineering and Public Works experience. He has served in senior executive management City Engineering and Public Works Director positions as well as City Manager and Airport Manager from the Cities of Culver City and Hawthorne and was a commissioned officer in the Navy in the Submarine Force and served as Headquarters Company Commander in the Reserves. Charles brings to every city his project and program experience in the areas of City Engineering, Public Works Management, Sewer and Storm Drain Compliance with local and state agencies, Capital Improvement Program (CIP) and Project Management in City facilities, recycling, Fire and Police Stations, sewer pump stations, water conservation, energy conservation, landslide repair, bicycle and pedestrian master plans, Urban Forest Master Plan, traffic engineering and maintenance.

RECENT RELAVANT EXPERIENCE

Public Works Director/City Engineer | Culver City

As City Engineer/Public Works Director Charles was responsible for directing four divisions that constructed a new fire station, teen center and municipal plunge, sewer pump stations and pipelines, repaired the Higuera Street Bridge and the repair of a FEMA hillside repair. He developed water conservation and energy conservation projects, a Bicycle and Pedestrian Master Plan, an Urban Forest Master Plan and created Parkway guidelines for the City's parkways. He mitigated urban runoff water quality projects for compliance with the Regional Water Quality Control Board. He also reorganized the Public Works Department to mitigate the sewer spill at the Braddock Pump Station creating the Environmental Programs and Operations Division. He managed recycling and refuge maintenance operations and negotiated janitorial contracts with the City. Managed the implementation of the new Green Line Metro Station in Culver City.

**City Manager, Director of Public Works/City Engineer,
Airport Manager | City of Hawthorne**

Charles directed/managed a Capital Improvement Program in that City that included bridge construction including the railroad bridge over the Rosecrans Avenue/Aviation Intersection, the construction of a Police Station and a Parks Building. Managed the water main replacement projects and sewer and roadway improvements. Mitigated street projects with the construction of the I-105 Freeway construction.



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EXPERTISE

Project/Program Manager
Construction Manager
City Engineer
Public Works Director

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Master of Science, Management &
Leadership, Pepperdine University

REGISTRATIONS

CA Registered Professional Civil
Engineer | 34293
CA General Engineering Contractor
– "A" | 842227

Tony Antich, PE
Project Manager

Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in Santa Monica. Tony is experienced with managing professional staff including capital improvement programs, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, public counter customer service, permitting and plan checking, disaster recovery, facility and infrastructure planning, mapping, assessment districts, seismic upgrade of essential facilities and communications.

RECENT RELAVANT EXPERIENCE

City Engineer | City of Santa Monica

For 19 years, Tony served as City Engineer in the City of Santa Monica. Tony provided leadership to thirty-five professional staff, including developing organization plans, setting priorities, selecting employees, conducting contract negotiations, counseling, and mediating disputes, evaluating job performance, interpreting policies to resolve design and construction issues, and making final decisions on engineering matters. He coordinated city engineering issues with federal, state, county, and other local agencies; conferred with the City Manager, City Council members, other government officials, city staff, public utilities, civic organizations, developers, and neighborhood and business groups. In addition, Tony directed the land development and technical support services related to all public infrastructures.

Tony also oversaw several programs such as accessibility; grant management; disadvantaged business enterprise; capital improvements, civil and architectural project development; construction management, claims mitigation, safety, and construction mitigation; community outreach, coordination of construction in the public right of way and public information; cost estimating; risk management, cost management; public counter customer service, permitting and plan check; disaster recovery; consulting services to other departments; facility and infrastructure planning; mapping; assessment district proceedings; seismic upgrade of essential facilities; and telecommunications for the City.

Noteworthy project management and process improvement:

- ◆ ADA improvements to public facilities and buildings such as streets, parks, fire & police stations, libraries, theaters, manufactured housing, restrooms, public housing, parking structures, and civic auditorium
- ◆ Developed a pavement management program that resulted in the best pavement condition in Los Angeles County.



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City of Costa Mesa

RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects



- ◆ Developed written project management guidelines and staff training, which resulted in a reduction in construction claims and faster delivery of construction projects.
- ◆ Established a LA Superior court trustee program to augment city staff resulting in greater output and reduced demand for additional city staffing.
- ◆ Separately, also negotiated a \$10 million reduction in construction claims.
- ◆ Management Team Associates Labor Bargaining Unit-Former President
- ◆ Board member - City of Santa Monica Coalition of City Employees - Political Action Committee
- ◆ Developed a simplified & streamlined permit process resulting in less wait time and better customer service.
- ◆ Introduced and instituted alternative dispute resolution (ADR) for city engineering contract matters, resulting in a negotiated **\$5 million** payment from the State of California.
- ◆ Introduced project scheduling techniques that resulted in eliminated redundancy, increased coordination, and improved delivery time.
- ◆ He has collaborated with the City Attorney's Office to develop a new contract for design and construction. This effort reduced the contract review time from three months to less than a week.
- ◆ Formed a consortium of cities, UCLA, and environment NGOs whose goal was to develop ways of reducing litter in Santa Monica Bay. This resulted in best management practices utilized in Los Angeles and countywide.
- ◆ Formed a consortium including Santa Monica & Los Angeles, Los Angeles Department of Water and Power, Los Angeles Department of Transportation, and Caltrans to improve communication and coordination of various construction projects along Pacific Coast Highway.

Public Works Director & City Engineer | City of Hermosa Beach

For nearly 7 years in the City of Hermosa Beach, Tony planned, organized, and directed maintenance engineering activities. He also was the City's Traffic Engineer. He oversaw maintenance and engineering personnel and court trustees assigned to maintenance or repair streets; buildings, parks; street lighting; storm drains; sanitary sewers; and traffic control devices. His projects included sanitary sewer rehabilitation, storm drain improvement, playground improvement, building modifications such as interior & HVAC. He managed the maintenance, design, construction, and restoration of infrastructure assets throughout the city and managed a staff of thirty employees.



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EXPERTISE

Inspection
Water Supervisor
Water Utilities Manager
Operations Supervisor, Production
Utilities Manager
Water System Supervisor
Storm Water Management
Construction Management
Public Works Construction

EDUCATION

Water Technology & Business
Courses, Mt. San Antonio College,
Walnut

Public Works Inspection, MSA

Construction Management
(CalTrans), CMIA-ABC

REGISTRATIONS

Water Distribution Operator - 5 |
6077

Water Treatment Operator - 2 |
18704

Angel Quintero
Inspector

Angel has over 28 years of public services experience and is a Public Works Program Inspector. He is a licensed Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including Construction Management and Public Works Construction Inspection expertise. He has served as an Inspector and as Water Supervisor position from City of Torrance, Water Utilities Manager position from City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from City of Carlsbad, and Water Systems Supervisor position from City of Pico Rivera.

RECENT RELAVANT EXPERIENCE

Public Works Programs Inspector | City of Pico Rivera

As Public Works Program Inspector, Angel was responsible for inspection of production facilities and programs. This included reservoirs, raw water treatment systems, well development and maintenance, electrical drives, motors, MCC's, interconnections and SCADA systems. As the Chief Operator, he signed off/approved the quantity and quality of water delivered to the City.

Water Supervisor | City of Torrance

As Water Utilities Manager, Angel was responsible for Construction projects, Systems and Programming of water transmission infrastructure maintenance, repair, replacement, valve exercise and flushing programs. He is also experienced in budget preparation and administration.

Utilities Manager| City of Carlsbad

As Utilities Manager, Angel was responsible as the billing liaison and water audits. He is also experienced in Safety Programs such as Injury, Illness, Prevention Program, Emergency Response and Disaster Preparedness and Response Planning.



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preynolds@ladayucg.com

EXPERTISE

City Landscape Architect #4440
Landscape C-27 Contractor
Parks Division Manager
Park Planning Division
Landscape Supervisor
Project Manager
Instructor

EDUCATION

Masters in Professional
Designation Landscape
Architecture Certificate, UCLA

Bachelor in English Literature,
CSUDH

Construction Management
Certificate Program, CSUDH

AutoCAD Release 14 Operator
Certification. CSULB

REGISTRATION/LICENSE

CA Registered Professional
Landscape Architect | 4440
Landscape Contractor License
(C-27) | 418109

Patrick J. Reynolds, PLA

Landscape Architect

Patrick is a Professional Landscape Architect, Landscape C-27 Specialty Contractor, Project Manager, Certified Irrigation Auditor, CEQA and NEPA Certification. Patrick is a Specialist with forty-five years of experience in all aspects of landscape and irrigation plan checking review, the design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments; park master planning; land acquisitions; trails design and construction; preparing Environmental Documents and Reports, environmental preservation and restoration; historical preservation projects, and an expert witness. His Landscape Architect License is 4440 and C-27 license is 418109.

RECENT RELEVANT EXPERIENCE

City Landscape Architect | City of Alhambra

As the City Landscape Architect, Patrick was responsible for landscape and irrigation plan checking and MWELC compliance for private development and capital improvement projects and responsible for all landscape matters in the City of Alhambra.

City Landscape Architect | Park Planning Division | City of Culver City

As the City's licensed Landscape Architect, Patrick was responsible for plan checking landscape and irrigation plans, for providing in-house design-build construction services on all park capital improvement projects, deferred maintenance and unmet needs projects in the Culver City. Hire and manage outside consultants to provide design services, where appropriate. Lead Consultant in conducting the Culver City Parks 25 Year Master Plan. Duties included conducting community meetings, community design charettes, recording community input, research, analysis of existing conditions and unmet needs, design strategies for the data compiled for future parks and open space opportunities in the city. The second phase being the Implementation Plan through a joint collaboration partnerships. Implemented a Playground Safety Program that, to date, has inspected, audited, scoped, and prioritized all the city's playgrounds for replacement, refurbishment and/or retrofitting. Constructed 10 new inclusive playgrounds in twelve years. Instituted the first Playground Safety Program in the City.

City Landscape Architect | City of Culver City

As the sole licensed landscape architect in the City, Patrick was a vital member of the team of the Parks and Recreation Department, Public Works Agency, Planning Division and Redevelopment Agency, providing expertise in analyzing



City of Costa Mesa

*RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects*



proposed projects for compliance with the General and Strategic Plan requirements for land use and development, proposed new and revisions to existing landscape and irrigation designs, aesthetics, zoning, AB-1881 water conservation requirements, review Environmental documents for potential impacts, plan checking landscape and irrigation plans. Advise departments and approve proposed plans for each city agency. Member of the Sustainable Design Committee, which sets sustainable guidelines for the City. Updating the City's Urban Tree Master Plan, the Strategic and General Plans, The Parkway Landscape Ordinance Plan, and have taken the lead in implementing AB-1881, the State Water Model Efficiency Landscape Ordinance for water conservation. Received a 2011 national water conservation award from Toro Corp. for same.

Parks Division Manager | City of Culver City

As Park Division Manager, Patrick was in charge of all aspects of parks planning, construction, operations and maintenance, including plan checking landscape and irrigation plans, all administrative duties for the 10 City parks and open space in the city. Oversee and manage staff of 20, including Park Planning staff, design consultants, parks grounds maintenance in-house staff and outside contracted services that maintain all other city owned properties under the purview of the Parks Division.



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EXPERTISE

Transportation Project Management
Technical Specification Writing
Caltrans Local Assistance Federal-
Aid Process & Project Delivery
Grant and Funds Management
Grant Writing
Federal Transportation
Funding and Financing
Pavement Management -
StreetSaver

EDUCATION

Bachelor of Science, Civil
Engineering University of California,
Davis

REGISTRATIONS

40 Hour Hazardous Material Training
Certification 1998

Ann D. Herner Grant Administrator

Ann holds over 20 years of experience in the public and private engineering sector as a Project Manager/Engineer. Her experience includes project management, oversight of design through construction, and funding accountability of various transportation projects. She consistently meets project schedule requirements and stays within project budgets. She has provided both long/short-term onsite support and staff augmentation for local agencies. Ann is also knowledgeable with the Federal Aid process for funding state and federal projects as well as securing these grants. Her in-depth knowledge of the Federal Aid process and project delivery has assisted local cities in planning and implementing projects on time without risking their state and federal funds.

RECENT RELAVANT EXPERIENCE

Grant Writing

Ann brings grant opportunities to cities and provides strategies in securing funding for capital projects. In the past 9 years, Ann has contributed to the preparation and submittal of grants which has secured millions of grants for cities in bike and pedestrian improvements, traffic signal improvements, intelligent traffic systems, pavement rehabilitation, and safe routes to school improvements. She is well verse in state/federal grant funds including: CMAQ, RSTP, SRTS/SR2S, HSIP/HRRR, ATP, CDBG, and other locally administered funds.

Transportation Programming and Federal/State Funding Administration

Ann brings transportation programming and fed/state funding expertise to local agencies and MPOs. She has worked extensively with Caltrans Local Assistance, California Transportation Commission (CTC) and the Federal Highway Administration on state and federally funded projects and programs. Her in-depth knowledge of federal/state funding allows for efficient troubleshooting that results in creative and realistic solutions to overcome obstacles and deliver projects. Ann has managed millions of dollar projects providing oversight on federally funded projects, from design to construction and project close out. By understanding the network of transportation funding policies and programming in both the local, state and federal level, Ann is able to navigate and plan for projects to be constructed on time as well as optimizing available funding.

Specific services have included:

- Development and implementation of project budget and project tracking

City of Costa Mesa

*RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects*



- Project delivery through Caltrans Environmental/NEPA, Right of Way approval, Design, and Construction phase, including Federal Authorization Approval, CTC Allocation Request, Invoicing submittals, Contract procurement for design and construction, Project reporting and Final Expenditure Report.
- Assist Cities with financial audit and reporting from Caltrans
- DBE assistance, implementation and goal calculation
- Recommend FTIP Amendments for project planning and delivery
- Recommend funding obligations and de-obligations to ensure projects maximize funding opportunities
- Assist in the development and review of MPOs' CMAQ funding guidelines
- Assist MPOs in federal programming procedures and "Calls for Projects"



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omekwian@ladayucg.com

EXPERTISE

Construction Mgmt. Assistant
Associate Engineer
Land Development/Subdivisions
Sewer/Storm Drain Compliance
CIP/Project Management
Report Writing

EDUCATION

Masters in Industrial Chemistry,
King Mongkut's University of
Technology, Thonburi, Thailand

Bachelor of Science in
Biotechnology, Khon Kean
University Thailand

Oranos Mekwian
Associate Engineer

Oranos has experience in supporting Construction Managers in Capital Improvement Projects. She has supported Construction Managers with projects in the Cities of Compton, Lomita, Maywood, Wildomar and many others. Oranos brings project and program technical experience and skills that will be a value to this RFP.

RECENT RELAVANT EXPERIENCE

Assistant Project Engineer | City of Compton

As Assistant Project Engineer, Oranos was responsible for assisting the City with the Four (4) Fire Stations Driveways Aprons Improvement Project and the Compton Boulevard Improvement Project. She has assisted by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Construction Manager Assistant | City of Lomita

As an Assistant Construction Manager in the City of Lomita, Oranos was responsible for assisting the City with the Intersection Improvement at Western Avenue/Palos Verdes Drive North and Pacific Coast Highway/Walnut Street Project. She assisted the Construction Manager by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Associate Engineer | City of Maywood

In the City of Maywood, Oranos assembled a Capital Improvement Program for the City that included a \$1.2 million USEPA/CDBG Major Sewer Replacement Project, assisted in sewer compliance services including establishing a Sewer Service Charge, implementing a Fats, Oils and Grease (FOG) Program, completing a Sanitary Sewer Management Plan (SSMP), a Sewer Master Plan, providing the LARWQCB sufficient information on Hot Spots to allow the City to satisfy a consent decree.



Appendix C: Forms

LCG's submitted forms listed in the Appendix C are shown in the following page. The submitted forms are included:

1. Vendor Application Form
2. Ex Parte Communication Form
3. Disqualification Questionnaire
4. Disclosure of Government Positions
5. Company Profile & References
6. Bidder/Applicant/Contractor Campaign Contribution Disclosure Form



**VENDOR APPLICATION FORM
FOR
RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT
SERVICES FOR VARIOUS PARK PROJECTS**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Laday Consulting Group

Contact Person for Agreement: Daniel R. Garcia, PE, REA, CPP

Title: Vice President/Contract Manager E-Mail Address: dgarcia@ladayucg.com

Business Telephone: (310) 968-7263 Business Fax: N/A

Corporate Mailing Address: 316 Tejon Place

City, State and Zip Code: Palos Verdes Estates, CA 90274

Contact Person for Proposals: Daniel R. Garcia, PE, REA, CPP

Title: Vice President/Contract Manager E-Mail Address: dgarcia@ladayucg.com

Business Telephone: (310) 968-7263 Business Fax: N/A

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

Names & Titles of Corporate Board Members

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

| Names | Title | Phone |
|--------------------------------|----------------|----------------|
| Daniel R. Garcia, PE, REA, CPP | Vice President | (310) 968-7263 |
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Federal Tax Identification Number: EIN: 364967928

City of Costa Mesa Business License Number: N/A

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

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

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. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.



Date: 2/26/24

Signature

Daniel R. Garcia, PE, REA, CPP

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

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 X

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

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): *Sole Proprietor*

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

Business Address: *316 Tejon Place, Palos Verdes Estates, CA 90274*

Website Address: *www.ladayucg.com*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.com*

Length of time the firm has been in business: *9 years*

Length of time at current location: *9 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: *EIN: 364967928*

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: *Daniel R. Garcia, PE, REA, CPP*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.com*

Contact person for accounts payable: *Oranos Mekwian*

Telephone Number: *(925) 464-6356* Facsimile Number: *N/A*

Email Address: *omekwian@ladayucg.com*

Name of Project Manager: *Daniel R. Garcia, PE, REA, CPP*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.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 Huntington Park*

Contact Name: *Steve Forster, Public Works Director*

Contract Amount: *\$500,000*

Email: *sforster@hpca.gov*

Address: *6550 Mile Avenue, Huntington Park, CA 90255*

Brief Contract Description: *CM & Inspection services for Slauson Ave. Congestion Relief Project*

Company Name: *City of Compton*

Telephone Number: *(310) 761-1422*

Contact Name: *John Strickland, Public Works/Engineering Project Manager*

Contract Amount: *Based on hourly as needed services*

Email: *jstrickland@comptoncity.org*

Address: *205 S. Willowbrook Avenue, Compton, CA 90220*

Brief Contract Description: *Provide City Engineer Advisor, CM & Inspection services for Four Fire*

Company Name: *Stations Driveway Aprons Improvement Project, Civil Plan Checking Services, etc.*

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name: *City of Maywood*

Telephone Number: *(323) 365-0013*

Contact Name: *David Mango, Public Works Director/Building Official (retired)*

Contract Amount: *Based on hourly as needed services*

Email: *david.mango@cityofmaywood.org*

Address: *4319 E. Slauson Avenue, Maywood, CA 90270*

Brief Contract Description: *Full-service Engineering including City Engineer managing the CIP,*

Company Name: *coordinate sewer compliance with the Attorney General and LARWQCB and Storm Drain Compliance, etc. and Construction Manager & Inspector for USEPA/CDBG funded major sewer replacement project, FY18/19 and FY19/20 Street Rehabilitation, 2019 Storm Drain Screen Installation, etc.*

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
|------|---------------|------------------------------|-------------------|--------|
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Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

, Daniel R. Garcia, Vice President

Bidder/Applicant/Proposer

2/26/24

Date

EXHIBIT C
CONSULTANT'S COST PROPOSAL



Cost and Proposal (Not-to-exceed total fee)

The rates displayed in the cost proposal below reflect LCG’s current fees and will be in effect during the term of the agreement, which include travel, shipping, supply, and printing/material costs (no separate charges for these items). Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations (such as frozen during the term of this agreement by the term of this approximately 3-year contract).

LCG COST PROPOSAL

| CLASSIFICATION | HOURLY BILLING RATE |
|--|----------------------------|
| Park Program Manager..... | \$170 |
| Registered Development Review Engineer | \$170 |
| Registered Project Manager | \$170 |
| Construction Manager/Resident Engineer, RCE, Prevailing Wage | \$170 |
| Licensed Landscape Architect, PLA | \$170 |
| Inspector, Prevailing Wage | \$160 |
| Grants Administrator | \$160 |
| Associate Engineer | \$110 |

Once a task or phase is known, LCG can provide an estimate of costs for the entire task or phase. Key Personnel are noted in the hourly rates above. No other adjustments are anticipated.

BPR COST PROPOSAL (STRUCTURAL, MECHANICAL, ELECTRICAL SERVICES SUB-CONSULTANT)

We propose to provide all of the requested plan review, inspection, and other building and safety services on an hourly basis utilizing the hourly billing rates identified in the Schedule of Hourly Billing Rates below for the specific labor classification utilized. Plan review services will include an initial review and all back-check reviews as necessary for plan approval.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR’s current hourly billing rates. BPR understands that all rates and costs shall be effective through the term of the agreement.



CLASSIFICATION

HOURLY BILLING RATE

| | |
|--|-------|
| Building Plan Check Project Manager | \$170 |
| Licensed Plan Review Engineer (structural, electrical, mechanical) | \$155 |
| ICC Certified Plans Examiner | \$130 |
| CASp Plans Examiner | \$135 |

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 150% of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.



JMD ENGINEERING COST PROPOSAL (DESIGN SERVICES SUB-CONSULTANT)

CLASSIFICATION

HOURLY BILLING RATE

| | |
|---------------------------------|-------------|
| Design Engineer | \$150 |
| Associate Design Engineer | \$130 |
| Traffic Associate | \$120-\$130 |
| Traffic Assistant | \$110 |

COAST SURVEYING, INC. COST PROPOSAL (LAND SURVEYING SERVICES SUB-CONSULTANT)

CLASSIFICATION

HOURLY BILLING RATE

| | |
|---|-------|
| Principal-in-charge, PLS | \$270 |
| Survey Manager, PLS | \$215 |
| Project Surveyor, PLS | \$186 |
| Field Coordinator | \$170 |
| Survey Technician | \$143 |
| 2 Person Survey Party w/Equipment | \$320 |

- These hourly rates are effective through December 31, 2023. The hourly rates thereafter are subject to an annual escalation of 3.00% on January 1st of each following year.

City of Costa Mesa

*RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects*



- Coast is signatory with Local 12, Operating Engineers, and will follow the Union rules concerning the payment of Regular Rates, Overtime Rates, and Double Time Rates.
- Overtime rates are payable at 1.25 times the regular rate in effect at that time.
- Double time rates are payable at 1.50 times the regular rate in effect at that time.
- Costs for monuments, prints, research materials, and other incidental or special supplies will be billed at cost.



**NINYO & MOORE COST PROPOSAL (GEOTECHNICAL SERVICES
SUB-CONSULTANT)**

See Ninyo & Moore Cost Proposal in the following pages.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

| | |
|---|--------|
| Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist | \$ 250 |
| Senior Engineer/Geologist/Environmental Scientist | \$ 235 |
| Senior Project Engineer/Geologist/Environmental Scientist | \$ 220 |
| Project Engineer/Geologist/Environmental Scientist | \$ 210 |
| Senior Staff Engineer/Geologist/Environmental Scientist | \$ 200 |
| Staff Engineer/Geologist/Environmental Scientist | \$ 180 |
| GIS Analyst | \$ 160 |
| Technical Illustrator/CAD Operator | \$ 140 |

Field Staff

| | |
|--|--------|
| Certified Asbestos/Lead Technician | \$ 220 |
| Field Operations Manager | \$ 150 |
| Nondestructive Examination Technician (UT, MT, LP) | \$ 145 |
| Supervisory Technician | \$ 140 |
| Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) | \$ 135 |
| Senior Technician | \$ 135 |
| Technician | \$ 130 |

Administrative Staff

| | |
|---|--------|
| Information Specialist | \$ 120 |
| Geotechnical/Environmental/Laboratory Assistant | \$ 120 |
| Data Processor | \$ 95 |

Other Charges

| | |
|--|----------------|
| Concrete Coring Equipment (includes technician) | \$ 190/hr |
| Anchor Load Test Equipment (includes technician) | \$ 190/hr |
| GPR Equipment | \$ 180/hr |
| Inclinometer | \$ 100/hr |
| Hand Auger Equipment | \$ 80/hr |
| Rebar Locator (Pachometer) | \$ 25/hr |
| Vapor Emission Kit | \$ 65/kit |
| Field Equipment | \$ 12/hr |
| X-Ray Fluorescence | \$ 70/hr |
| PID/FID | \$ 25/hr |
| Air Sampling Pump | \$ 10/hr |
| Field Vehicle | \$ 15/hr |
| Expert Witness Testimony | \$ 450/hr |
| Direct Expenses | Cost plus 15 % |
| Special equipment charges will be provided upon request. | |

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

| | |
|--|--------|
| Atterberg Limits, D 4318, CT 204 | \$ 170 |
| California Bearing Ratio (CBR), D 1883 | \$ 550 |
| Chloride and Sulfate Content, CT 417 & CT 422 | \$ 175 |
| Consolidation, D 2435, CT 219 | \$ 300 |
| Consolidation, Hydro-Collapse only, D 2435 | \$ 150 |
| Consolidation – Time Rate, D 2435, CT 219 | \$ 200 |
| Direct Shear – Remolded, D 3080 | \$ 350 |
| Direct Shear – Undisturbed, D 3080 | \$ 300 |
| Durability Index, CT 229 | \$ 175 |
| Expansion Index, D 4829, IBC 18-3 | \$ 190 |
| Expansion Potential (Method A), D 4546 | \$ 170 |
| Geofabric Tensile and Elongation Test, D 4632 | \$ 200 |
| Hydraulic Conductivity, D 5084 | \$ 350 |
| Hydrometer Analysis, D 6913, CT 203 | \$ 220 |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils | \$ 120 |
| Moisture Only, D 2216, CT 226 | \$ 35 |
| Moisture and Density, D 2937 | \$ 45 |
| Permeability, CH, D 2434, CT 220 | \$ 300 |
| pH and Resistivity, CT 643 | \$ 175 |
| Proctor Density D1557, D 698, CT 216, AASHTO T-180 | \$ 220 |
| Proctor Density with Rock Correction D 1557 | \$ 340 |
| R-value, D 2844, CT 301 | \$ 375 |
| Sand Equivalent, D 2419, CT 217 | \$ 125 |
| Sieve Analysis, D 6913, CT 202 | \$ 145 |
| Sieve Analysis, 200 Wash, D 1140, CT 202 | \$ 100 |
| Specific Gravity, D 854 | \$ 125 |
| Thermal Resistivity (ASTM 5334, IEEE 442) | \$ 925 |
| Triaxial Shear, C.D., D 4767, T 297 | \$ 550 |
| Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt | \$ 450 |
| Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt | \$ 350 |
| Triaxial Shear, U.U., D 2850 | \$ 250 |
| Unconfined Compression, D 2166, T 208 | \$ 180 |

MASONRY

| | |
|---|--------|
| Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67 | \$ 70 |
| Brick Compression Test, C 67 | \$ 55 |
| Brick Efflorescence, C 67 | \$ 55 |
| Brick Modulus of Rupture, C 67 | \$ 50 |
| Brick Moisture as received, C 67 | \$ 45 |
| Brick Saturation Coefficient, C 67 | \$ 60 |
| Concrete Block Compression Test, 8x8x16, C 140 | \$ 70 |
| Concrete Block Conformance Package, C 90 | \$ 500 |
| Concrete Block Linear Shrinkage, C 426 | \$ 200 |
| Concrete Block Unit Weight and Absorption, C 140 | \$ 70 |
| Cores, Compression or Shear Bond, CA Code | \$ 70 |
| Masonry Grout, 3x3x6 prism compression, C 39 | \$ 45 |
| Masonry Mortar, 2x2 cube compression, C 109 | \$ 35 |
| Masonry Prism, half size, compression, C 1019 | \$ 120 |
| Masonry Prism, Full size, compression, C 1019 | \$ 200 |

REINFORCING AND STRUCTURAL STEEL

| | |
|---|--------|
| Chemical Analysis, A 36, A 615 | \$ 135 |
| Fireproofing Density Test, UBC 7-6 | \$ 90 |
| Hardness Test, Rockwell, A 370 | \$ 80 |
| High Strength Bolt, Nut & Washer Conformance, per assembly, A 325 | \$ 150 |
| Mechanically Spliced Reinforcing Tensile Test, ACI | \$ 175 |
| Pre-Stress Strand (7 wire), A 416 | \$ 170 |
| Reinforcing Tensile or Bend up to No. 11, A 615 & A 706 | \$ 75 |
| Structural Steel Tensile Test: Up to 200,000 lbs., A 370 | \$ 90 |
| Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI | \$ 80 |

CONCRETE

| | |
|---|----------|
| Compression Tests, 6x12 Cylinder, C 39 | \$ 35 |
| Concrete Mix Design Review, Job Spec | \$ 300 |
| Concrete Mix Design, per Trial Batch, 6 cylinder, ACI | \$ 850 |
| Concrete Cores, Compression (excludes sampling), C 42 | \$ 120 |
| Drying Shrinkage, C 157 | \$ 400 |
| Flexural Test, C 78 | \$ 85 |
| Flexural Test, C 293 | \$ 85 |
| Flexural Test, CT 523 | \$ 95 |
| Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ 275 |
| Lightweight Concrete Fill, Compression, C 495 | \$ 80 |
| Petrographic Analysis, C 856 | \$ 2,000 |
| Restrained Expansion of Shrinkage Compensation | \$ 450 |
| Splitting Tensile Strength, C 496 | \$ 100 |
| 3x6 Grout, (CLSM), C 39 | \$ 55 |
| 2x2x2 Non-Shrink Grout, C 109 | \$ 55 |

ASPHALT

| | |
|---|----------|
| Air Voids, T 269 | \$ 85 |
| Asphalt Mix Design, Caltrans (incl. Aggregate Quality) | \$ 4,500 |
| Asphalt Mix Design Review, Job Spec | \$ 180 |
| Dust Proportioning, CT LP-4 | \$ 85 |
| Extraction, % Asphalt, including Gradation, D 2172, CT 382 | \$ 250 |
| Extraction, % Asphalt without Gradation, D 2172, CT 382 | \$ 150 |
| Film Stripping, CT 302 | \$ 120 |
| Hveem Stability and Unit Weight D 1560, T 246, CT 366 | \$ 225 |
| Marshall Stability, Flow and Unit Weight, T 245 | \$ 240 |
| Maximum Theoretical Unit Weight, D 2041, CT 309 | \$ 150 |
| Moisture Content, CT 370 | \$ 95 |
| Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371 | \$ 1,000 |
| Slurry Wet Track Abrasion, D 3910 | \$ 150 |
| Superpave, Asphalt Mix Verification (incl. Aggregate Quality) | \$ 4,900 |
| Superpave, Gyration Unit Wt., T 312 | \$ 100 |
| Superpave, Hamburg Wheel, 20,000 passes, T 324 | \$ 1,000 |
| Unit Weight sample or core, D 2726, CT 308 | \$ 100 |
| Voids in Mineral Aggregate, (VMA) CT LP-2 | \$ 90 |
| Voids filled with Asphalt, (VFA) CT LP-3 | \$ 90 |
| Wax Density, D 1188 | \$ 140 |

AGGREGATES

| | |
|--|----------|
| Clay Lumps and Friable Particles, C 142 | \$ 180 |
| Cleaness Value, CT 227 | \$ 180 |
| Crushed Particles, CT 205 | \$ 175 |
| Durability, Coarse or Fine, CT 229 | \$ 205 |
| Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234 | \$ 180 |
| Flat and Elongated Particle, D 4791 | \$ 220 |
| Lightweight Particles, C 123 | \$ 180 |
| Los Angeles Abrasion, C 131 or C 535 | \$ 200 |
| Material Finer than No. 200 Sieve by Washing, C 117 | \$ 90 |
| Organic Impurities, C 40 | \$ 90 |
| Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260 | \$ 1,250 |
| Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260 | \$ 950 |
| Potential Reactivity of Aggregate (Chemical Method), C 289 | \$ 475 |
| Sand Equivalent, T 176, CT 217 | \$ 125 |
| Sieve Analysis, Coarse Aggregate, T 27, C 136 | \$ 120 |
| Sieve Analysis, Fine Aggregate (including wash), T 27, C 136 | \$ 145 |
| Sodium Sulfate Soundness, C 88 | \$ 450 |
| Specific Gravity and Absorption, Coarse, C 127, CT 206 | \$ 115 |
| Specific Gravity and Absorption, Fine, C 128, CT 207 | \$ 175 |

ROOFING

| | |
|--|--------|
| Roofing Tile Absorption, (set of 5), C 67 | \$ 250 |
| Roofing Tile Strength Test, (set of 5), C 67 | \$ 250 |

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

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

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