



FINANCE COMMITTEE AGENDA

Tuesday, May 12, 2020

8:30 AM

Teleconference Dial-in Number: (714) 671-3685

Participant Code: 346-829-18

Direct Dial Extension: 1113

MEMBERS: Mayor Marty Simonoff and Council Member Cecilia Hupp
ALTERNATE: Council Member Christine Marick

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on May 12, 2020 at 8:30 AM via a teleconference call and the public is welcome to participate. The Dial-in Number is (714) 671-3685 and the Participant Code is 346-829-18. The agenda packet can be viewed on the City of Brea's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676.

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of April 28, 2020 Meeting

Attachments

Minutes

DISCUSSION

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

3. Professional Services Agreement with Kimley-Horn for Environmental Phase of Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Interchange Improvements Project (CIP 7306)

Attachments

7306 CIP Map

Caltrans Letter of Support

RFP

Proposal and Fee

Professional Services Agreement

4. Revise Scope of Work for Pump Replacement and Enclosures at Carbon Canyon Booster Stations 2 & 3 Projects; Add New CIP Project for Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park; and Approve Professional Services Agreement with NV5 for Design Services

Attachments

Attachment A - Vicinity Map

Attachment B - Site Plan

Attachment C - Reso

Attachment D - Proposal & Fee

Attachment E - Professional Services Agreement

5. Fiscal Year 2020-21 Refuse Rates - Informational (Faith Madrazo)

Attachments

Memorandum

6. Schedule Next Meeting: May 26, 2020

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: Bill Gallardo

DATE: 05/12/2020

SUBJECT: Approval of Minutes of April 28, 2020 Meeting

Attachments

Minutes



FINANCE COMMITTEE MINUTES

**Tuesday, April 28, 2020
8:30 AM**

Teleconference Dial-in Number: (714) 671-3685

Participant Code: 633-672-10

Direct Dial Extension: 1113

This meeting was conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting was held via a teleconference call at which time the public was welcome to participate.

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Tony Olmos, Cindy Russell, Bill Bowlus, Michael Ho, Faith Madrazo, Will Wenz and Alicia Brenner

1. Matters from the Audience – *None*.

CONSENT

2. Approval of Minutes of February 25, 2020 Meeting – *Approved*.

DISCUSSION

3. Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with T.E. Roberts, Inc. for Eagle Hills Tract Water Improvements, CIP No. 7467, ("Project") – *Committee discussed item and recommended the staff report be revised to include clarifying language as to why the budget increased from \$1,575,000 to \$3,465,000. Recommended for City Council Approval.*
4. Maintenance Agreement for Citywide Graffiti Removal Service – *Committee discussed item and recommended the Consumer Price Index (CPI) in the agreement be revised to specify the evaluation period be for prior calendar year ending December. Recommended for City Council Approval*
5. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2019-20 – *Recommended for City Council Approval.*
6. Schedule Next Meeting: Tuesday, May 12, 2020

Meeting adjourned: 8:49 a.m.

cc: Mayor Pro Tem Steven Vargas
Council Member Christine Marick
Council Member Glenn Parker

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 05/12/2020

SUBJECT: Professional Services Agreement with Kimley-Horn for Environmental Phase of Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Interchange Improvements Project (CIP 7306)

RECOMMENDATION

Approve Professional Services Agreement (PSA) with Kimley-Horn in the amount of \$290,397.85 plus 15% contingency.

BACKGROUND/DISCUSSION

Currently, a southbound single lane on-ramp from Imperial Highway (SR-90) to the southbound SR-57 extends from a dedicated eastbound lane on SR-90. The distance between the State College Boulevard intersection and the ramp divergence point is approximately 400 feet, which often leads to significant traffic queuing during peak hour traffic.

In 2011, the City completed an update to the Transportation Improvement Nexus Program Study (Study) that identified 11 traffic improvement projects throughout the City, which included the Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Improvements. The project was to address traffic operation issues on Imperial Highway between Randolph Avenue and the freeway interchange. It would include improvements to the southbound on-ramp to provide for additional queuing on the ramp, lane configuration modifications, traffic signal and overhead signing improvements. The 2011 Study estimated this improvement project to cost \$2.5M.

Since this improvement project is entirely within State right-of-way (ROW), the project approach must follow Caltrans standards in project delivery. This delivery method is called the Permit Engineering Evaluation Report (PEER) process. The PEER is required prior to start of any design and construction. The PEER process is intended to streamline the processing of projects, reducing the steps in the project development process and for non-complex projects valued less than \$3M in construction cost. This PEER process will save in project development cost and time.

Staff intends to deliver this project in two phases. The first phase involves selecting an engineering firm to prepare the PEER and secure Caltrans' approval through the PEER process. After completion of phase one, phase two would include submitting an application through the Orange County Transportation Authority (OCTA) Measure M2 Call for Project Grants to fund the design and construction of the project. The City has been very successful

in past grant applications and has received a letter of support from Caltrans on October 30, 2019 for this project (see attachment B). With a letter of support from Caltrans and an approved Caltrans' PEER, the City is expected to receive a high score in the OCTA Call for Projects.

For Phase One, staff issued a Request for Proposals ("RFP") for professional design services to complete the Permit Engineering Evaluation Report on December 11, 2019. Two proposals were received from the following firms:

1. Michael Baker International
2. Kimley-Horn

The proposals were reviewed and rated based on the firms' relevant design engineering experience, understanding of the scope of work, qualifications of proposed project team, work schedule, and cost effectiveness. Copies of the proposals are on file in the office of the City Engineer. Both firms submitted clear and precise proposals and scored high, but Kimley-Horn stood out for its recent experiences on similar projects. Kimley-Horn recently implemented over six ramp-widening projects which gives the City the benefit of lessons learned and the latest Caltrans' guidance for increased efficiency in obtaining approvals and delivering the Project.

If the Professional Service Agreement is approved by the City Council, Kimley-Horn is prepared to start immediately following issuance of a Notice to Proceed and to coordinate the work with Caltrans. Upon completion and approval of the PEER Permit, staff intends to submit an application for the design and construction phase of the project in the OCTA Call for Projects.

SUMMARY/FISCAL IMPACT

A total Project budget of \$1.2 Million of Traffic Impact Funds was approved for FY 2019-20 within the CIP. The Project has sufficient funding to complete Phase One of the scope of work as outlined within Kimley-Horn's proposal in the amount of \$290,397.85 plus a 15% contingency. Staff is requesting a 15% contingency based upon past working history of Caltrans in requesting unforeseen scope items. Since this Project is funded by the Traffic Impact Fund (Fund 182) within the CIP, there will be no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

7306 CIP Map

Caltrans Letter of Support

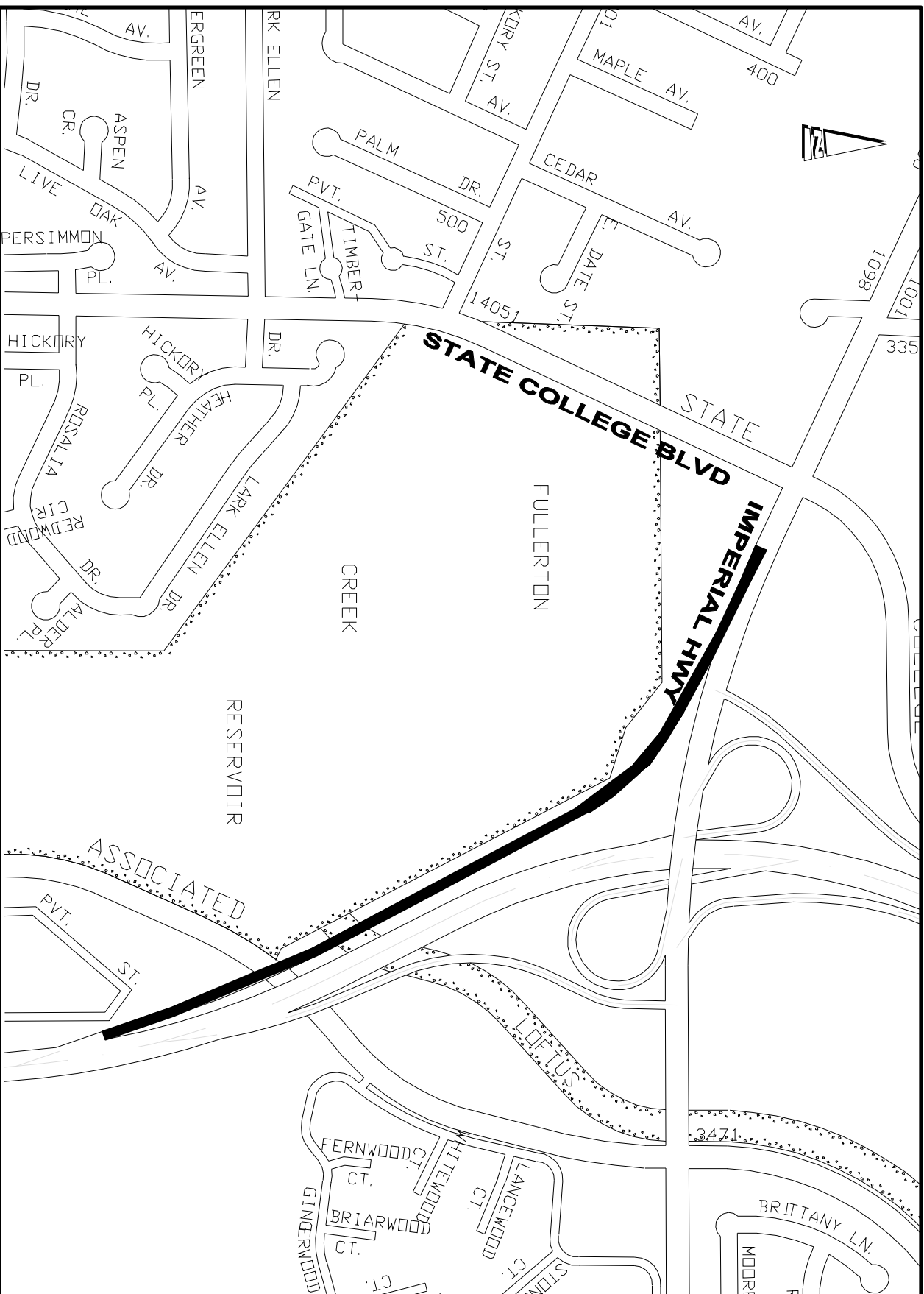
RFP

Proposal and Fee

Professional Services Agreement

PROJECT 7306

IMPERIAL HWY/SR-57 INTERCHANGE IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

DEPARTMENT OF TRANSPORTATION

DISTRICT 12

1750 EAST 4TH STREET, SUITE 100

SANTA ANA, CA 92705

PHONE (657) 328-6000

FAX (657) 328-6522

TTY 711

www.dot.ca.gov/caltrans-near-me/district12*Making Conservation
a California Way of Life.*

October 30, 2019

Mr. Michael Ho
Deputy Director of Public Works/City Engineer
City of Brea
1 Civic Center Circle, Brea CA 92821

Dear Mr. Ho:

The California Department of Transportation (Caltrans) supports the City of Brea's efforts to seek grant funding opportunities for the eastbound Imperial Highway (SR-90) to southbound Orange Freeway (SR-57) on-ramp project development (Project).

Currently the eastbound SR-90 to southbound SR-57 onramp consists of one dedicated lane at the entrance. The dual left-turn lanes from southbound S Randolph Avenue and State College Boulevard from Brea Mall are queuing through several cycles due to the bottleneck originated from the eastbound SR-90 to southbound SR-57 onramp.

The Project proposes to add a shared optional lane from eastbound SR-90 number three lane to the SB-57 onramp and create operational advantages by allowing vehicles to continue eastbound SR-90 or turn onto the southbound SR-57 on-ramp. The existing dedicated on ramp lane would remain.

The benefits would eliminate the congestion on eastbound SR-90 number three lane, alleviate the backup on southbound left turn lanes from S Randolph and State College Boulevard, and reduce conflicts caused by weaving and last-minute lane change to the southbound SR-57 on-ramp.

The proposed project will be subject to Caltrans' design policy and guidelines during the review process. Caltrans looks forward to continuing partnership with the City of Brea and wish city success in securing project funding.

Mr. Michael Ho
October 30, 2019
Page 2

If you have any questions or concerns, please contact Simin Arazbegi at (657) 328-6014.

Sincerely,



Simin Arazbegi
Project Manager

c: Adnan Maiah, Deputy District Director, Capital Program, Caltrans
Lisa Ramsey, Office Chief Design 2, Caltrans
Joseph Lee, Branch Chief Design A, Caltrans



CITY OF BREA

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

REQUEST FOR PROPOSALS (RFP)

**Professional Consulting Services
for**

IMPERIAL HIGHWAY (SR-90) AT 57 FREEWAY SOUTHBOUND ON-RAMP PROJECT INITIATION DOCUMENT (PID)

**Engineering Division
Public Works Department
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

Key RFP Dates

Issued:

December 11, 2019

Proposals Due:

January 9, 2020

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ATTACHMENTS

CALTRANS LETTER OF SUPPORT

2018 TRAFFIC DATA

CITY OF BREA

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)

for

Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation
Document (PID)

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

no later than 2:00 P. M. on January 9, 2020. Original plus three (3) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

Michael S. Ho, P.E.
Deputy Director/City Engineer
Phone: 714-990-7657
Email: michaelh@cityofbrea.net

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. CITY CONTACT

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle, Brea, CA 92821-5732
Phone: 714-990-7657, Fax: 714-990-2258
Email: michaelh@cityofbrea.net

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., December 20, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail or Personal Courier:
Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
 - (2) E-Mail: Michael S. Ho, P.E., Deputy Director/City Engineer, e-mail address is michaelh@cityofbrea.net.

3. Consultant Project Manager - Contact Information

The requested services are for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID). All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **michaelh@cityofbrea.net**.

4. City Responses

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to michaelh@cityofbrea.net with the subject title "Email notifications for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID) RFP".

E. SUBMISSION OF PROPOSALS

1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on
January 9, 2020.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

2. Address

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Michael S. Ho, P.E.,
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

3. Identification of Proposals

Offeror shall submit original plus three (3) copies and PDF (on CD or a flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows: **"Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)"**

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.

- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. PROTEST PROCEDURES

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

I. FEE PROPOSAL

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

J. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

K. INSURANCE REQUIREMENTS

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Construction Manager, Inspector and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

c. Detailed Work Plan

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

1. Fee Proposal

Provide a schedule of hourly rates that will be charged to perform services specified in Section III.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III

EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; experience working on federally funded projects; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

SECTION IV
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____ for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and _____, a [state] [type of entity] ("Consultant").

RECITALS

A. City has issued a Request for Proposal for the Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID). A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

NOW, THEREFORE, the parties agree as follows:

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) Services: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term: This Agreement is effective as of [REDACTED] and shall remain in full force and effect until one (1) year or unless terminated pursuant to Section 8 below.

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

(e) Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. Compensation Limit:

(a) Term Limit: In no event shall Consultant, or any person claiming by or through Consultant, be paid an amount in excess of _____ dollars (\$_____) during the term of this Agreement.

(b) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the

annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all

CITY OF BREA
SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
1 Civic Center Circle
Brea, CA 92821
michaelh@ci.brea.ca.us

CONSULTANT REPRESENTATIVE

CONSULTANT NAME
Consultant Title
Consultant Address
Consultant Address
Consultant Address

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

CITY OF BREA
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(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions ("malpractice") of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of services on City's behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

CITY OF BREA
SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by

the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys’ fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including

liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of ___N/A___ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a

fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF BREA
SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[Consultant name]

[use this signature block if Consultant is a corporation]

Signature

Signature

Printed Name

Printed Name

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Consultant is a limited liability company]

Manager

Manager

Printed Name

Printed Name

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Mayor

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

I. PROPOSED SCOPE OF SERVICES

In 2011, the City of Brea completed a Transportation Improvement Nexus Program Study. The Study provided future transportation improvements based upon an early 1990's Brea Area Traffic model for growth. One of the improvements list in the Study is for the interchange of Imperial Highway (SR-90) at SR-57 south bound on-ramp.

Currently, on SR-90 in the eastbound direction, there is only one lane for the southbound on-ramp to SR-57. This one lane causes backups, weaving and illegal lane changes along eastbound SR-90. At the adjacent intersections of SR-90 at State College Boulevard and Randolph Avenue, the southbound dual left turn #2 lane is queue through a few cycles as that is only lane to access the SR-57 on ramp. These are the main intersections of the Brea Mall.

The proposed improvement will add a shared thru and right turn lane. The shared thru/right turn lane will allow vehicles to continue east bound SR-90 or right turn onto the southbound SR-57 access. The existing right turn on ramp lane would remain. This proposed shared thru/right turn lane would allow for additional capacity onto SR-57.

The benefits would eliminate the east bound number three lane queueing capacity back up, eliminate the southbound left turn back up queue and eliminate the cross over weaving through three lanes to access the southbound SR-57 access. Similar to the I-5 at Lake Forest Drive North Bound On-Ramp in the City of Lake Forest.

The City desires to fully implement this project and understands the full cooperation of Caltrans is required as this is 100% State ROW. Based on the scope and location the Caltrans preliminary design requirements requires the Project Initiation Document (PID). The scope of work shall be in compliance with Chapter 9 of the Caltrans Project Development Procedures Manual.

SCOPE OF WORK

To prepare a Project Initiation Document (PID) approved and accepted by both Caltrans and City. The following are but not limited to suggested scope and task within said PID.

1. Detailed Traffic Study - Traffic operations analysis will be conducted for three (3) analysis peaks (Weekday AM, Weekday PM, and Saturday Middy) for the following three (3) scenarios using Synchro analysis software:
 - a. Existing Year
 - b. Design Year No-Build
 - c. Design Year Build

CITY OF BREA

SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

2. Stormwater Data Reports – prepare a SWDR in conformance with the Caltrans Project Planning and Design Guide (PPDG) (latest edition) and requirements. The SWDR will include the following information: project description of the build alternative, identification of the receiving water bodies, proposed Design Pollution Prevention and Treatment BMPs, costs, and checklists.
3. Prepare a PID Transportation Management Plan (TMP) Data Sheet.
4. Prepare PID Cost Estimate - prepare the PID Cost Estimate for the Build Alternative that is developed in coordination with the City and Caltrans.
5. Meetings and Project Management – Prepare a total of five (5) meetings. These can be for any purpose, kick-off meeting, focus meeting, City Council briefings and or elected officials.

Deliverable:

1. PID Development Schedule
2. Fully accepted and approved by Caltrans and City of Brea Project Initiation Document (PID).

SECTION VI

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

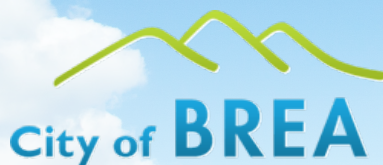
Date _____

Name: _____

Title: _____



PREPARED FOR



Proposal for

IMPERIAL HIGHWAY (SR-90) at 57 FREEWAY SOUTHBOUND ON-RAMP

Project Initiation Document (PID)



PREPARED BY
Kimley»Horn



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LETTER OF TRANSMITTAL

January 9, 2020

Mr. Michael S. Ho, P.E.

Deputy Director of Public Works/City Engineer

Public Works Department - Engineering Division

City of Brea, 1 Civic & Cultural Center, Brea, CA 92821-5732

» 765 The City Drive

Suite 200

Orange, CA 92868

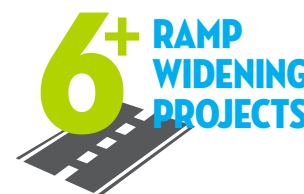
TEL 714.939.1030

RE: Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)

Dear Mr. Ho and Members of the Selection Committee:

The City has a great opportunity to improve traffic circulation around the Brea Mall and enhance access to the 57 Freeway through widening of the southbound on-ramp from SR-90 to SR-57 resulting in a two-lane entrance from SR-90. This will reduce delays experienced along Imperial Highway and compliment planned improvements to the mall.

Being completely within Caltrans right-of-way, it is very important to have Caltrans support and a consultant with a good understanding of their processes. For this first item, the letter from Caltrans dated October 30, 2019 provides reassurance of their support and a positive indication that they will work with the City for a successful project. For the second item, Kimley-Horn is unmatched in navigating the Caltrans process on a project of this type. **Our Team has recently implemented over six ramp widening projects, having gone all the way through construction on several, and currently implementing others. This gives the City the benefit of lessons learned and the latest Caltrans guidance for increased efficiency in obtaining approvals and delivering the Project.**



The RFP states a Project Initiation Document (PID). **Based on our understanding of the Project and our experience on many similar ones, we believe this Project should follow the Caltrans Permit Engineering Evaluation Report**

**CALTRANS
PEER**



(PEER) Process, and we have outlined our specific reasoning and references to Caltrans guidance in Section 1C of this proposal. This essentially provides PID, Preliminary Engineering and Environmental Approvals (PAVED), and Final Design (PS&E) into a single abbreviated process based on project complexity and construction cost within Caltrans right-of-way.



We have compiled a team utilizing our previous experience and up-to-date knowledge of Caltrans standards, environmental compliance, and the approval process. Our Team is available and excited about the opportunity to deliver this Project for the City. **The majority of work will be performed by Kimley-Horn staff that have worked together on several similar projects.**

We have added the following subconsultants to compliment our Team based on their specialty and experience in working with our Team members on similar projects. More information on our subconsultants, including value added, can be found in Section 1C of this Proposal.



FIRM/ROLE	CONTACT
Earth Mechanics, Inc. <i>Geotechnical Engineering and Aerially Deposited Lead (ADL)</i>	Lino Cheang, Principal 17800 Newhope Street, Suite B, Fountain Valley, CA 92708 Telephone: 714.751.3826 Fax: 714.751-3928
BKF Engineers <i>Field Surveys/Mapping</i>	Davis Thresh, PLS, Principal/Vice President 4675 MacArthur Court, Suite 400, Newport Beach CA 92660 Telephone: 949.526.8460 Fax: 949.526.8499
VCS Environmental <i>Cultural Resources</i>	Patrick O. Maxon, M.A., RPA, Director, Cultural Services 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675 Telephone: 949.234.6077

I am truly excited to present this talented Team that has worked together so extensively over recent years. Our proposal demonstrates our proven experience, innovative ideas, and value added in multiple areas. We acknowledge receipt of Addendum Number 01, dated December 20, 2019 for this RFP. Our proposal shall remain valid for a period of not less than 90 days from the date of submittal. All information submitted with the proposal is true and correct. If you have any questions as you review our proposal, feel free to contact me at any time.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Darren Adrian, P.E.

Project Manager and Authorized Signer

Offeror Information: Kimley-Horn and Associates, Inc.

Corporate Address: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

Telephone: 919.677.2000 | Fax: 919.677.2050

Contact: Darren Adrian, Project Manager and Vice President

765 The City Drive, Suite 200, Orange, CA 92868 | 714.705.1304





**IMPERIAL HIGHWAY (SR-90) AT
57 FREEWAY SOUTHBOUND ON-RAMP
PROJECT INITIATION DOCUMENT (PID)
CITY OF BREA, CALIFORNIA
ADDENDUM NUMBER 01
December 20, 2019**

Notice to All:

Please note the following **CHANGE** have been made to the subject Bid Documents:

THE NEW PROPOSAL DATE IS DUE JANUARY 23, 2020.

Please sign, date and acknowledge receipt and review of Addendum No. 01, dated December 20, 2019. It is understood that this document shall be incorporated in the proposal.

Michael Ho,
Deputy Director/City Engineer

☒ I acknowledge receipt and review of Addendum No. 01, dated December 20, 2019 and this document is to be incorporated in the proposal.

Darren J. Adrian, Vice President

January 23, 2020

Printed Name

Signature

Date

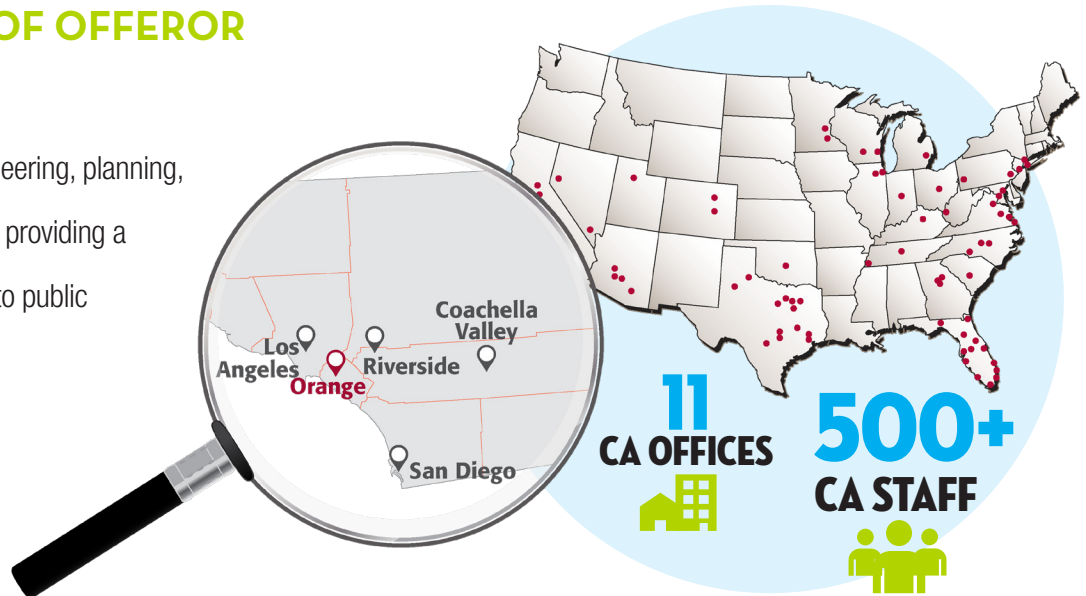


SECTION 1. TECHNICAL PROPOSAL

A. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF OFFEROR

FIRM PROFILE

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967 as a corporation, our company has grown from a small group of traffic engineers and



transportation planners to a multidisciplinary firm of more than 4,200 professionals in 90 offices nationwide, including 11 offices in California with more than 500 engineers, planners, designers, and technicians. Kimley-Horn's continued growth and stability over the past 53 years is reflected in our steady rise on *Engineering News-Record's* list of top design firms in the nation. ***We first appeared on the list in 1981, ranked 421st; in 2019 we ranked 21st.***

SERVICES WE OFFER

Kimley-Horn Offers Extensive Transportation Planning and Design Experience:

- Caltrans PID, PA&ED, and PS&E Expertise
- Caltrans PEER/Streamlined Oversight Process experience
- Caltrans Local Assistance Experience
- Civil/Roadway Planning and Engineering
- Structural Design
- Utilities Design and Coordination
- Drainage, Water Quality
- Traffic Studies and Traffic Engineering
- Active Transportation
- Landscape Architecture and Aesthetics
- NEPA/CEQA
- State and Federal Funding
- Grade Separations
- Right-of-Way Acquisition/Processing



FIRM'S FINANCIAL CONDITION

Kimley-Horn had 2018* revenues of \$907 million. We have been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2018*, the firm had total assets of \$450 million and stockholder's equity of approximately \$129 million. In addition to the financial resources noted, Kimley-Horn also has an unused \$10 million operating line of credit available for short-term cash flow needs. Our cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact: Brian Gallagher, Senior Vice President, Wells Fargo Bank, N.A., 150 Fayetteville Street, Suite 600, PO Box 3008, Raleigh, NC 27601; 919.881.7022. Kimley-Horn does not have any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that will impede in our firm's ability to complete the project. **2019 financial information is not currently available.*

EXPERIENCE IN PERFORMING WORK OF A SIMILAR NATURE

Our professionals are highly experienced in solving challenges unique to roadway and freeway interchange projects. The local staff in Orange that we have identified to work on this Project have specialized in freeway interchange ramp modifications and similar improvements within Caltrans Districts 7, 8, and 12 (D7, D8 and D12). Our team has gained the trust of D12 staff and their decision makers, helping us push forward innovative solutions that address stakeholders' concerns. We understand Caltrans procedures, enabling us to minimize delays and rework of our submittals, and our network of relationships enables our team to provide a high level of service.

ROADWAY AND FREEWAY INTERCHANGES

Kimley-Horn's project team has extensive experience in completing projects that require close coordination with Caltrans. Most recently, the proposed Team for this Project have worked together to complete construction on two similar ramp modifications within Orange County (D12), one in Los Angeles County (D7) and are currently completing approvals on two more projects in Riverside County (D8). The Caltrans process for these is very different than that of a significant interchange improvement, and our staff have developed such a thorough understanding of this that we are able to lead Caltrans functional units through the process when necessary. We routinely work with agencies across California to help them shepherd their projects through the Caltrans PEER—from small sidewalk and pedestrian safety projects to larger freeway-improvement projects that require meeting federally funded project requirements in the design and funding administration.



OUR TEAM'S EXPERIENCE WORKING WITH VARIOUS GOVERNMENT AGENCIES

For more than 53 years, Kimley-Horn has excelled at delivering complex projects for local agencies. We have built strong relationships with municipalities and agencies throughout Orange and Los Angeles counties, including Caltrans District 12 and the Orange County Transportation Authority (OCTA). The Kimley-Horn team has been providing professional services for projects and on-call tasks for Cities, Counties, OCTA, and Caltrans for more than three decades.

Our Orange office has served local government agencies with planning and design projects since 1988. Our reputation and relationships have extended to each city, Caltrans District 12, and other approving agencies necessary for successful projects.

PAST JOINT WORK WITH SUBCONTRACTORS

We have identified the following subcontractors to help successfully deliver this Project:

- Earth Mechanics, Inc. – Geotechnical Engineering and ADL Reporting
- BKF Engineers – Field Surveys and Mapping
- VCS Environmental – Cultural Resources

These partners were selected based on their expertise, experience on similar projects, and experience working with Kimley-Horn staff assigned to the Project.



Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

Earth Mechanics, Inc. (EMI) has specialized in geotechnical engineering for over 30 years with headquarters in Fountain Valley, California and offices in San Bernardino, San Pedro, Hayward, and San Marcos. Kimley-Horn, and specifically the staff assigned to this Project, have relied on EMI for reports with recommendations for pavement sections, retaining wall design, slope design, corrosivity, and other geotechnical parameters that are needed for this Project. EMI also performs Aerially Deposited Lead (ADL) Studies. They understand Caltrans requirements for the field work and reports. ***Most recently, EMI worked with Kimley-Horn staff on the ACE Fullerton Road Grade Separation and McKinley Grade Separation projects.***



ENGINEERS / SURVEYORS / PLANNERS

BKF Engineers is a full-service civil engineering firm, established in 1915 with 15 regional offices strategically located throughout California. Kimley-Horn has partnered with BKF throughout California, but ***most recently, the local staff in Orange has worked with their Survey and Mapping team to do Caltrans format ABC Mapping for the McKinley Grade Separation Project at the SR-91 Freeway in the city of Corona.*** Staff at BKF know the Survey Department Staff at Caltrans and understand the requirements of ABC Mapping. In



addition, the BKF Surveyors have procedures for obtaining field shots that are efficient with the software used by the Kimley-Horn designers. BKF also utilizes an efficient scanning procedure to obtain survey information along congested roadways and ramps without shutting them down or closing lanes.



VCS Environmental
EXPERTS IN STRATEGIC SOLUTIONS

VCS Environmental is a full-service, certified Small Business/Disadvantaged Business Enterprise (SBE/DBE) consulting firm with over 24 years of experience specializing in cultural resources. They are well-versed in the completion of Phase I, Phase II, and Phase III studies, as well as Native American Consultation, Historic and Prehistoric Archaeology Surveys, Historical Surveys and Evaluations, studies pursuant to Caltrans Standard Environmental Reference requirements, and Cultural and Paleontological Resource Mitigation Plans. ***Kimley-Horn environmental project manager, Dana Privitt, AICP, has worked with Patrick Maxon, VCS' Cultural Director, on numerous projects including Starbucks, Edinger Avenue Bridge Replacement (prepared for Caltrans District 12), Newport Banning Ranch, and Baker Ranch.*** Pat has managed multiple projects in accordance with Caltrans standards including but not limited to the I-10/Avenue 50 Interchange and Centennial Corridor (SR58 to I-5).

RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS

Kimley-Horn is prepared to commit the necessary resources to facilitate the success of your project. Moreover, we also have the tools that tell us exactly how and when to implement these resources. To assist our project managers in efficient administration of projects, Kimley-Horn utilizes a very detailed and integrated Management Information System (MIS). We will develop a work plan for each project task that allocates item and person-hour commitments by individuals. Twice monthly, the MIS generates a Project Effort Report showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget. To assure responsiveness to client needs, Kimley-Horn uses a workload forecasting technique to determine staff availability. This “cast-ahead” process involves meeting with relevant department managers and staff to examine backlog, upcoming deadlines, production schedules, and several other factors. Many years of successfully completed projects prove that this system works well for our clients.

RELEVANT PROJECT EXPERIENCE

Kimley-Horn is dedicated to exceptional client service, which means continuous improvement and repeat business—90% of our business comes from repeat clients. This also means that we strive to keep projects on schedule and within budget and we pride ourselves on going above and beyond for you. The following pages highlight our success in delivering similar projects.



SR-91/BEACH BOULEVARD WB EXIT RAMP, BUENA PARK, CA (PEER PROCESS)

Kimley-Horn provided civil engineering design services to widen the exit ramp from two lanes to four lanes, providing a triple-left turn and shared dual-right turn at the ramp terminal to improve traffic flow and increase vehicular storage along the ramp. The widening required retaining walls, slope grading, drainage improvements, ADA upgrades, traffic signal modification, a new overhead sign structure, and landscape/hardscape improvements. All documents were processed through Caltrans District 12, including: Permit Engineering Evaluation Report (PEER), environmental technical studies to support a Categorical Exemption (CE) for CEQA, Traffic Operations Analysis, Fact Sheets, and Preliminary and Final Design PS&E.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Required effective coordination and interaction with Caltrans District 12 staff for PEER process
- ✓ Traffic Operations and Design for ramp widening
- ✓ Primary work within Caltrans R/W
- ✓ Construction Phase Traffic Handling Plans



Client Reference: Nabil Henein, P.E., Director of Public Works/City Engineer

City of Buena Park | 6650 Beach Boulevard, Buena Park, CA 90622 | 714.562.3670

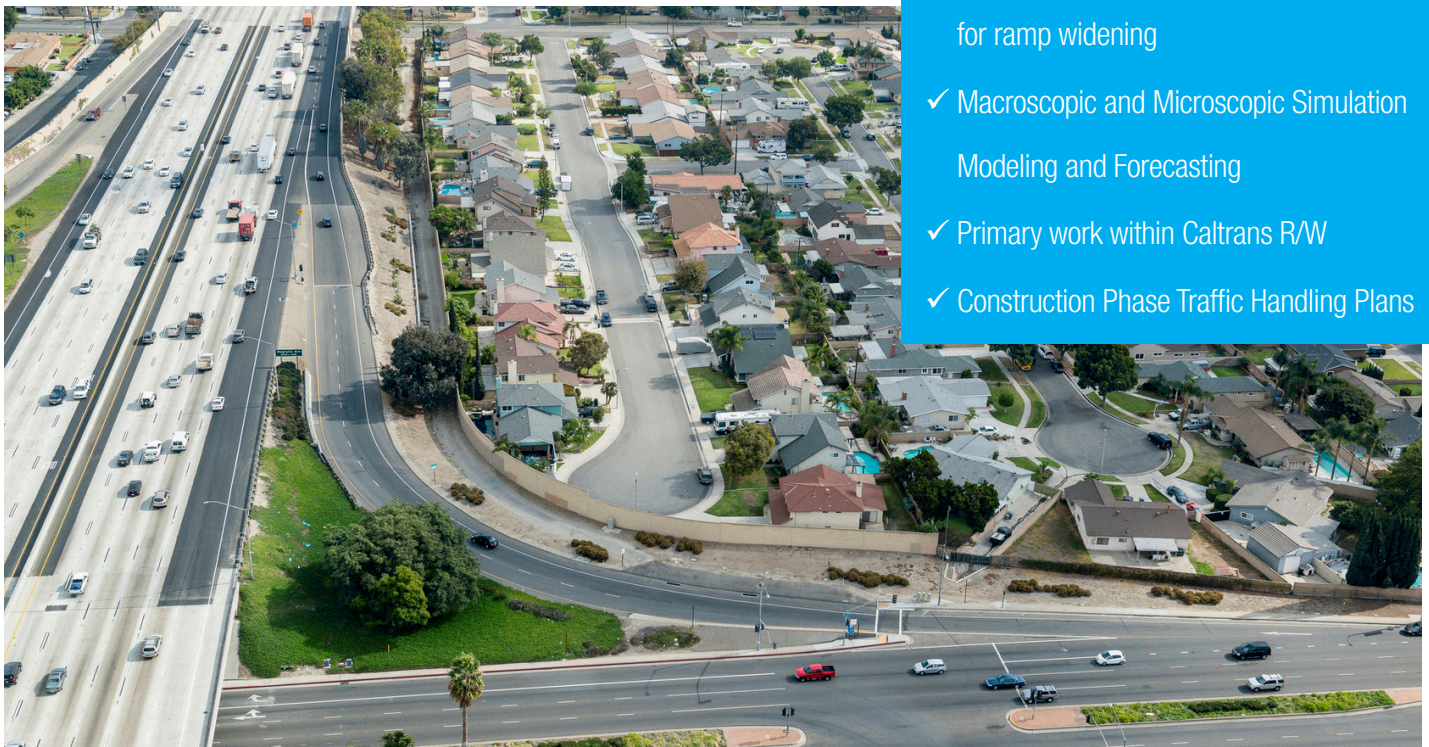


SR-91/BEACH BOULEVARD ENTRANCE RAMP MODIFICATIONS, BUENA PARK, CA (PEER PROCESS)

Kimley-Horn was responsible for the preliminary engineering, environmental documentation, and final design PS&E to widen the northbound Beach Boulevard to eastbound SR-91 entrance ramp. The intent of the project was to increase vehicular storage along the ramp to eliminate backup and resulting congestion along northbound Beach Boulevard. Project elements included roadway design, structural engineering of retaining walls, embankment, drainage improvements, ADA upgrades, ramp meter modifications, and landscape/hardscape improvements. Primary documents prepared to Caltrans District 12 requirements included: PEER, ISA Checklist, Environmental Memorandum, Noise Study, Traffic Operations Analysis, Fact Sheets, Preliminary and Final Design Plans, Specifications and Cost Estimate (PS&E).

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Required effective coordination and interaction with Caltrans District 12 staff for PEER process
- ✓ Traffic Operations and Design for ramp widening
- ✓ Macroscopic and Microscopic Simulation Modeling and Forecasting
- ✓ Primary work within Caltrans R/W
- ✓ Construction Phase Traffic Handling Plans



Client Reference: Nabil Henein, P.E., Director of Public Works/City Engineer

City of Buena Park | 6650 Beach Boulevard, Buena Park, CA 90622 | 714.562.3670

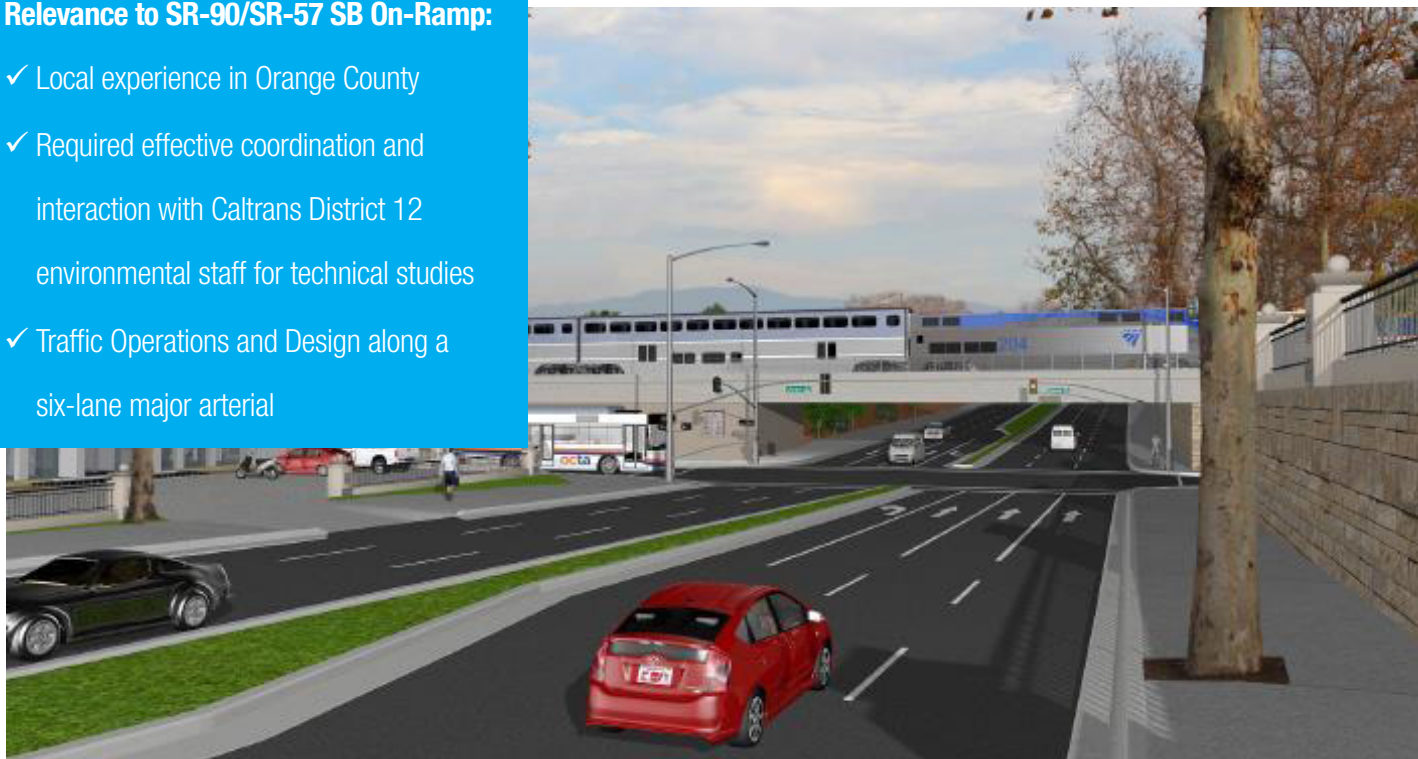


OCTA, PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION FOR 17TH STREET GRADE SEPARATION PROJECT, ORANGE COUNTY, CA

Kimley-Horn completed the preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. This rail line is also used by UPRR and BNSF. The project includes depressing 17th Street and Lincoln Avenue to create an underpass in a congested community of commercial and industrial uses surrounded by residential development. Various alternatives were evaluated to raise the tracks and minimize impacts on adjacent properties. This also includes proposed shoofly track options and addressing relocation of existing universal crossovers. The project is planned for federal funding and required environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Required effective coordination and interaction with Caltrans District 12 environmental staff for technical studies
- ✓ Traffic Operations and Design along a six-lane major arterial



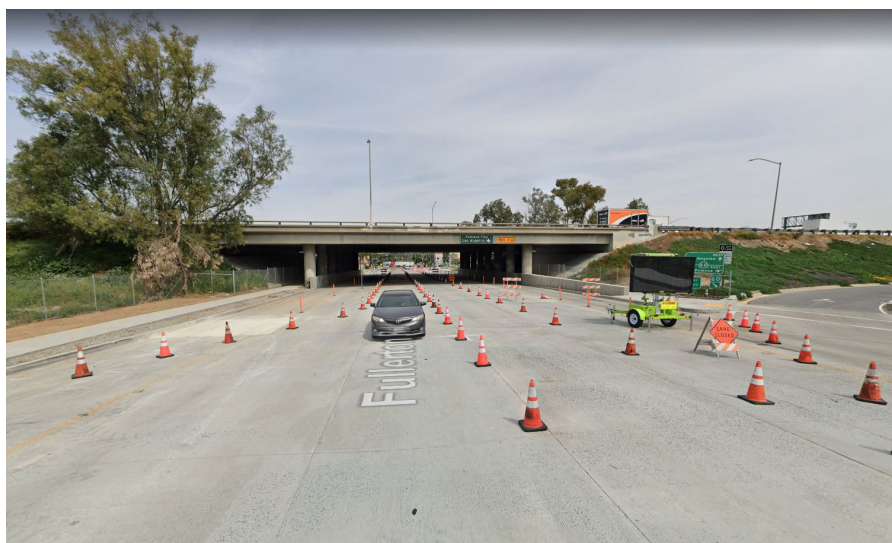
Client Reference: Jason Lee, Project Manager for Rail Capital Programs

Orange County Transportation Authority | 550 S. Main Street, Orange, CA 92868 | 714.560.6282



ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY (ACE), PHASE II GRADE SEPARATIONS PS&E, FULLERTON ROAD GRADE SEPARATION, CITY OF INDUSTRY, CA (PEER PROCESS)

Kimley-Horn provided preliminary engineering, final design PS&E, and construction support services for a new UPRR underpass. As part of this work, Kimley-Horn provided the design and coordination associated with impacts to the SR-60 interchange at Fullerton Road. The work within Caltrans right-of-way required the PEER process for approvals and ultimately the permit. Our team assisted with construction support, which is nearing completion for work within Caltrans right-of-way. As a major subconsultant, Kimley-Horn's work encompassed all roadway design, railroad design/coordination, utility relocations/coordination, traffic control design, traffic studies, and adjacent site civil work.



Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp modifications at the connection with major arterial
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Required effective coordination and interaction with Caltrans District 7 staff for design approvals



Client Reference:

Mark Christoffels, Director
of Capital Projects/Chief Engineer
San Gabriel Valley Council of
Governments | 4900 Rivergrade
Road A120, Irwindale, CA
91706 | 626.962.9292

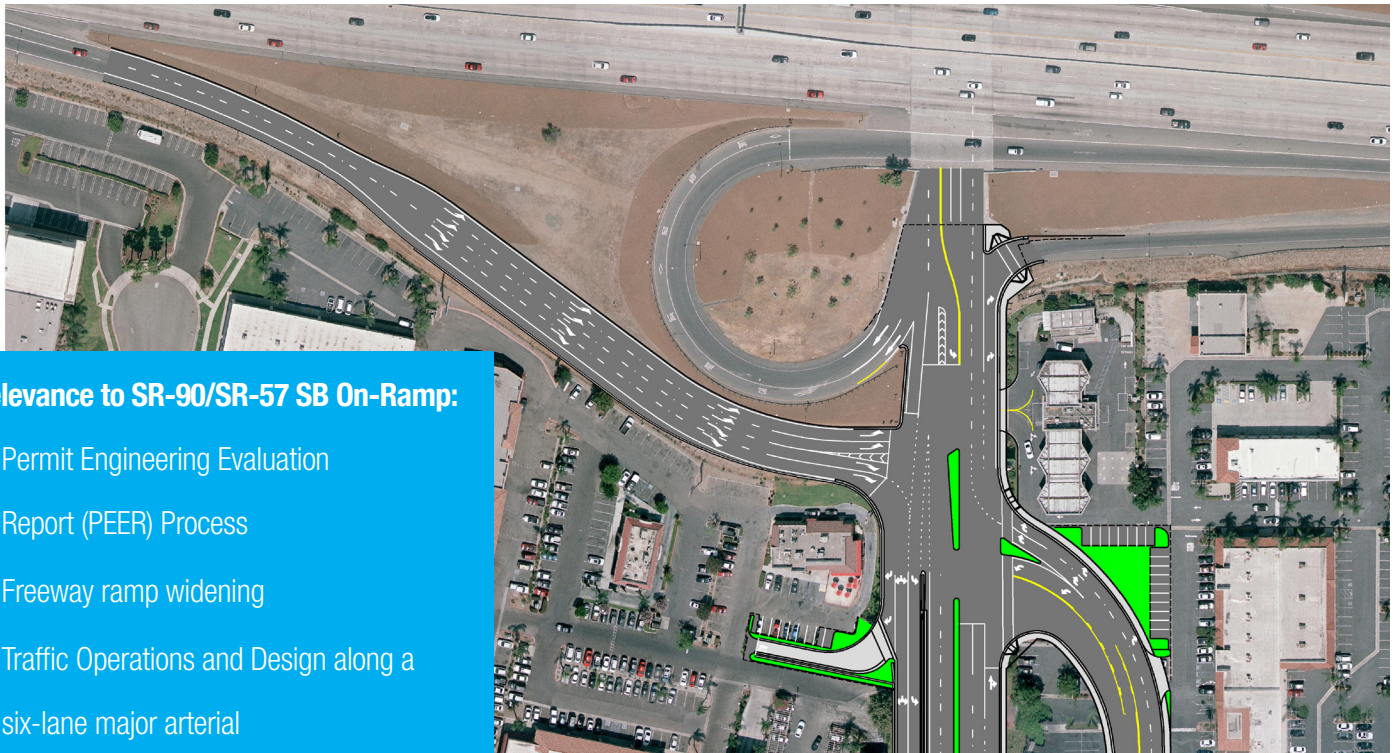




MCKINLEY STREET GRADE SEPARATION PROJECT, CORONA, CA

(PEER PROCESS)

Kimley-Horn, as part of the Biggs Cardosa Associates team, is providing final design PS&E services for the proposed McKinley Street Grade Separation Project at the BNSF railroad in the City of Corona. Kimley-Horn serves as the primary civil engineer encompassing roadway design, traffic handling, construction staging, utility relocations, drainage, and water quality. The project includes widening McKinley Street from a four-lane to a six-lane facility, raising McKinley Street approximately 30 feet with an arch bridge spanning 291 feet, a new connector road with two new intersections, and complex right-of-way acquisitions. As part of this work, Kimley-Horn is responsible for the design and coordination of improvements to the freeway interchange at SR-91 and McKinley Street. This includes widening the eastbound exit ramp to four lanes, widening McKinley Street and reconfiguring the intersection at the eastbound ramps terminal. The work within Caltrans right-of-way requires the PEER process for approval of Traffic Operations Analysis Report, Water Quality Report, Final Design PS&E, Transportation Management Plan, and associated documents.



Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp widening
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Required effective coordination and interaction with Caltrans District 8 staff for design approvals



Client Reference: Peter Ramey, Public Works | City of Corona
400 S. Valencia Avenue, Corona, CA 92882 | 951.736.2278



SEAL BEACH BOULEVARD IMPROVEMENTS, SEAL BEACH, CA

Kimley-Horn provided design services to add a third southbound through lane between Saint Cloud Drive and Old Ranch Parkway. This project was implemented to conform to the traffic study recommendations for the adjacent 405/605 HOV Connector Project and to match the number of lanes to the south on the freeway overcrossing structure. This was accomplished through shifting and narrowing the existing raised medians and widening the existing east curb between Lampson Avenue and Saint Cloud Drive. Striping modifications were necessary for proper alignment of lanes along the south leg of the 405 Ramps/Old Ranch Parkway intersection.



Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Major arterial connection with Freeway
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Caltrans District 12 coordination



Client Reference: Michael Ho, P.E., Deputy Director of Public Works/City Engineer | City of Brea, 1 Civic & Cultural Center, Brea, CA 92821-5732 | 714.990.7657



I-10/PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENTS, BEAUMONT, CA (PEER PROCESS)

Kimley-Horn is providing design services to complete a partial freeway interchange. This includes adding a westbound entrance loop ramp, relocating the westbound exit ramp around the new loop ramp, and adding an eastbound exit ramp. Since the estimated construction cost within Caltrans right-of-way is less than \$3M, the PEER process is being implemented. The Team is providing an Interstate Modification Access Report, Pavement Life Cycle Cost Analysis, Drainage Reports, Storm Water Data Report, Geometric Approval Drawings, Fact Sheets, and Preliminary and Final Design PS&E. Kimley-Horn is also coordinating elements of the Traffic Operation Analysis Report, environmental technical studies, and coordinating with Caltrans District 8 for approvals.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp modifications
- ✓ Major arterial connection with Freeway
- ✓ Caltrans District 8 coordination



Client Reference: Jeff Hart, Director of Public Works/City Engineer

City of Beaumont | 550 E. 6th Street, Beaumont, CA 92223 | 951.769.8520



B. PROPOSED STAFFING AND PROJECT ORGANIZATION

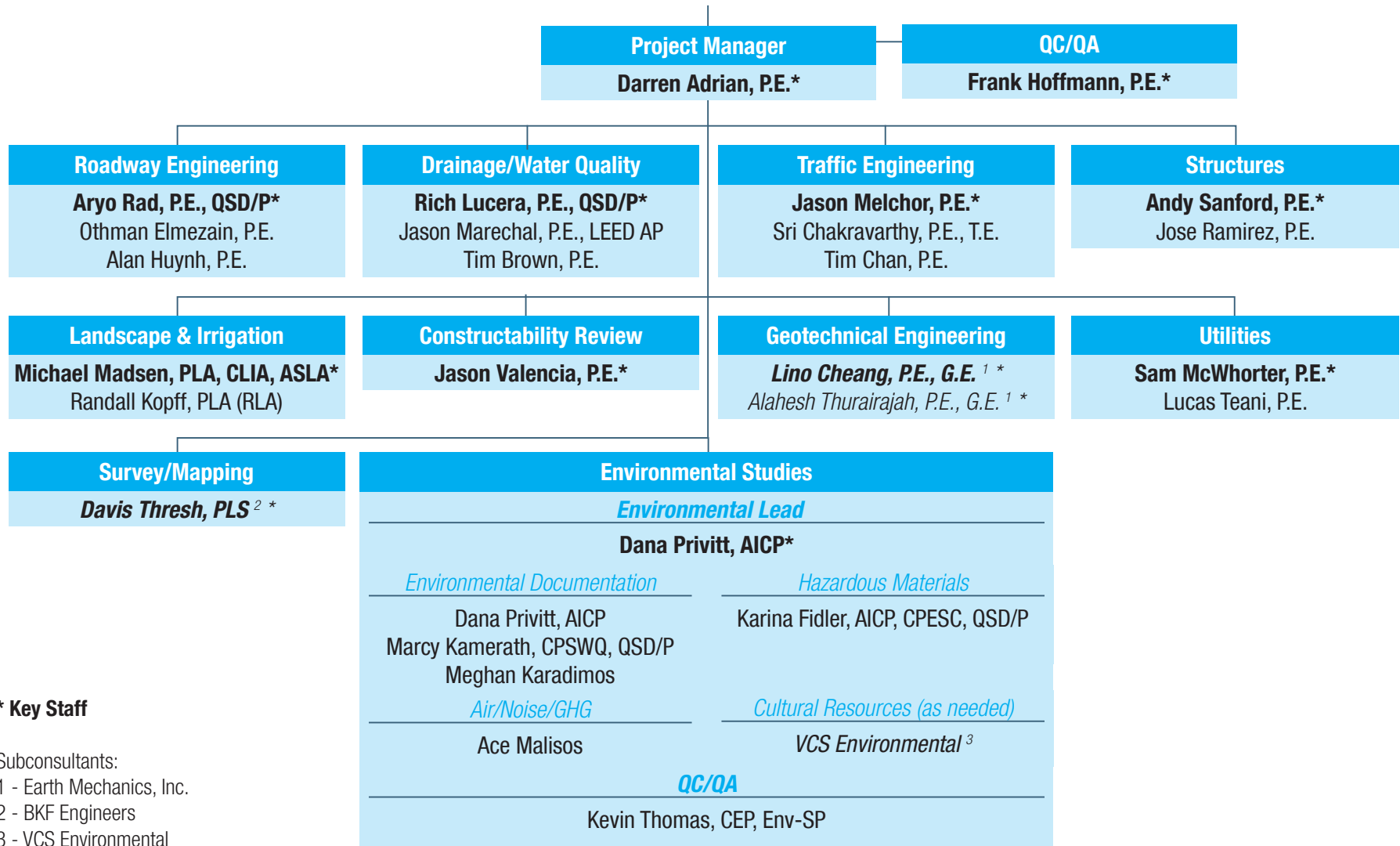
TEAM ORGANIZATION

Kimley-Horn's organization structure was established with an understanding of how this team will integrate with the City's team to maintain a timely and successful completion of the Preliminary Engineering, Environmental Studies, and Final Design PS&E. The task leaders and project team were selected based on their abilities to work together to serve the City's needs as a cohesive team. Our project manager, **Darren Adrian, P.E.**, is empowered to call upon any of our resources to seamlessly integrate them into the project. We have assigned local, available, and committed personnel to work with you on this important project. The key staff designated to lead this team have relevant and direct experience from previous and related projects. Kimley-Horn will not remove or replace any key staff without prior written consent from the City. Resumes provided in the pages following the organization chart describe our key team members' experience on similar projects, their education, and specialty expertise for the contract.

BENEFITS OF OUR TEAM

- **Caltrans PEER Process** – The Kimley-Horn Team is unmatched when it comes to the Caltrans Permit Engineering Evaluation Report (PEER) Process for freeway interchange improvements. In recent years, this team has implemented more than six interchange improvements using the PEER Process on local projects in Southern California. Several of these have been constructed, and some are still in progress at various levels of completion. This gives our Team the advantage of recent experience following this type of project all the way through construction, as well as current experience working with rapidly changing requirements and decision-makers at Caltrans on our active work involving the PEER Process.
- **In-House Environmental, Civil/Roadway, and Traffic** – Our staff works together regularly on innovative solutions to optimize opportunities when these disciplines are coordinated. Darren Adrian has routinely collaborated with our in-house environmental staff in his 15-year tenure at Kimley-Horn. He has also worked closely with our Traffic Lead, **Jason Melchor, P.E.**, for this entire period.
- **Innovative Traffic Solutions** – Our traffic staff have experience optimizing corridor operations and safety. They also understand the complexity of freeway ramps interacting with these corridors and the importance of design features along the ramps, such as signage, signalization, metering, and various safety features meeting the requirements of the Caltrans Traffic Safety Systems Guidance. Our staff addresses the Safety Devices Specialist early in the process to anticipate latest requirements to minimize updates late in the design process or changes in the field after the final walk-thru.
- **Working Together** – Our internal team has worked together, along with the identified subconsultant partners, on similar recent projects involving roadway/traffic improvements at freeway interchanges. The knowledge and relationships within this team provides the City with efficiency, committed team members, and valuable lessons learned.

ORGANIZATION CHART



* Key Staff

Subconsultants:

1 - Earth Mechanics, Inc.

2 - BKF Engineers

3 - VCS Environmental



RESUMES



DARREN ADRIAN, P.E.

Project Manager ♦ Orange, CA

15 Years with Kimley-Horn

Darren brings over 29 years of professional experience in civil engineering related to planning, design, and construction of improvements on local roads, bridges, and highways. His strengths include implementing and overseeing multidiscipline design and environmental studies related to roadway design, interchanges, grade separations, and new connections in areas with significant constraints. He has extensive experience coordinating project components with Caltrans and local agencies. He has recent experience on projects in Caltrans District 12 and has been involved with all phases of the Caltrans Project Development Process throughout his career.

RELEVANT EXPERIENCE

- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
– Project Manager. Responsible for civil engineering design services to widen the exit ramp from two lanes to four lanes, providing a triple-left turn and shared dual-right turn at the ramp terminal to improve traffic flow and increase vehicular storage along the ramp.
- **SR-91/Beach Boulevard Entrance Ramp Modifications, Buena Park, CA (PEER Process)** – Project Manager. Responsible for the preliminary engineering, environmental documentation and final design PS&E to widen the northbound Beach Boulevard to eastbound SR-91 entrance ramp.
- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA** – Project Manager. Responsible for preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. The project is planned for federal funding and required environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion. Darren worked closely with the City of Santa Ana and Metrolink to obtain concurrence on the design concept and traffic operations during construction to minimize impacts to businesses and residents in a diverse, sensitive community.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University
- Pomona Professional Civil Engineer in CA #53031 and UT #318105-2202

Current Assignment

- I-10 Bypass – Banning: 10%
- McKinley Grade Separation: 20%
- Mission Bridge: 5%
- Fullerton Grade Separation: 5%

Availability

- 60%



- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA (PEER Process)**
– Civil/Roadway Manager. Responsible for the design of all roadways, utility relocations, traffic studies and civil/sitework. The project is a new underpass grade separation of a major arterial at the UPRR double mainline tracks (LA Subdivision). The project scope included alternatives analysis and final design PS&E. Primary project components included lowering two major arterials; an 80-foot wide embankment to raise the UPRR tracks by approximately 8.5 feet; three bridge structures; and modification of the SR-60/Fullerton Road Interchange. The interchange modifications included widening Fullerton Road, providing tie-back walls and reconstructing the ramp terminals. Darren coordinated with ACE Construction Authority, UPRR, Caltrans D7 and the City of Industry for approvals and is currently working with the Construction Manager and Contractor in construction.
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** – Project Manager. Responsible for the design and coordination of improvements to the freeway interchange at SR-91 and McKinley Street. This includes widening the eastbound exit ramp to four lanes, widening McKinley Street and reconfiguring the intersection at the eastbound ramps terminal. The work within Caltrans right-of-way requires the PEER process for approval of Traffic Operations Analysis Report, Water Quality Report, Final Design PS&E, Transportation Management Plan and associated documents.
- **Seal Beach Boulevard Improvements, Seal Beach, CA** – Project Manager. Kimley-Horn provided design services to add a third southbound through lane between Saint Cloud Drive and Old Ranch Parkway. This project was implemented to conform to the traffic study recommendations for the adjacent 405/605 HOV Connector Project.
- **I-10/Pennsylvania Avenue Interchange Improvements, Beaumont, CA (PEER Process)** – Project Manager. Responsible for providing design services to complete a partial freeway interchange, which includes adding a westbound entrance loop ramp, relocating the westbound exit ramp around the new loop ramp, and adding an eastbound exit ramp.
- **Mission Bridge Replacement, Riverside County, CA** – Senior Roadway Engineer. Darren was responsible for the primary civil engineering components related to preliminary engineering and environmental studies. Currently initiating final design PS&E. Primary responsibilities encompass roadway design, drainage, utilities, traffic and right-of-way acquisitions.
- **I-10 Bypass - Banning to Cabazon, Riverside County, CA** – Deputy Project Manager. Darren is currently responsible for preliminary engineering and environmental services (EIR/Complex EA) for a new three-mile road intended to serve as an emergency bypass for the I-10 freeway. Darren served as the primary contact for processing approvals of the environmental technical studies and EIR/Complex EA through Caltrans D8, Caltrans HQ, and Bureau of Indian Affairs.



FRANK HOFFMANN, P.E.

QC/QA ♦ *Riverside, CA*

13 Years with Kimley-Horn

Frank has over 34 years of diverse experience in civil design and construction management. Project types include private, local, state, and federal working with roadway design and improvement, Bus Rapid Transit, Light Rail Transit, transit support facilities, utility design, water resources, drainage design, and airport construction. His responsibilities include preliminary and final design plan preparation, specifications, cost estimates, supporting technical reports and quality control reviews of these items.

RELEVANT EXPERIENCE

- **I-10/Pennsylvania Avenue Widening, Beaumont, CA** – Lead Roadway Engineer
- **Ontario Ranch Road Widening Project, Ontario, CA (Lewis Group)**
– Project Manager
- **County of Riverside, I-10 Bypass PA&ED, Riverside, CA** – QC/QA
- **Mid-Coast Light Rail Transit project - 100% Final Design Phase, San Diego, CA** – Subconsultant Civil Project Manager
- **Patterson Avenue and Webster Avenue Widening, Perris, CA**
– Lead Roadway Engineer
- **Replacement of North 1st Avenue Bridge, Barstow, CA** – Senior Roadway Engineer
- **McKinley Street Grade Separation, sub to Biggs Cardosa Associates (BCA), Corona, CA** – Lead Roadway Engineer
- **Van Buren Road Widening, Riverside County, CA** – Lead Roadway Engineer
- **SR94 Campo Road Widening, Jamul, CA** – Lead Roadway Engineer
- **LA Metro, SR 138 Corridor PA&ED, North Los Angeles County, CA** – Deputy Project Manager
- **Mission Boulevard Bridge Replacement, Riverside County, CA** – QC/QA

Professional Credentials

- Bachelor of Science, Civil Engineering, Fachhochschule Rheinland-Pfalz
- Professional Civil Engineer in CA #61839 and AZ #42877
- American Society of Civil Engineers (ASCE), Member

Current Assignment

- Ontario, Ontario Ranch Road: 30%
- McKinley Grade Separation: 20%
- I-10 Mt Vernon Interchange: 5%
- Cathedral City Varner Road: 10%
- Mid-Coast LRT: 10%

Availability

- 25%



ARYO RAD, P.E., QSD/P

Roadway Engineering Task Lead ♦ Orange, CA

3 Years with Kimley-Horn

Aryo has 22 years of civil engineering and construction management experience related to municipal and transportation projects. His range of project experience includes planning, permitting, design, bidding and construction of roadways, storm drains, traffic, and transportation in Southern California, specifically for cities in Orange, Los Angeles, and Riverside Counties. He has led complex multidisciplinary transportation and roadway projects with a track record of successful implementation. Aryo has experience in working with public works and planning departments for more than 20 municipalities in Southern California and assisting them with their roadway improvement and street widening projects. His work with the City of Brea on several projects in recent years provided him with a unique understanding of the City's goals, needs, and challenges. His expertise in developing and implementing creative, cost-effective, and sustainable solutions for municipal infrastructure projects is directly applicable to this project.

RELEVANT EXPERIENCE

- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
— Project Engineer
- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA (PEER Process)** — Project Engineer
- **South Main Street Corridor Improvements, Santa Ana, CA** — Project Manager
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** — Project Engineer
- **Warner Ave Street Improvements, Santa Ana, CA** — Deputy Project Manager
- **Gene Autry Way Improvements, Anaheim, CA** — Quality Control Manager
- **Ramona Boulevard and Valley Boulevard Intersection Improvement, El Monte, CA** — Project Manager
- *** SR 60 and Redlands Blvd Interchange WB Ramps Improvements, Moreno Valley, CA** — Project Manager

**Prior to joining Kimley-Horn*

Professional Credentials

- Master of Science, Civil Engineering, California State University, Fullerton
- Master of Science, Systems Engineering, Industrial Management Institute
- Bachelor of Science, Civil Engineering, Azad University, Tehran
- Professional Civil Engineer in CA #81231
- Qualified SWPPP Developer/Practitioner #81231

Current Assignment

- Main Street Improvements: 10%
- Warner Avenue: 10%
- Ramona Blvd Improvements: 10%

Availability

- 70%



RICH LUCERA, P.E., CFM, QSD/P

Drainage/Water Quality Task Lead ♦ San Diego, CA

5 Months with Kimley-Horn

Rich is a recognized industry leader with over 28 years of experience in the fields of civil engineering, stormwater design, and water quality analysis. He brings specialized expertise with hydrology/hydraulics, BMP design and construction, drainage infrastructure, stormwater permit compliance, feasibility studies, plan checking, and third-party review gained from successful projects completed for numerous California municipalities, counties, schools, Caltrans, private developers, and the U.S. Navy. He has over a decade of experience providing service to Caltrans on numerous, multi-year stormwater assistance contracts tackling challenges associated with water quality, hydrology, hydraulics, and regulatory compliance.

RELEVANT EXPERIENCE

- **SR 57 Northbound Widening (Orangethorpe to Yorba Linda Blvd), Orange County, CA** – Drainage Discipline Lead
- **Roberts Ranch Channel Stabilization Pilot Project, Pauma Valley, CA**
– Project Manager
- **SR 67 Drainage Channel at Woodside Avenue, San Diego County, CA**
– Drainage Discipline Lead
- **Caltrans Statewide Stormwater Modeling Technical Guidance, Statewide, CA** – Project Manager
- **National Cooperative Highway Research Program Project 25-40 Evaluation of Whole Life Stormwater BMP Performance, Nationwide**
– Contributing Researcher and Author
- ***City of San Diego Stormwater Standards Manual Update, San Diego, CA** – Project Manager
- ***Pacific Highway and Laurel Drainage Design, San Diego, CA** – Project Manager

**Prior to joining Kimley-Horn*

City of Brea ▪ RSRD77040.19

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Delaware
- Master of Engineering, Environmental Engineering, Pennsylvania State University
- Professional Engineer in CA #58089
- Certified Floodplain Manager
- Qualified SWPPP Developer/Practitioner in CA #00043

Current Assignment

- East Avenida Cordoba Drainage Improvements: 10%
- LAX ConRAC Facility: 10%
- Hale Avenue Resource Recovery Facility: 10%
- McKinley Storm Drain Improvements: 10%
- I-10 Bypass: 10%

Availability

- 50%



JASON MELCHOR, P.E.

Traffic Engineering Task Lead ♦ Orange, CA

21 Years with Kimley-Horn

Jason has 21 years of experience in traffic engineering and transportation planning. He has worked with clients in Orange, Riverside, Los Angeles, and San Diego Counties on traffic engineering projects such as traffic signal designs, signing and striping, traffic control, and signal interconnect design plans. He has prepared traffic impact studies and performed the technical analysis for a variety of transportation planning projects including transit analysis and circulation studies. Jason has experience working with a variety of traffic engineering software programs and computer design packages.

RELEVANT EXPERIENCE

- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA**
– Project Engineer
- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA** – Project Engineer
- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
– Project Engineer
- **SR-91/Beach Boulevard Entrance Ramp Modifications, Buena Park, CA (PEER Process)** – Project Engineer
- **Seal Beach Boulevard Improvements, Seal Beach, CA** – Project Engineer
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** – Project Manager
- **East Coast Highway Signal Rehabilitation Design, Newport Beach, CA** – Project Manager
- **I-10/Pennsylvania Avenue Interchange Improvements, Beaumont, CA (PEER Process)** – Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering; Specialization in Transportation, University of California, Irvine
- Professional Engineer in CA #C65218
- Institute of Transportation Engineers
- Orange County Traffic Engineering Council

Current Assignment

- McKinley St. Grade Separation: 20%
- Pedley Road at Jurupa Road Intersection Improvements: 15%
- NEC Vermont Avenue at Manchester Avenue Off-site Traffic Design: 15%

Availability

- 50%



ANDREW SANFORD, P.E.

Structures Task Lead ♦ *San Diego, CA*

2 Years with Kimley-Horn

Andrew has over 31 years of professional experience, including six years with Caltrans as a Project Engineer. He has been involved in a variety of transportation planning, bridge design, retrofit analysis and design, and structure construction projects. He has an extensive background in the preparation of planning documents, including Project Study Reports (PSRs) and Project Reports (PRs), and has been part of multiple-agency planning committees. Andrew has developed project specifications utilizing the base standard special provisions for both Caltrans and locally funded projects. These projects involved the coordination of federal, state, and local agencies.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Engineer in CA #49671

Current Assignment

- Pedestrian Bridge Repair: 30%
- Yucca Avenue Retrofit: 30%

Availability

- 40%

RELEVANT EXPERIENCE

- ***Riverside County Transportation Department (RCTD), I-10/Sunset Avenue Grade Separation, Banning, CA**
– Bridge Task Lead
- ***RCTD, I-215/Van Buren Boulevard Interchange, Riverside, CA** – Structural Task Lead
- ***North First Avenue Barstow Overhead, Barstow, CA** – Project Manager
- ***Palm Avenue/I-805 Interchange and Bridge Widening, San Diego, CA** – Project Manager
- ***I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services, San Diego, CA**
– Structural Engineer
- ***Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA**
– Structural Engineer
- ***Ontario Airport, Design-Build - FedEx, Ontario, CA** – Structural Engineer
- ***Port of Oakland, Oakland International Airport, North Field Runway Safety Area (RSA) Improvements, Oakland, CA** – Structural Engineer

**Prior to joining Kimley-Horn*



MICHAEL MADSEN, PLA, CLIA, ASLA

Landscape & Irrigation Task Lead ♦ San Diego, CA

15 Years with Kimley-Horn

Michael has more than 18 years of landscape architectural experience in master planning, streetscapes, site design, pool and amenity areas, and planting and irrigation design. His background includes coordinating multidisciplinary design projects involving landscape architecture, urban planning, architecture, civil engineering, roadway design, and transportation. Michael has a passion for people spaces and seeks opportunities for environmental education in his designs for the public and private realm. He strives to use plant palettes that combine aesthetics with a sensitivity towards efficient water use by pulling in native and adaptive species.

RELEVANT EXPERIENCE

- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA**
– Landscape Architect
- **Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA**
– Landscape Architect
- **Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED, Alameda County, CA** – Landscape Architect
- **Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Landscape Architect
- **SR 94 Improvements - NEPA, EIR, PA/ED, and PS&E (Jamul Indian Village), Jamul, CA** – Landscape Architect
- **I-215/Van Buren Blvd Interchange PA&ED and PS&E Phases, Riverside County, CA** – Landscape Architect

Professional Credentials

- Master of Landscape Architecture, Landscape Architecture, University of Florida
- Bachelor of Science, Business Administration, Florida State University
- Professional Landscape Architect (PLA) in CA #5798, WA #1477, FL #LA6666994, BC #534
- Certified Landscape Irrigation Auditor (CLIA) #92638

Current Assignment

- Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED: 10%
- Water Reclamation Recreation Facility: 25%
- Millenia Park: 20%
- LA Metro Beautification: 15%
- Avalon Blvd, Carson: 10%
- Ross Building Extension: 5%

Availability

- 15%



JASON VALENCIA, P.E.

Constructability Review Task Lead ♦ San Diego, CA

14 Years with Kimley-Horn

Jason has over 21 years of experience in civil engineering and the preparation of plans, specifications and estimates. Jason is very familiar with Caltrans standard manuals such as Highway Design Manual, CT Traffic Manual, MUTCD, Construction Manual and other current Caltrans manuals; and is knowledgeable in the project development process. Formerly employed with Caltrans District 11, he brings considerable experience in transportation engineering and design. He has been involved in major Caltrans projects in both design and construction. He is also experienced in preliminary engineering, developing design alternatives and estimates for inclusion in PSRs and PRs. While at Caltrans, Jason participated in the Project Engineer Academy, asphalt roadbed studies, and various safety training classes.

Professional Credentials

- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in CA #C63263

Current Assignment

- I-10 Mt. Vernon Interchange: 20%
- Voigt Drive PS&E: 20%

Availability

- 60%

RELEVANT EXPERIENCE

- **I-215/Van Buren Boulevard Interchange - PA&ED, PS&E, Riverside County, CA** – Project Engineer
- **I-10/Sunset Avenue Interchange Grade Separation, Riverside County, CA** – Project Engineer
- **Caltrans D11, I-805 Managed Lanes South, Alignment Studies for Unit 3 PA&ED Support, San Diego, CA** – Task Manager
- **Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Project Manager
- **Caltrans D11, Clairemont Mesa Boulevard/SR 163 PSR/PR/ED & PS&E, San Diego, CA** – Project Engineer
- **North 1st Avenue Bridge Replacement PSR/PDS, PA&ED, Barstow, CA** – Project Manager
- **Program Management Services for Measure R Highway Equity Program, Lancaster, CA** – Project Engineer
- **I-215 at Cactus Avenue PSR Interchange Improvements, Moreno Valley, CA** – Project Engineer
- **I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Project Engineer
- **I-5 North Coast - PA&ED and PS&E, San Diego, CA** – Project Engineer



SAM MCWHORTER, P.E.

Utilities Task Lead ♦ *San Diego, CA*

22 Years with Kimley-Horn

Sam has 22 years of experience providing engineering services on a variety of civil projects. His experience includes designing and managing projects involving storm drain systems, complex large watershed hydrologic analysis, river hydraulic modeling, detention basin design, water quality BMP design, scour analysis, sedimentation and master planning. He has worked on a variety of public works and private projects and has a strong base knowledge of the permitting requirements. He provides assistance from conceptual project planning through detailed design and project implementation.

RELEVANT EXPERIENCE

- **I-215/Van Buren Boulevard Interchange Overcrossing and Overhead, Riverside County, CA** – Drainage Task Manager
- **I-10 Bypass PA&ED, Riverside County, CA** – Drainage Task Manager
- **I-10/Sunset Avenue Interchange and Railroad Grade Separation Bridge, Banning, CA** – Drainage Task Manager
- **Mission Bridge Replacement, Riverside County, CA**
– Water Resources Task Manager
- **I-5/Genesee PA&ED, PS&E, and Construction Phase Services, San Diego, CA** – Drainage Project Engineer
- **SR 76 Widening from Melrose Drive to South Mission Road PS&E Support, San Diego County, CA**
– Drainage Task Manager
- **Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Drainage Project Engineer
- **US 101 and Palo Comado Canyon Road PA&ED, Agoura Hills, CA** – Drainage Task Manager
- **Safari Park Water Pipeline Upgrades, Escondido, CA** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering (Water Resources), San Diego State University
- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in CA #61788

Current Assignment

- Oceanside Water Sewer: 15%
- Rialto Frisbie Park: 15%
- Trampas Extension: 10%
- Safari Park Grant Support: 15%

Availability

- 45%



DANA PRIVITT, AICP

Environmental Task Lead ♦ Orange, CA

5 Years with Kimley-Horn

Dana is an environmental planner with more than 30 years of experience focused on environmental analysis in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), planning and environmental entitlement strategy, project management, staff support services, and planning documentation for multi-issue development and infrastructure projects. Her projects include large- and small-scale urban infill and greyfield developments; public infrastructure; policy programs; and public-sector support staff services. Dana has conducted CEQA training in coordination with the Association of Environmental Professionals, as well as for Newport Beach and the University of California, Irvine. Throughout her career, Dana has continued to work and collaborate with a diverse group of public and private planners, developers, and local government agencies.

Professional Credentials

- Bachelor of Arts, Social Ecology, University of California, Irvine
- American Institute of Certified Planners (AICP) #009036

Current Assignment

- UC Irvine, Irvine Campus Medical Complex EIR: 30%
- Olive Grove EIR: 20%

Availability

- 50%

RELEVANT EXPERIENCE

- **Brea Place Addendum to the General Plan EIR, Brea, CA** – Project Manager
- **Gene Autry Way Improvement Project, Anaheim, CA** – Environmental Project Manager
- ***The Ranch Plan Environmental Impact Report, Orange County, CA** – Co-Project Manager
- **Ramona Boulevard/Valley Boulevard Improvements IS/MND, El Monte, CA** – Environmental Project Manager
- **Ramona Boulevard Resurfacing Project Categorical Exemption, El Monte, CA** – Environmental Project Manager
- ***Edinger Avenue Bridge Over Bolsa Chica Channel Replacement Project IS/MND, Huntington Beach and Seal Beach, CA** – Project Manager
- **I-10 Banning Bypass Road, Banning, CA** – Environmental Support
- **Main Street Corridor Improvement Project, Santa Ana, CA** – Environmental Project Manager
- **Lower Ortega Highway (SR-74) Widening IS/MND, San Juan Capistrano, CA** – Co-Project Manager
- **Caltrans District 12 On-Call Environmental Services Contract: 2006-2008** – Project Manager

**Prior to joining Kimley-Horn*



LINO CHEANG,

Geotechnical Engineering Task Lead ♦ Fountain Valley, CA
30 Years with EMI

Mr. Cheang has provided foundation design for close to 1,000 new, replaced, and widened structures, statewide, for various transportation and public works agencies. These structures include railroad bridges, major water crossings, long viaducts, and overcrossings and undercrossings at major interchanges. He is very familiar with Caltrans design philosophy and criteria, and the review process. He has worked closely with civil and structural engineers to develop and refine cost-saving schemes for foundations. He has designed roadway embankments and pavement structural sections for Caltrans facilities, statewide. His philosophy for roadway embankment design is to use realistic soil strength parameters to avoid the need for extensive earthwork mitigations. He is familiar with pavement design methods published in the Caltrans Highway Design Manual.

RELEVANT EXPERIENCE

- **I-5 Central HOV from SR-55 to SR-57 PA/ED, OCTA, Santa Ana & Orange, CA** – Geotechnical Principal/Project Manager
- **I-5 Improvements from North of I-405 to SR-55 PA/ED, OCTA, Irvine & Tustin, CA** – Geotechnical Principal/Project Manager
- **SR-57 NB, Orangethorpe to Yorba Linda Boulevard, OCTA, Orange County, CA** – Project Manager
- **SR-57/SR-60 Confluence, City of Industry, City of Industry, CA** – Geotechnical Manager
- **I-5 HOV Segments 1-3, OCTA, Orange County, CA** – Geotechnical Principal/Project Manager
- **HOV Lanes, Caltrans, San Bernardino, Riverside, Los Angeles and Orange Counties, CA** – Geotechnical Principal/Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Texas, Austin
- Master of Science, Civil Engineering, University of Texas, Austin
- Civil Engineer in CA #41401
- Geotechnical Engineer in CA #2345

Current Assignment

- SR-55 Improvements: 10%
- SR-57/SR-60 Confluence: 10%
- EB SR-91/Atlantic Ave. to Cherry: 10%

Availability

- 70%



DAVIS THRESH, PLS

Survey/Mapping Task Lead ♦ Newport Beach, CA
29 Years with BKF

Mr. Thresh has provided field surveying services, overseen topographic and control surveys, construction staking, and right-of-way mapping for numerous transportation projects. His 36 years of experience in right-of-way engineering and surveying will prove invaluable to the Project's success. Davis has been the lead surveyor in numerous large scale transportation projects including grade separations, highways, and bridges which required right-of-way requiring surveys, right-of-way engineering and mapping, and right-of-way acquisition document preparation. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors.

RELEVANT EXPERIENCE

- **McKinley Street Grade Separation, Corona, CA** – Principal/Survey Manager
- **Mount Vernon Viaduct Project, San Bernardino, CA** – Principal/Survey Manager
- **Gerald Desmond Bridge, Port of Long Beach, CA** – Principal/Survey Manager
- **Firestone Bridge Replacement, Norwalk, CA** – Principal/Survey Manager
- **ACTC 7th Street Grade Separation East PS&E, Oakland, CA** – Principal/Survey Manager
- **Bernal at I-680 Interchange PS&E, Pleasanton, CA** – Principal/Survey Manager
- **Highway 9/University Ave. Intersection Improvement, Los Gatos, CA** – Principal/Survey Manager
- **San Mateo Rte. 101 Design Build, San Mateo, CA** – Principal/Survey Manager
- **VTA Ramp Metering - SR17- SR237-US101, San Jose, CA** – Principal/Survey Manager

Professional Credentials

- Surveying, Diablo Valley College, Pleasant Hill
- Professional Land Surveyor in CA #6868
- California Land Surveyors Association, Member

Current Assignment

- McKinley Street Grade Separation: 30%
- Mount Vernon, SBCTA: 20%
- Laguna Cliffs Marriott Resort: 25%

Availability

- 25%



C. DETAILED WORK PLAN

APPROACH

BACKGROUND

We understand the City is interested in widening the existing ramp from eastbound Imperial Highway (SR-90) to southbound Orange Freeway (SR-57) to provide a two-lane entrance that will help facilitate traffic coming from the Brea Mall. Currently, southbound freeway access from the mall is from dual left-turn lanes along Randolph Avenue and State College Boulevard onto Imperial Highway.

Once on Imperial Highway, this traffic must weave to the right and merge into a single lane in close proximity of the ramp. With over 1,600 through vehicles per hour and nearly 900 vehicles per hour using this ramp in the evening peak hour, the single lane with short merging distances causes backup, overall poor operation, and results in delays. Future expansion of the mall as a mixed-use development site will increase these volumes and result in further delays. Widening to a two-lane entrance for the ramp will provide more vehicular storage, reduce weave and merge maneuvers, and better accommodate the dual left-turn lanes coming from the mall. It will also provide additional vehicular storage behind the ramp meter entering SR-57.



Today, traffic backs up along Imperial Highway to Randolph Ave for those traveling south on SR-57

We also understand that Caltrans District 12 (D12) has concurred with this issue and the proposed solution, supporting the project with their letter to the City dated October 30, 2019. This is significant since both SR-90 and SR-57 are Caltrans facilities.





CALTRANS PROCESS

The Caltrans letter also points out that the Project will be subject to their design policy and guidelines. Caltrans Project Development and Procedures Manual (PDPM) Chapter 9, Article 8 - Project Initiation Process for Projects Funded by Others provides two types of processes to follow: **1) Permit Engineering**

Evaluation Report (PEER) and 2) Project Study Report – Project

Development Support (PSR-PDS). The PEER is used when a project is considered non-complex and construction cost for work within State right-of-way is less than \$3M. A PSR-PDS is used when the project is considered complex or if the construction cost is greater than \$3M. The PEER process is also referred to as the Streamlined Oversight Process (SOP) due to the fact that it provides a greatly simplified process that is appropriate for a smaller, non-complex project.

It essentially provides project initiation, preliminary engineering/environmental approvals, and final design PS&E in one process. The PSR-PDS process is intended to evaluate large, complex projects requiring alternatives evaluation and stakeholder concurrence before moving into the next phases. After approval of the PSR-PDS, this will typically involve separate phases for Preliminary Engineering/Environmental approvals (PA/ED) and Final Design PS&E. Each of these three phases typically takes one to two years to complete.

Since the improvements to add a lane are straightforward, Caltrans has already concurred with the concept and there are no alternatives to evaluate, this Project clearly fits under the Caltrans' definition of non-complex projects. In addition, construction cost is anticipated to be under \$3M. For these reasons, we believe the Project should follow the PEER process. This would be consistent with what our Team has done on several projects in the past, and what we are currently implementing with Caltrans Districts 12, 7, and 8.

Our approach to managing this process for approvals with Caltrans is based on the following:

- Obtain Caltrans consensus on the process and establish contacts as part of the Project Kick-Off Meeting or as one of the first orders of work.
- Include staff to the extent possible in development of the widening geometrics and specific features needed.

Maintain documentation related to this project.

A PSR-PDS process is intended

for complex projects with

construction costs greater than

\$3M. A PEER process is for non-

complex projects with construction

cost less than \$3M.

SR-90/SR-57 SB Ramp Widening

✓ Non-Complex & Caltrans Support

✓ Construction Cost < \$3M

- A PEER process is appropriate -



- Develop a Project Description in conjunction with Caltrans Environmental staff and City staff.
- Submit the Preliminary Environmental Analysis Report (PEAR) to Caltrans early and obtain approval.
- Work with Caltrans Environmental Disciplines to obtain approvals of each technical study. If necessary, conduct a workshop with Reviewers to obtain clarification and update studies/narrative.
- Document non-standard features through the Caltrans Design Standard Decision Document (DSDD) process.
- Develop elements of the final PS&E in parallel to the environmental approvals and adjust, if necessary, based on the findings.
- Finalize PS&E and obtain approvals using a similar workshop approach, if necessary.

Coordination Elements

Critical for Success

1. *Design must maintain coordination with environmental so that all studies utilize current information.*
2. *Design disciplines must remain coordinated through interdisciplinary reviews*

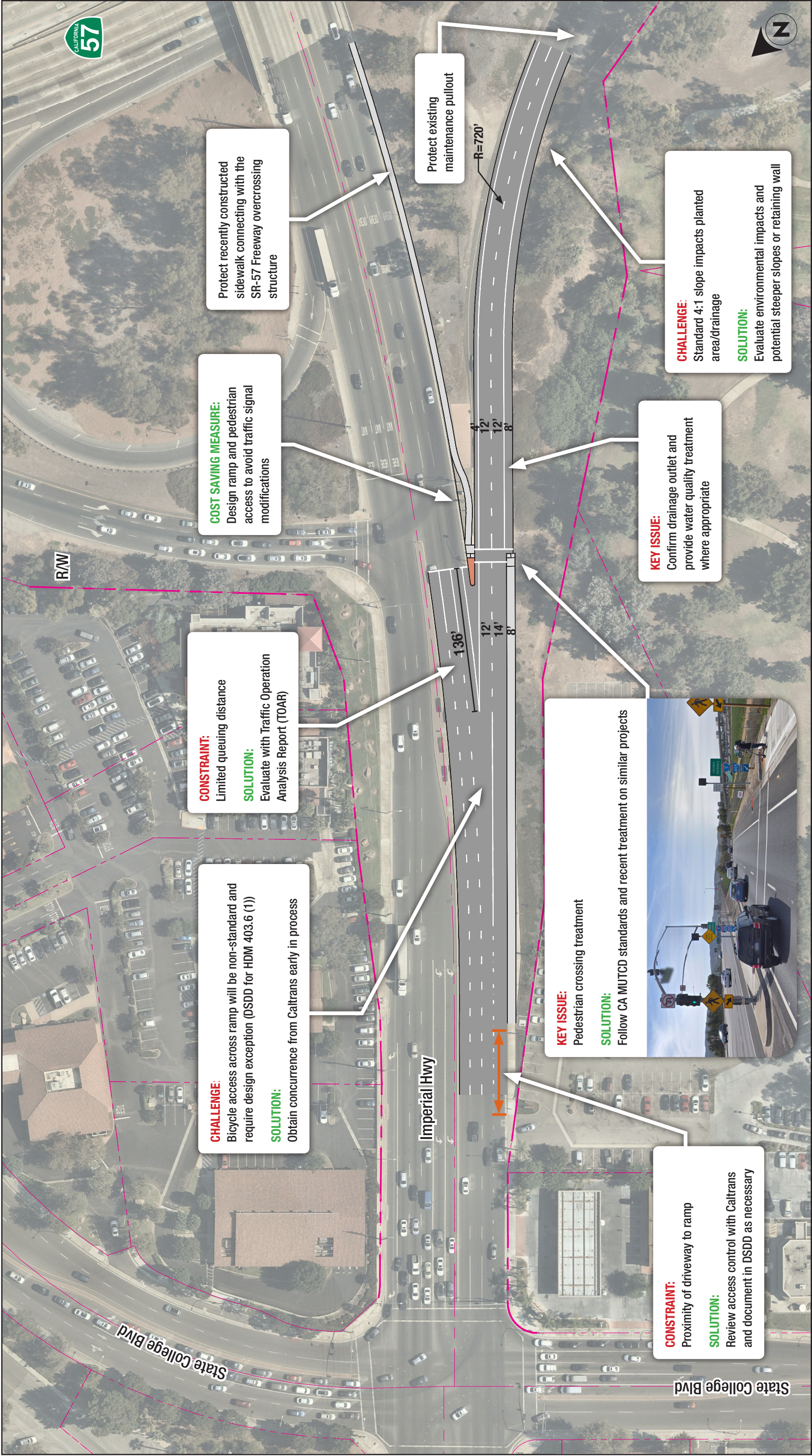
PROJECT FEATURES

Based on our initial observations, we believe that the widening can begin along Imperial Highway just east of State College Boulevard to create a straight tangent section along the on-ramp with widening through a portion of the large curve. Improvements will end before the existing maintenance pullout. Outer edge conditions will be evaluated as a result of the widening for slopes versus walls, but we initially believe that a wall will minimize impacts to the existing planted area within Caltrans right-of-way. Permanent right-of-way acquisition does not appear necessary, and at most, a temporary construction easement may be needed within the adjacent parking lot.

New sidewalk was recently added in the project area to connect with the SR-57 Freeway structure sidewalk. Our approach will be to maintain this new facility wherever possible. At a minimum, a new ADA compliant sidewalk will be needed along the ramp in areas of widening. This configuration of the ramp as a multi-lane in a relatively higher speed area with significant traffic is typically undesirable for pedestrians and bicyclists. Since this is the only feasible solution, our Team will work closely with D12 staff to provide the latest safety features for all modes of travel in compliance with the *Highway Design Manual, California MUTCD and Caltrans Traffic Safety Systems Guidance*.

See Opportunities and Constraints Map on the following page for a graphic depiction of these features and additional notes.

OPPORTUNITIES AND CONSTRAINTS MAP





ENVIRONMENTAL

The environmental technical studies are anticipated to be fairly straightforward and support the anticipated Categorical Exemption (CE) for CEQA compliance. Our approach will be to obtain Caltrans concurrence early on the PEAR and then initiate technical assessments, as needed, according to the latest Standard Environmental Reference (SER) guidance and templates. Based on our understanding of the project and our experience on other similar projects, we expect air quality, greenhouse gas emissions, noise, and cultural resources to be routine with no adverse impacts. Aerially Deposited Lead (ADL) is likely present, and a handling plan will be developed and

implemented. Potential waters of the U.S. and the State, wetlands, and sensitive plants within or adjacent to the Caltrans right-of-way will be determined, and if present, can most likely be avoided. While the site would be space constrained, water quality concerns are anticipated to be addressed with standard Construction BMPs.

CONSTRUCTION STAGING

Maintaining traffic during construction will be paramount in this location. Based on similar ramp widenings our Team has designed, we anticipate maintaining a single lane open along the ramp by shifting the traffic and providing a K-rail for the contractor to work behind. Contractor access on one or both sides of the construction area will be necessary with the goal of minimizing impacts to the existing planted areas where possible. Short-term lane closures will be necessary and designated during non-peak hour traffic. Several overnight closures will be necessary in coordination with the Construction Zone Enhanced Enforcement Program (COZEEP) and augmented by an area Detour Plan.

PROJECT MANAGEMENT

Our approach to management is very specific and intentional. Our Project Manager, Darren Adrian, will oversee the work to assure the multidisciplinary team is coordinated with Caltrans and the City. Darren will be assisted by a designated specialist (key personnel) within each discipline that will help with day-to-day communications. What sets our team apart is that our key personnel have extensive knowledge of Caltrans procedures and standards on a PEER project and have developed working relationships with their counterparts.



In order to maintain a CE for CEQA, the project will need to avoid environmental impacts including potential waters of the U.S. and State, wetlands, and sensitive plants.



Our Team, including subconsultants, will hold weekly meetings during times of high production to coordinate between disciplines. We use Skype video conferencing for those who are not physically present to share graphic content and data. We also have a central electronic filing system that is used by all Kimley-Horn staff. Files designated for coordination are shared with internal team members and subconsultants through our ShareFile database system that the entire team has access to. This assures every team member can quickly access the approved (or latest) studies and information.

Our team will maintain a Microsoft Project Master Schedule and provide updates each month. This will clearly indicate tasks, relationships, and critical path with target dates and actual work completion for monitoring.

Similarly, we will track our budget by task and plan accordingly for each phase of work through our internal MIS. This allows the team to track budgets in real time to prevent overruns and accurately plan for staffing needs.

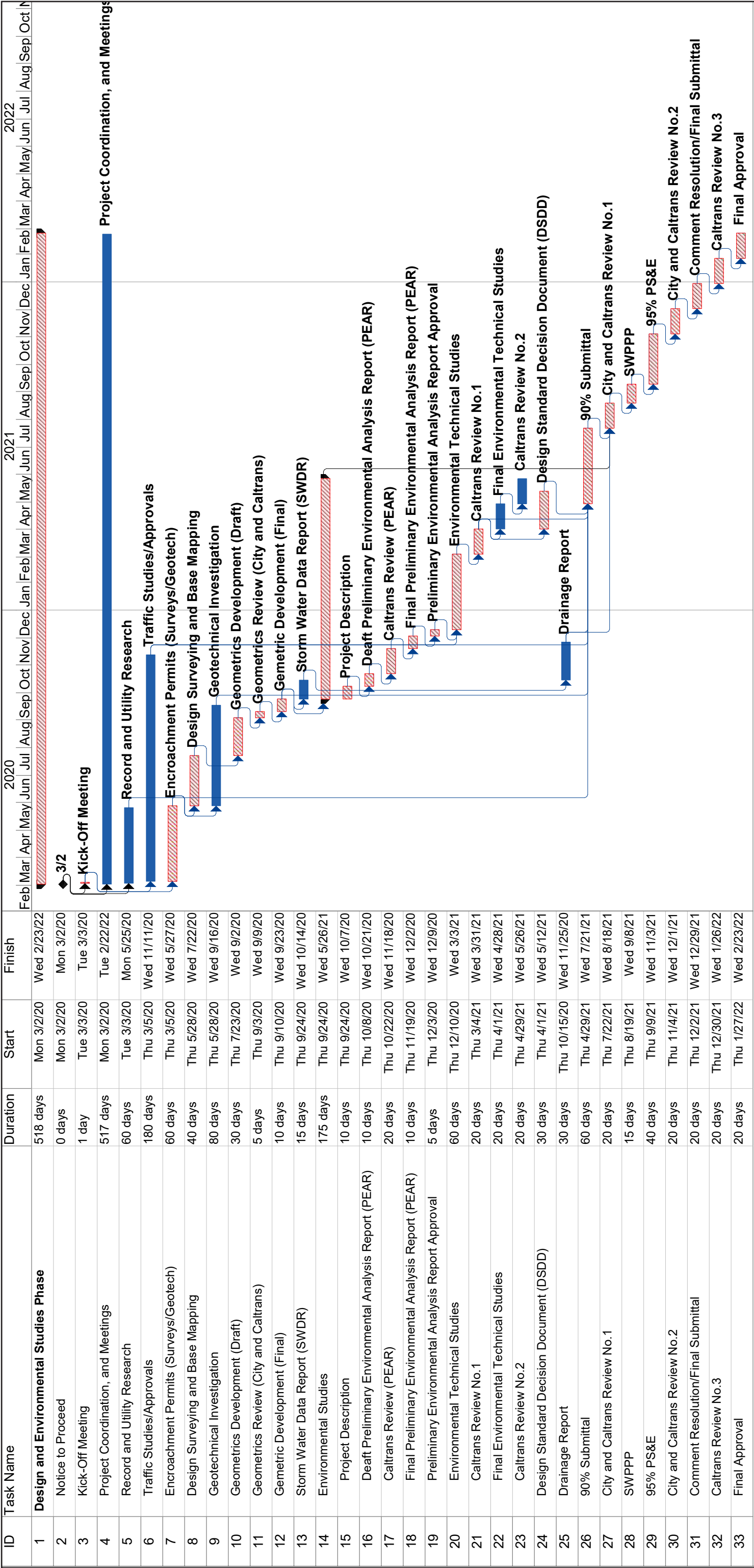
And finally, an effective Quality Management System (QMS) will be implemented to assure high quality deliverables. Our team has an established QMS for roadway projects that nearly every team member, including subconsultants, have implemented together on similar projects. This involves a thorough process for Independent Reviews (Level 1), Interdisciplinary Reviews (Level 2), and when needed, Specialized Reviews (Level 3).





PROJECT SCHEDULE

Based on our understanding of the Project and experience on similar projects, we anticipate the schedule below. Our intent is to review this with the City and finalize into the master schedule with monthly updates as indicated above.





765 The City Drive, Suite 200
Orange, CA 92868

Task Milestone

Summary

CRITICAL

Baseline

Baseline Milestone

Baseline Summary

Slippage

Progress



April 28, 2020

Mr. Michael S. Ho, P.E.
Deputy Director/City Engineer
Public Works Department – Engineering Division
1 Civic & Cultural Center
Brea, CA 92821-5732

RE: Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project
Initiation Document (PID)

Dear Mr. Ho:

Kimley-Horn and Associates, Inc. (KHA) is pleased to submit this proposal to the City of Brea (City) for providing environmental and engineering services for the above-mentioned project. Our understanding, scope of services, schedule and fee to perform these services are below.

Understanding

The City of Brea is planning to improve traffic circulation around the Brea Mall and enhance access to the 57 Freeway through widening of the southbound on-ramp from SR-90 to SR-57 resulting in a two-lane entrance from SR-90.

Since the construction cost magnitude is expected to be less than \$3M, and the project is considered non-complex by Caltrans, we understand the process will follow the Permit Engineering Evaluation Report (PEER). At this time, the City is requesting services through environmental clearance and considering this to be the PID.

Scope of Services

Tasks below are intended to generally follow Caltrans format as described. We assume a twelve-month schedule beginning April 2020 with design services completed by March 2021. Any references to "Consultant" shall mean Kimley Horn and Associates, Inc. and its subconsultants. References to "City" shall mean the City of Brea. "Project" Shall mean Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project.

Task 1: Project Management and Meetings

The Consultant Team will provide project management and coordination. The following management and administrative duties will be performed:

Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.

- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda.
- Maintain Project files using specified Project Filing System.

Consultant will conduct monthly conference calls to keep City staff updated and will prepare monthly progress reports, as part of the invoice package. We will conduct in-person meetings and provide pertinent meeting agendas, minutes and action items for up to three meetings as follows:

- One kickoff meeting
- Two focus meetings

Project Schedule

As part of this task, a Gantt Chart format Target Schedule based on Critical Path Method (CPM) will be provided showing primary tasks and review periods/processing, as agreed with the City. Consultant will maintain a Progress Schedule showing actual progress versus target and provide to the City on a monthly basis.

Deliverables: Meeting agendas, meeting minutes, action items, progress reports, invoicing, draft target schedule, monthly updated schedule.

Task 2: Record Research

Obtain and review readily available record drawings and other data relevant to the design. This consists of obtaining readily available information from the City, Caltrans and impacted utility companies.

Task 3: Field Observation

Perform a field observation to field check and document visible conditions relevant to the design. This consists of observing existing hardscape, surface utility features and other constraints found within the project area. Obtain key photographs and field notes necessary for the scope of work described herein.

Task 4: Traffic Operation Study

Provide a Traffic Operations Analysis Report (TOAR) encompassing the southbound entrance ramp and intersections along Imperial Highway at State College Blvd. and the southbound exit ramp. Subtasks entail:

Task 6.1: Traffic Methodology Memorandum

Prepare Traffic Methodology Memorandum to document the methodology to be used for the TOAR. The memorandum will describe the analysis requirements, assumptions and analysis tools.

Task 6.2: Traffic Volume Forecasting Report

Obtain AM and PM peak hour traffic counts along the southbound entrance ramp and at the above-mentioned intersections. Obtain 24-hour counts along Imperial Highway in the project area and the southbound entrance ramp. Prepare a Traffic Volume Forecasting Report to show traffic volumes based on obtained counts and published growth percentages for existing, opening year and horizon year conditions.

Task 6.3: Traffic Operations Analysis Report

Prepare a TOAR to provide an evaluation of the intersections and roadway network in the vicinity of the Project for existing, opening and horizon year conditions. This will consist of intersection HCM analysis for the two intersections stated above. It will also evaluate weaving along eastbound Imperial Highway at the entrance ramp; capacity of this ramp; metering analysis; and merge analysis for this ramp onto the 57 Freeway.

Deliverables: Traffic Methodology Memorandum, Traffic Volume Forecasting Report, Draft and Final Traffic Operation Study Report

Task 5: Environmental Studies

Task 5.1 Preliminary Environmental Analysis Report (PEAR)

The PEAR will be prepared according to the latest template available in Caltrans' Standard Environmental Reference (SER) and submitted to the City for review and Caltrans for review and approval. The PEAR entails a description of the project and alternatives; the anticipated environmental approvals; special environmental considerations and environmental commitments assuming there are viable alternatives; permits and approvals; environmental summaries of noted topical issues; and a summary statement for PID.

Task 5.2 CEQA Compliance

The project, as described, is within an urban area comprised of highway and areas of commercial development. Given the project aims would be to address congestion and safety issues and is not anticipated to induce growth or result in land use changes, is not on a scenic highway, or near known hazardous waste sites or historical resources, there are no apparent exceptions to exemption criteria, meaning a CEQA exemption is reasonably assumed for this project. The project design would incorporate features to avoid water resources which are known to occur south of the project area, near Craig Roberts Park. Therefore, based on our understanding to the project, Kimley-Horn is assuming that the project would be Categorically Exempt from CEQA pursuant to State CEQA Guidelines Section 15301(c) (Class 1: Existing Facilities) and Section 15304(c) and (f) (Class 4, Minor Alterations to Land).

Kimley-Horn will conduct an environmental evaluation in support of the CE to demonstrate that the project satisfies the definition of a Categorical Exemption for CEQA. This task encompasses coordination between environmental and design staff to discuss preliminary project design and to update a project description, prepared by the design team, consisting of relevant details for the CE. This task entails brief field review by one environmental staff to field check and document visible conditions in and directly adjacent to the project area with field notes and photographs.

Air Quality/Greenhouse Gas Analysis. Kimley-Horn will prepare an air quality/greenhouse gas analysis to support the CE process. The air quality/greenhouse gas impact analysis will be conducted following the procedures and approaches listed in the Caltrans SER for air quality

analyses and South Coast Air Quality Management District (SCAQMD) Air Quality Handbook. The analysis will address existing conditions and air quality attainment status of the project area and provide a quantitative evaluation of construction emissions associated with the proposed project. As the project does not include new through lanes, operational emissions would be addressed qualitatively.

Noise Memo. Kimley-Horn will prepare a noise memorandum that provides justification based on existing conditions and the project scope that a detailed noise study report is not required. Based on our current understanding and review of the preliminary plans and aerial photography, the project is not considered to be Type 1 as defined by 23 CFR 772 (effective July 13, 2011) and outlined in the California Traffic Noise Analysis Protocol (CaTNAP) (May 2011). For this reason, we do not anticipate conducting noise measurements or other field work.

Initial Site Assessment (Hazardous Materials). Kimley-Horn will prepare an Initial Site Assessment (ISA) study in general accordance with the Caltrans ISA guidelines and ASTM Standard E-1527-13. Exceptions in the Phase I standard consist of: (1) no title searches or property appraisals will be performed for the subject property and vicinity, and (2) no direct interviews of the owners of the subject parcels except for City staff will be performed. Soil sampling and testing will not be performed as part of the Phase I ISA.

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project site to identify any readily observable indications of Recognized Environmental Conditions (RECs) within the Project limits. Kimley-Horn will review available data, including previous studies, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and federal and state record reviews within one mile of the Project site. The available records will be used to determine the potential presence of RECs by previous land use and any historic operations that have had a high probability of RECs. This research will also be used to help support the absence of RECs.

Natural Environment Study – Minimal Impact. This scope entails a search of the California Natural Diversity Database and the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants, Information for Planning and Conservation data. This information will be reviewed prior to a field survey. A field reconnaissance and Vegetation Mapping will be completed. A map of the vegetation communities and other land uses within the

project area will be created on an aerial photograph. The material will be incorporated into a Natural Environmental Study/Minimal Impact (NES-MI). The NES/MI will be prepared according to the current template available on the Caltrans Standard Environmental Reference website. The scope encompasses addressing one round of consolidated comments from the City and Caltrans to finalize the NES-MI.

Given the urbanized location, lack of federally designated critical habitat, and anticipated limited impacts to special status species, this task does not include focused sensitive species surveys. In addition, based on our review of the study area, this task assumes that a wetland delineation is not necessary.

Water Quality Technical Memo. A brief water quality memorandum will be prepared to describe the project, waters within the project area, potential water quality impacts, and temporary water quality measures that will be implemented during project construction. One round of comments from Caltrans will be addressed to finalize the memo.

Cultural Resources. Kimley-Horn will complete an archival records search within ¼ mile of the project area to identify the presence/absence of known cultural resources within the project area. Based on the study area and project scope, this task assumes that the survey will be negative for cultural resources (i.e., no archaeological or historic built environment resources will be encountered that require recording, evaluation, or updating). If cultural resources are identified following the archival records search, then additional studies may be required, and will be completed for additional scope and fee by our trusted teaming partner and cultural resource specialists, VCS Environmental. A record search for vertebrate/invertebrate and paleobotany resources will be conducted through the Natural History Museum of Los Angeles. A brief memorandum will summarize the record searches.

Archival Records Search. An Area of Potential Effect (APE) map will be developed in coordination with the design team, for review by the City and Caltrans. Kimley-Horn will complete an archival records search within ¼ mile of the project area to identify the presence/absence of known cultural resources within the project area.

Based on the study area and project scope, this task assumes that the survey will be negative for cultural resources (i.e. no archaeological or historic built environment resources will be encountered that require recording, evaluation, or updating). If cultural resources are identified

following the archival records search, then additional studies may be required, and will be completed for additional scope and fee.

Visual Memo. Based on preliminary project information, negligible visual changes to the environment are proposed and a brief memorandum addressing visual issues would be required. A brief visual memo will be prepared to describe the project, surrounding visual landscape, and the rationale for why a more in depth technical study of visual impact is not required. The memo will encompass a copy of the Caltrans Questionnaire to Determine Visual Impact Assessment Level. A draft will be provided to the City and Caltrans for review. One round of consolidated comments from the City and Caltrans will be addressed to complete the final memo.

Following completion of technical studies, if necessary, a memorandum will be prepared to summarize findings to substantiate the CE. The CE will be prepared for review and approval by Caltrans and the City. Upon approval of the CE, a Notice of Exemption (NOE) form will be completed and submitted to the lead agency for review and signature for CEQA. Our scope assumes Kimley-Horn will file the NOE with the County Clerk-Recorder and the State Clearinghouse.

Deliverables:

- *Preliminary Environmental Analysis Report (PEAR)*
- *Draft and Final Air Quality/Greenhouse Gas Analysis Memorandum (electronic)*
- *Draft and Final Noise Memorandum (electronic)*
- *Draft and Final ISA*
- *Draft and Final NES-MI*
- *Draft and Final Water Quality Memo*
- *Draft and Final Visual Memo*
- *Notice of Exemption Form (CEQA)*

Exclusions:

Any other services, including but not limited to the following, are not included in this Agreement:

- *Wetland delineation report*
- *Environmental permits*
- *Technical studies not included in this scope of work, but which may be required by Caltrans upon review of the PEAR*
- *Updating technical studies due to substantial project changes*
- *A Location Hydraulic Study/ Summary Floodplain Encroachment Report is not anticipated to be required because the anticipated project area is in an Area of Minimal Flood Hazard.*

Assumptions:

- *The appropriate level for CEQA compliance is a Categorical Exemption (CE)*
- *The project will have no federal funding or federal nexus which would require the preparation of NEPA documentation.*
- *Supporting technical documents will be developed pursuant to CEQA Guidelines as administered by Caltrans to support a CE.*
- *The project would not remove a barrier to growth in the area and therefore is not growth-inducing.*
- *All improvements would be within Caltrans rights-of-way.*
- *One project design alternative is assessed through environmental review.*
- *The project design would incorporate features to avoid water resources which are known to occur south of the project area*
- *For all of the above reports we anticipate up to two rounds of consolidated comments. If there are additional comments, we will schedule a workshop with the appropriate reviewers to resolve and then make the final submittal.*

Task 6: Conceptual Design Exhibits

Consultant will prepare an environmental study level exhibit at a scale of 1"=50'. Base mapping for this plan will contain available aerial imagery. Show typical roadway and ramp sections. Show ramp widening concept with slopes and retaining wall, if necessary. Show sidewalk

modification based on proposed work limits. Show catch basin relocations. Exhibits will not be submitted to Caltrans for design review. These will be used to demonstrate major project features sufficient for determining environmental impacts.

Task 7: Rough Order Magnitude Construction Cost

Prepare an opinion of probable construction cost for purposes of verifying cost magnitude within Caltrans Right-of-Way. Cost will be based on rough estimate of quantities and readily available unit prices. Lump sum items will be based on a percentage or similar project's values.

Task 8: Caltrans Coordination and Processing

Assist the City in obtaining approvals for the project. This consists of coordinating Caltrans reviews according to their process and coordinating comment iterations for technical studies. Attend up to two meetings with Caltrans staff.

Task 9: Transportation Management Plan Data Sheet

Prepare a Transportation Management Plan Data Sheet for traffic operations for the project area. Transportation management plan data sheet will be prepared based on Caltrans Transportation Management Plans Guidelines.

Deliverables: Draft and Final Transportation Management Plan Data Sheet

Optional Items**Task O-1: Field Surveying**

Provide aerial mapping and supplemental field surveys at a scale of 1"=50'. Aerial mapping will contain planimetrics and one-foot contours. The supplemental field topographic survey entail high definition scanning to obtain necessary cross sections and other features for the design. It also entails topographic shots at key features and cross sections outside of active traffic lanes. Specific limits for aerial mapping are 100 feet west of State College Blvd. to the midpoint of SR-57 bridge along Imperial Highway and to Associated Road bridge along SR-57. Coordinate and process encroachment permit with Caltrans to conduct field surveys within Caltrans right-of-way. Existing right-of-way will be shown per readily available records.

Provide traffic control for the field surveys consisting of cones along the edge of traveled way and a warning sign indicating field surveys in progress. Lane closures or other form of traffic

control is not anticipated to be necessary. Plot underground utility lines based on readily available data and record drawings obtained from Task 2 above.

Deliverables: MicroStation Files of Topographic Survey, Right-of-Way Record of Survey, DTM of existing surface features, and PDF map signed by Licensed Surveyor in the State of California

Task O-2: Geotechnical Engineering Analysis and Reports

District Preliminary Geotechnical Report

Prepare a District Preliminary Geotechnical Report (DPGR) documenting the site geotechnical and geologic conditions. The DPGR will entail topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The Consultant will address stability and settlement of proposed roadway embankments and potential wall type if applicable. The evaluation will be based on a review of readily available existing subsurface data and will not include field investigations, borings or laboratory testing.

Preliminary Materials Report

Prepare a Preliminary Materials Report (PMR) to provide pavement structural sections and alternatives, and corrosion potential of on-site soils materials requirements. The evaluation will be based on a review of readily available existing subsurface data and will not include field investigations, borings or laboratory testing. The Consultant will follow Caltrans pavement design procedure using traffic indices and pavement design lives provided by the City. Information on existing pavement sections will be based on the readily available record drawings. Recommendations for rehabilitation of existing pavements will not be included in this report.

Caltrans is in the process of switching their flexible pavement design method to the Mechanistic-Empirical (M-E) procedure; however, software for designing flexible pavement using the M-E procedure is not yet available for commercial use. Therefore, we assume flexible pavement will be designed using the November 2017 HDM method.

Task O-3: Design Standard Decision Document (DSDD)

Provide documentation of non-standard features within Caltrans right-of-way. This entails preparation of Caltrans standard DSDD for advisory or mandatory design exceptions. We anticipate an Advisory DSDD with up to three non-standard design (HDM underlined) exceptions.

Deliverables: Design Standard Decision Document (DSDD)

Assumptions and Exclusions

The following assumptions were made when preparing the Cost Proposal. If any of these change, we would need to re-evaluate our effort and potentially adjust the fee.

1. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts and hours for stated classifications are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.
2. All related fees from utility companies for record drawings are assumed to be paid by the City.
3. It is assumed the City will provide Right of Entry in a timely manner for any design investigation work within the private properties.
4. Modifications to existing utilities such as water, sewer, electrical, gas, communication, cable, etc. is not anticipated.
5. All other Agencies' permit fees are excluded.
6. We have assumed responding to one round of consolidated non-conflicting comments for each submittal.
7. Aerially Deposited Lead (ADL) Investigation and Reporting are assumed to be done as part of PS&E and Phase II Environmental Site Assessment.
8. Right-of-Way impact or Right-of-Way acquisition are not anticipated.
9. Intersection Control Evaluation (ICE) and any additional traffic elements are not included.

Schedule

We anticipated a twelve-month schedule for the project beginning May 2020 and with final submittal to the City by April 2021. Submittals will be provided to the City on a mutually agreed upon schedule.

Fee

Please find our Not-to-Exceed fee to accomplish the above stated scope of services in the separate sealed envelope.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward an agreement for our review and execution. This proposal is valid for ninety (90) days after the date of this letter.

We greatly appreciate the opportunity to provide these services to you. Please contact us if you have any questions. Very truly yours,

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Darren Adrian, P.E. (#C53031)

Project Manager/Vice President

**City of Brea
Fee Schedule
Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp**

Category		Kimley-Horn Staff										Sub-Consultants				Schedule = 12 Months	
		Project Manager	QA/QC, Sr. Prof II	Sr. Prof I	Prof II	Prof I	Analysist II	Analyst I	Support Staff	Geotech EMI	Traffic Counts NDS	Surveying BKF					
	Total Hourly Billing Rate*	\$290.00	\$250.00	\$220.00	\$200.00	\$175.00	\$150.00	\$130.00	\$110.00				Total Hours	Labor Cost	Total Cost		
1	Project Management and Meetings	30		33		8			24				95	\$ 20,000.00	\$ 20,000.00		
2	Record Research	4		6		8		12	4				34	\$ 5,880.00	\$ 5,880.00		
3	Field Observation	4			4	4							12	\$ 2,740.00	\$ 2,740.00		
4	Traffic Operation Study	10	8	20		40	40	64			\$ 1,500		182	\$ 30,620.00	\$ 32,120.00		
5	Environmental Studies	16	18	64	44	183	107	72	16				520	\$ 91,215.00	\$ 91,215.00		
6	Conceptual Design Exhibits	6	4	12		16	20	80					138	\$ 21,580.00	\$ 21,580.00		
7	Rough Order Magnitude Construction Cost	2	2	4		8	8	16					40	\$ 6,640.00	\$ 6,640.00		
8	Caltrans Coordination and Processing	12		20		40			4				76	\$ 15,320.00	\$ 15,320.00		
9	Transportation Management Plan Data Sheet	4	2	6		20	6						38	\$ 7,380.00	\$ 7,380.00		
O-1	Field Surveying	2		4		8		12	2		\$ 38,120		28	\$ 4,640.00	\$ 42,760.00		
O-2	Geotechnical Engineering Analysis and Reports	4	2	8		8			2	\$ 14,480			24	\$ 5,040.00	\$ 19,520.00		
O-3	Design Standard Decision Document (DSDD)	6	4	12		40	24						86	\$ 15,980.00	\$ 15,980.00		
	Expenses														\$ 9,263		
TOTAL COST														\$ 290,397.85			

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among task



SECTION 3. FORMS

CITY OF BREA
SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

Status of Past and Present Contracts Form


On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: N/A*	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

**Kimley-Horn enters into thousands of contracts each year. An extremely small number of those contracts are concluded prior the completion of the scope of services. Although the causes vary, the most common reason for early contract conclusion is client non-payment. We are not aware of any early conclusion due to Kimley-Horn default.*

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 
Name: Darren J. Adrian
Title: Vice President

Date January 23, 2020



CONTACT:

Darren Adrian, P.E.

Darren.Adrian@Kimley-Horn.com

714.705.1304

Kimley»Horn

765 The City Drive, Suite 200

Orange, CA 92868

www.Kimley-Horn.com



AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "City") and Kimley Horn and Associates, Inc. a North Carolina corporation (hereinafter referred to as "Contractor"), who agree as follows:

I. Agreement

- A. This Agreement consists of this document together with the following Exhibits, all of which are incorporated herein by reference, and which, together, supersede all prior agreements and understandings between the parties with respect to the matter herein:

Exhibit A – Contractor's Proposal

Exhibit B – General Provisions

Exhibit C – Insurance Requirements

Exhibit D – California Labor Code Compliance

- B. This Agreement may be modified in writing only as specifically provided herein.

II. Scope of Services

- A. On or about December 11, 2019, the City issued its Request for Proposals for engineering consulting services including freeway onramp design services for Imperial Highway and the 57 Freeway ("RFP"). The RFP is incorporated by reference herein and a copy is on file with the City Engineer. In response, Contractor submitted its proposal dated April 28, 2020, attached hereto as Exhibit "A" and incorporated by reference herein ("Proposal"). Upon being given a written notice to proceed, Contractor shall commence performance of the services described in the RFP and the Proposal, and in compliance with all provisions of this Agreement (collectively, "Services".)

III. Term

- A. This Agreement shall commence on Effective Date and shall continue until the earlier of one (1) year or acceptance and final payment for the Services, unless sooner terminated as provided herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by both parties.

IV. Compensation

- A. Subject to the limitations herein, City shall pay Contractor for Services satisfactorily rendered according to prices set forth in Exhibit B and according to Section I.D Payment, in Exhibit B. The Parties agree that full and complete payment for all Services satisfactorily performed shall be the TOTAL, NOT-TO-EXCEED amount of Two Hundred Ninety Thousand Three Hundred Ninety Seven Dollars and Eighty Five Cents (\$290,397.85), including any and all reimbursables ("Contract Amount").
- B. Any work performed in excess of the Services, as described in Section II, without City's prior written approval shall be deemed to have been performed in

fulfillment of the requirements of this Agreement and included within the not-to-exceed Contract Amount.

- C. Payment for any approved, additional work, is addressed in the Payment section of Exhibit B.

V. Insurance Requirements

- A. All policies of insurance shall be provided by companies rated A:VII or better by A.M. BEST, and include all the required endorsements as set forth in Exhibit C.
- B. Exhibit C shall govern in the event of any conflict with the following coverages.
1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
 2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
 3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.
 5. **Cyber liability Insurance [if required]**
of at least \$1,000,000 per occurrence (may be provided as part of a professional liability policy)

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail. All communications shall be sent to:

City OF BREA - Project Manager:
Michael Ho, P.E.
Deputy Director / City Engineer
1 Civic Center Circle
Brea, CA 92821
(714) 990-7657 phone
MichaelH@CityofBrea.net

City OF BREA - City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

Contractor - Representative:
Darren Adrian
765 The City Drive, Suite 200

City of Brea
Contract No. _____

Orange, CA 92868
(714) 705-1304
darren.adrian@kimley-horn.com

IN WITNESS WHEREOF, The parties hereto have entered this Agreement as of the Effective Date:

City of Brea

City of Brea

a municipal corporation

Printed Name: Neil Groom
Title: Procurement & Contracts Administrator

Signature: _____
Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal
Title: City Clerk

Signature: _____
Date: _____

Contractor

Business Name: Kimley Horn and Associates, Inc.
Federal ID# 56-0885615

License Nos ☐ Contractor License #:
(if checked,
Contractor to provide) ☒ DIR Registration #: 1000010686

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Darren Adrian, PE No. C53031
Title: Vice President

Signature: _____
Date: April 29, 2020



City of Brea
Contract No. _____

Contractor 2nd Signature (if corporation)

Printed Name: Jason Melchor, PE

Title: Assistant Secretary

Signature: _____

Date: April 28, 2020

City of Brea
Contract No. _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

End of Exhibit A

EXHIBIT B
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

Contractor shall forthwith undertake and complete the Services in accordance this Agreement, including the RFP and Exhibits, all applicable Federal, State and City statutes, regulations, ordinances and guidelines, and industry standards, and to the reasonable satisfaction of City.

Labor Code Compliance

Some or all of the Services include “pre-construction work” in connection with a specific City project, so as to constitute a “public work” as defined in Labor Code Section 1720, et seq. As to all such work, Contractor shall comply with all requirements set forth in Exhibit “D” California Labor Code Compliance, attached hereto.

B. Documents, Reports, Photographs, Drawings

Contractor shall supply copies of all required maps, surveys, reports, plans and documents (hereinafter collectively referred to as “documents”), as described in the RFP and Exhibit “A”, to City within the time specified in the RFP. Copies of the documents shall be in such numbers as required by the City or otherwise as set forth in the RFP. The time limits set forth pursuant to this Agreement may be extended upon written approval of City.

C. Subcontracting

Contractor shall not subcontract any required performance without the City’s prior, written consent. In the event any such other persons are authorized by the City to be retained by Contractor, Contractor hereby warrants that such persons shall be fully qualified to perform the Services. Contractor further agrees that Contractor shall remain fully responsible for the performance of this Agreement, whether or not any subcontractor is utilized by Contractor.

D. Payment

City agrees to pay Contractor up to the Contract Amount for the satisfactory performance of the Services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Contractor. Payment to Contractor shall be made in accordance with the schedule set forth below. Notwithstanding any other provision herein, City shall retain five percent (5%) of each invoiced amount, pending receipt of all deliverables.

Payments to Contractor shall be made by City in accordance with the invoices submitted by Contractor, on a monthly basis for work satisfactorily performed, and such invoices shall be paid within 30 days after said invoices are received by City. All charges shall be in accordance with Contractor’s proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein, (i) in no event shall the total of said invoices exceed the Contract Amount; and (ii) further provided that in no event shall Contractor, or any person claiming by or through Contractor be paid an aggregate amount in excess of the Contract Amount.

Final payment shall be made not later than 30 days after presentation of final documents and acceptance thereof by the City.

Additional Services: Any agreement to provide additional services must be in writing, executed by both parties, prior to any work being initiated. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within 30 days after said invoices are received by City.

E. Information and Assistance

City will provide: (i) information and assistance as reasonably requested by Contractor; (ii) photographically reproducible copies of maps and other publicly available documents which Contractor considers necessary in order to perform the Services; (iii) such information as is generally available from City files applicable to the Services; and (iv) assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Contractor's responsibility to make all initial contact with respect to the gathering of such information.

F. Ownership of Work Product

1. Unless otherwise agreed upon in writing, all concepts, ideas, reports, documents, plans, specifications, and/or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the City by Contractor in the performance of this Agreement, including any and all known and unknown intellectual and/or proprietary rights arising from their creation (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Any use of the Work Product by City outside of the scope of this Agreement, shall be at City's risk. CONSULTANT shall not obtain or attempt to obtain copyright or other protection as to any of the Work Product.

2. Contractor hereby assigns to City all ownership rights, including any and all known and unknown intellectual property rights, to the Work Product that are not otherwise vested in the City pursuant to subsection F.1, above.

3. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

G. Termination

This Agreement may be terminated by City upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, Contractor shall be paid for services satisfactorily rendered up to the date of service of the Notice, and for any documented out of pocket expenses reasonably incurred by Contractor pursuant to this Agreement. In no event, however, shall Contractor receive more than the Contract Amount. Contractor shall provide to City any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by Contractor as of the date of termination. Contractor may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, Contractor agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit C of this Agreement.

I. Indemnity

1. Contractor and City agree that City, its elected officials, officers employees, agents and volunteers should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City.

2. **For Other Than Design-Professional Services.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this subsection "I") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or

agents in connection with the performance of the Contractor's Services, and/or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by the City or any of the other Indemnitees.

3. **For Design Professional Services.** If Contractor's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the Contractor, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Contractor shall bear legal liability) in the performance of design professional services under this Agreement. **Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor pursuant to this subsection I.3, exceed Contractor's proportionate percentage of fault.**

4. For purposes of subsection I.3, above, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

5. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The indemnification obligations set forth herein are binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

6. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. Assignment and Subcontracting

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by Contractor without the prior written consent of City.

K. Work Delays

In the event that Contractor fails to submit to City all required deliverables, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time required herein, or as may be extended by written consent of the parties hereto, then Contractor shall be in default.

L. Independent Contractor

1. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

2. All work and other Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Brea business license as required by the Brea City Code. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

3. All of Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services

under this Agreement.

4. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

5. To the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers employees, agents and volunteers, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.L, or any of Contractor's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

M. PERS Compliance and Indemnification

1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

2. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, officers employees, agents and volunteers from any and all liabilities, damages, claims,

costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.M.

N. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

O. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

P. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. The following order of documents shall govern in the event of any inconsistency or conflict between this Agreement, the RFP, and any Exhibit: This Agreement, then the RFP, then Exhibits B, C and D, then the Proposal.

II. Manner of Payment and Accounting Requirements

A. Taxes

1. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

B. Payment Terms

1. Invoices are to be submitted in arrears, after services have been satisfactorily performed. Subject to the five percent (5%) retention, payment will be made net 30 days after receipt of an invoice in a format acceptable to City. Invoices shall be verified and approved by the City and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
2. Billing shall cover services not previously invoiced. The Contractor shall reimburse the City for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the City shall not preclude the right of the City from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods.

C. Invoicing Instructions

1. Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
3. City does not accept electronic invoices.

D. Accounting Records of Contractor

1. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Agreement Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. CGL affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- 2. Limits shall be no less than \$2,000,000 per occurrence

Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- 1. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor’s own vehicle; and
 - b) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

1. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PLI)

1. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

E. Cyber Liability [if required]

1. Cyber liability insuring against any and all financial loss to the City or any other of the Additional Insureds, including bank charges, resulting from unauthorized access to, or theft or destruction of, City data including financial information of any kind, and/or personally identifiable information (PII) controlled, processed, stored, handled, or otherwise utilized by Contractor, with limits not less than \$1,000,000 per occurrence. This coverage may be provided as part of a professional liability policy.

III. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability

1. Additional Insured

- a) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"

- (3) Restrict coverage to the "Sole" liability of Contractor
 - (4) Exclude "Third-Party-Over Actions"
 - (5) Contain any other exclusion contrary to the Agreement
- c) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against

the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- B. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If “design professional” services include structural design services, and professional liability coverage, including coverage for Construction Defect claims, is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor’s Agreement with the City and an extended reporting period shall be provided for a period of at least 10 years from termination or expiration of this Agreement. For all other professional liability coverage provided on a claims-made basis, the extended reporting period shall be not less than three (3) years following termination or expiration, or such other period as approved in writing by the City’s Risk Manager.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor’s policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit C

EXHIBIT D

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that some or all of the Services under this contract are subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and, as to those Services constituting "public works", Contractor agrees to be bound by all the provisions thereof as though set forth in full herein, and to comply with the requirements of this Exhibit D.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this contract.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this contract. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Date _____ Signature _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 05/12/2020

SUBJECT: Revise Scope of Work for Pump Replacement and Enclosures at Carbon Canyon Booster Stations 2 & 3 Projects; Add New CIP Project for Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park; and Approve Professional Services Agreement with NV5 for Design Services

RECOMMENDATION

1. Revise Scope of Work for CIP No. 7470 Pump Replacement at Carbon Canyon Booster Station Nos. 2 and 3
2. Revise Scope of Work for CIP No. 7471 Construction of Booster Stations Nos. 2 and 3 Enclosures
3. Adopt Resolution to Add New CIP Project No. 7475 – Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park to the FY 2019-20 CIP
4. Approve Professional Services Agreement with NV5 for the Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park in the amount of \$300,557

BACKGROUND/DISCUSSION

In 2009, the City approved the 2009 Water Master Plan Update (Plan). Within this Plan, there was a recommendation to replace the pumps and motors at Booster Pump Stations Nos. 2 and 3, which were originally constructed over fifty years ago in Carbon Canyon. The equipment is past its useful life, is no longer efficient, and has deteriorated over the years by being exposed to the outdoor elements and vandalism. The Plan also recommends the stations be fully enclosed with a concrete or brick building with roof structure to prevent weather exposure, provide fire protection, deter vandalism, and extend the operating life of the pumps and equipment. Lastly, the Plan recommended installing a new generator for each station site to provide redundancy for any loss of power. In the past, Booster Pump Station 3 has seen infrastructure damage to the equipment, but luckily while the damage occurred, staff was able to get it replaced without causing any impacts to the customers.

Booster Pump Stations No. 2 and 3 are located along Carbon Canyon Road/State Route 42 in the easterly section of Brea. The primary purpose is to boost pressure and water up into the reservoir located just north of Carbon Canyon Road in the east end of the City. The location of the stations are adjacent to the Carbon Canyon Road/State Route 42 (see Attachment A). Booster Station No. 2 is located approximately 10 to 15 feet away from the edge of the roadway, whereas, Booster Station No. 3 is built further off the roadway and has an access road.

In 2013, the City adopted the 7-year CIP (2013-2020), which included two projects with

respect to the Booster Station Nos. 2 and 3 Plan recommendations. The first project entitled "Pump Replacement at Carbon Canyon Booster Station Nos. 2 & 3", CIP 7470, proposed to replace the two existing pumps and motors at this site. The second project entitled "Construction of Booster Stations Nos. 2 & 3 Enclosures", CIP 7471, proposed to construct two new enclosures at Booster Station Nos. 2 and 3. These projects were slated for a Fiscal Year 2014-15 funding program year. Since that time, staff has developed several plans, revised the scope, completed several maintenance upgrades and updated the funding.

Currently the two projects are in the Design Phase for both Stations Nos. 2 and 3. Staff selected the design engineering firm NV5 through the as-needed design engineering contract to deliver the plans specification and bid documents for the two projects. NV5's scope of work included the design, development of plans, specifications, and engineers estimate (PS&E), preparation of maps showing the City's property limits, and revising/improving existing mechanical and structural design of the pump system at both stations.

The design for Station No. 3 is almost complete and is anticipated to be bid this summer. However, during the early design work for Station No. 2, NV5 made staff aware of some major construction constraints to rehabilitate Booster Pump Station No. 2 at its current location. Some of the construction constraints were identified as follows:

1. Pump station is too close to the roadway
2. Difficulty in accessing the site with no staging area
3. Difficulty in obtaining a permit from Caltrans
4. Traffic control issues on State Route 42
5. SCE power relocation issues
6. Need for additional easements for the building

Additionally, there is no parking area or vehicle turn out to visit the site for routine maintenance. Therefore, staff decided that the current Station No. 2 location was deemed infeasible to complete the project scope of work during this season and the design work was placed on hold. Subsequent to this decision, staff decided to review other locations along Carbon Canyon to relocate Booster Station No. 2, which would accomplish the 2009 Plan recommendations.

Therefore, based on several months of research for potential sites for Booster Station No. 2, staff is recommending relocating Booster Pump No. 2 to the Olinda Ranch Park, which is approximately 1.2 miles to the west of its current location. Staff verified the water hydraulics and modeling of the potential site with the design engineer NV5, and confirmed that the new site can provide adequate water pressure, flow and reliability.

There are many benefits in relocating Booster Station No. 2 to the potential new site. One main advantage is the overall project schedule. The design and construction at the current location is estimated to take approximately 29 months versus 16 months for design and construction if relocated to Olinda Ranch Park. Below are additional benefits in the new location:

- Lower risk area for fire danger

- Will not be located on a blind curve
- Easier access to site for routine operations and maintenance
- Not in a confined work area
- No construction easements or property acquisition required

Engineering staff met with various departments for the proposed location, Olinda Ranch Park, and does not anticipate any concerns. After discussion with the various departments, it was also determined that a restroom would be a beneficial feature to add to give the park users a restroom on the east/upper end of the park. The restroom would be tied to the new proposed booster pump building and match the existing building architecture of the current buildings in the park. Additionally, staff will continue to provide outreach to the public for input as part of the initial design phase.

Since staff is recommending relocating Booster Pump No. 2 to Olinda Ranch Park, the scope of work for CIP 7470 and 7471 needs to be modified to remove the Booster Pump No. 2 component. The revised scope for the two projects will only consist of design and construction at the Booster Pump No. 3 location in Carbon Canyon. Additionally, staff recommends adding a new project to the Fiscal Year 2019-20 CIP to reflect the relocation of Booster Pump Station No. 2 and scope of work entitled "Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park", CIP 7475.

Currently the two project descriptions and scope are as follows:

- Project No. 7470 – Replace the booster station pumps at Stations 2 and 3
- Project No. 7471 – Enclose the booster stations at Stations 2 and 3

The proposed scope change would be:

- Project No. 7470 – Pump Replacement at Carbon Canyon Booster Pump Station No. 3
- Project No. 7471 – Construction of Booster Station No. 3 Enclosure
- New Project No. 7475 – Carbon Canyon Booster Pump Station No. 2 Pump Station Enclosure and Restroom at Olinda Ranch Park

Based on the aforementioned project scope modifications discussed, staff requested NV5 to provide a proposal to complete the design of the new Booster Station No. 2 location. Soon thereafter, NV5's proposal was provided to staff to complete the design services in the not-to-exceed amount of \$300,557. Staff evaluated this proposal and has determined the proposal to be reasonable. Therefore, staff is recommending the City Council consider approving a Professional Services Agreement for design services to complete the design of Project CIP 7475.

SUMMARY/FISCAL IMPACT

Table 1 reflects the current FY 2019-20 combined budget for CIP 7470 and 7471 as follows:

**Table 1 – Project Budget Breakdown
(CIP 7470 and 7471)**

Expense Category	FY 2019-20 Adopted Budget	FT 2019-20 Expenses to Date	FY 2019-20 Remaining Budget

	(\$)	(\$)	(\$)
Design	104,386	9,096	95,289
Construction including a 10% Contingency	1,060,000	0	1,060,000
Construction Engineering	72,565	0	72,565
Total	1,236,951	9,096	1,227,854

The current cost to construct Booster Pump Station No. 3 and Enclosure is estimated at \$475,000, therefore there are sufficient funds to complete the revised scope of work for projects 7470 and 7471. Both Projects are funded by the Water Utility Fund (420) in the total combined amount of \$1,236,951. Once CIP Projects 7470 and 7471 are constructed, all remaining funds will be returned to the Water Fund.

Table 2 reflects the proposed budget for the Proposed New CIP Project 7475 as follows:

Expense Category	FY 2019-20 Proposed Budget (\$)	FY 2019-20 Proposed Water Fund (420) (\$)
Design	325,000	325,000
Construction including a 10% Contingency	2,450,000	2,450,000
Construction Engineering	175,000	175,000
Total	2,950,000	2,950,000

In order to add the new CIP Project 7475 to the FY 2019-20 CIP, staff developed a Resolution for City Council to consider for adoption (see Attachment C). There are sufficient funds in the Water Utility Fund (420) to fund the project as depicted in Table 2. Therefore, if the Resolution is adopted by City Council, CIP Project 7475 would be fully funded. There will be no General Fund impact from this Project.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

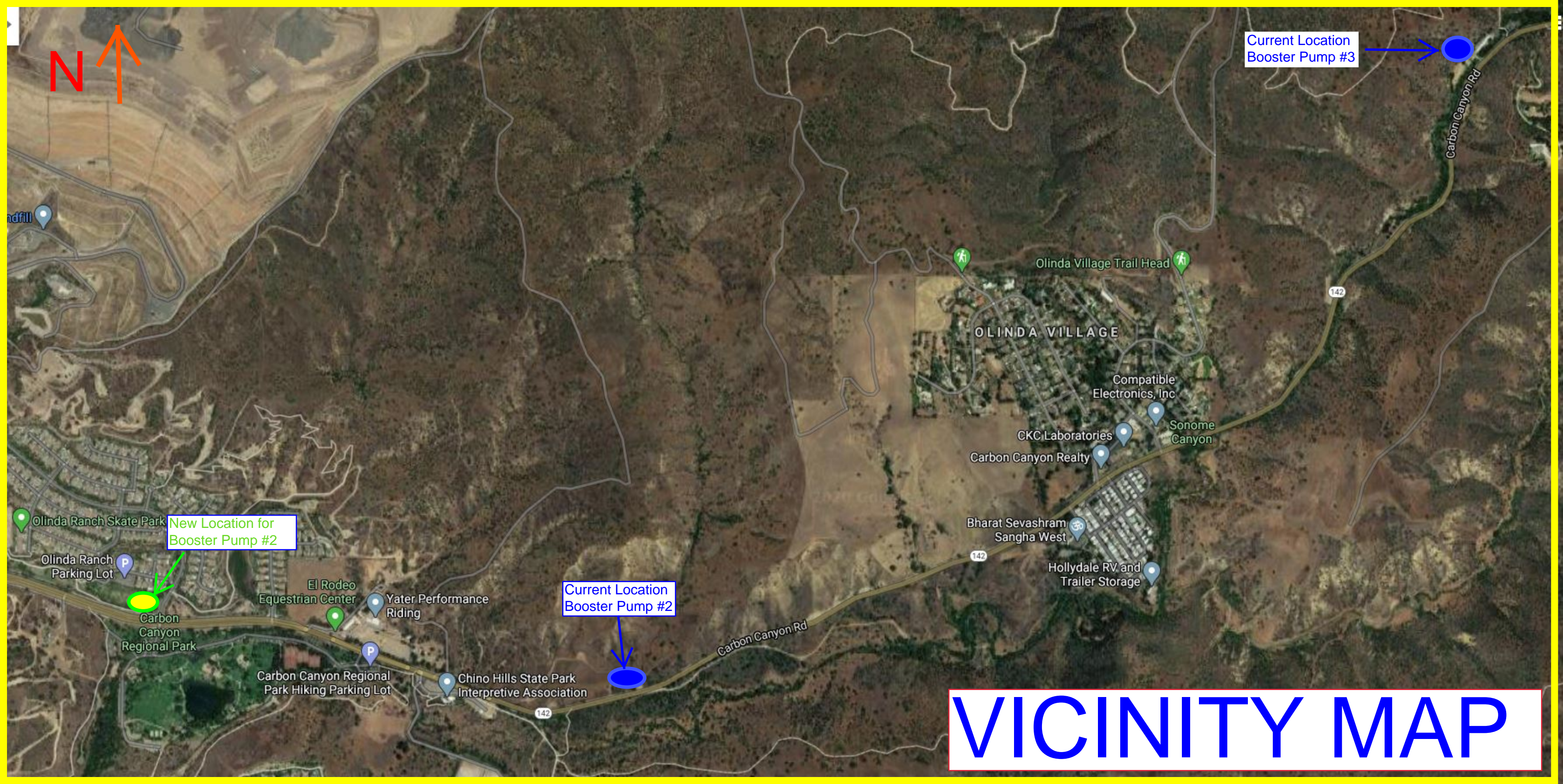
Attachment A - Vicinity Map

Attachment B - Site Plan

Attachment C - Reso

Attachment D - Proposal & Fee

Attachment E - Professional Services Agreement



N

Current Location
Booster Pump #3

New Location for
Booster Pump #2

Current Location
Booster Pump #2

VICINITY MAP



Olinda Ranch
Neighborhood
Park

Olinda Ranch
Neighborhood Park

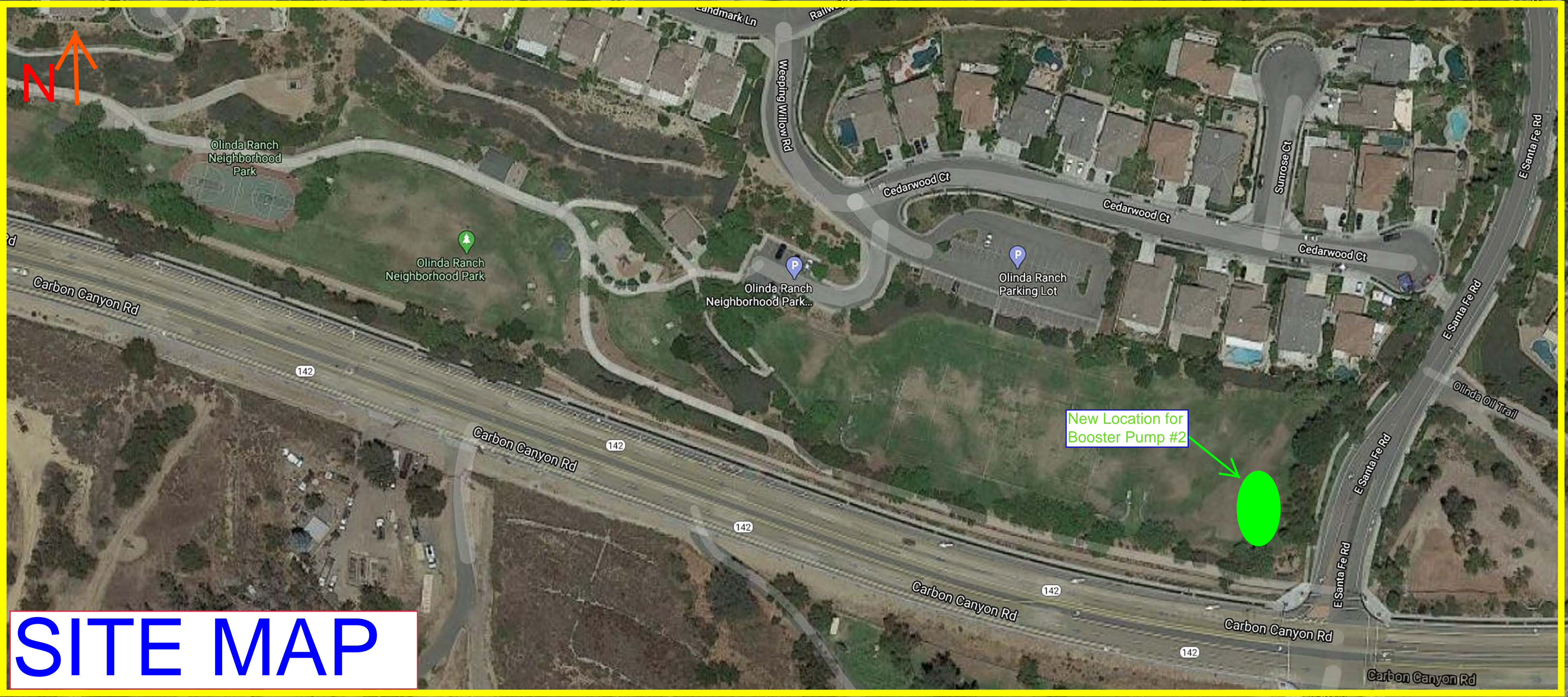
Olinda Ranch
Neighborhood Park...

Olinda Ranch
Parking Lot

New Location for
Booster Pump #2



SITE MAP



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADD A NEW PROJECT ENTITLED “BOOSTER PUMP STATION NO. 2 AND RESTROOM AT OLINDA RANCH PARK”, PROJECT 7475 AND APPROPRIATE FUNDS FROM THE WATER UTILITY FUND (420) TO THE CAPITAL IMPROVEMENT PROGRAM PROJECT 7475, BOOSTER PUMP STATION NO. 2 AND RESTROOM AT OLINDA RANCH PARK

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to add a project to the FY 2019-20 Capital Improvement Program entitled “Booster Pump Station No. 2 and Restroom at Olinda Ranch Park”, CIP Project 7475 and appropriate funds from the Water Utility Fund (420) to the Capital Improvement Program Fund (510), for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, for the Fiscal Year 2019-20.

(ii) The Capital Improvement Program Budget, Resolution No. 2019-043, and subsequent amendments, did not anticipate the adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2019-043, as heretofore amended, be further amended to:

1. Add a project entitled “Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, CIP Project 7475 to the Capital Improvement Program Fiscal Year 2019-20 budget; and

2. Appropriate funding from the Water Utility Fund (420) to Capital Improvement Program Fund (510) for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, in the amount of \$2,950,000; and

3. Appropriate an additional \$2,950,000 to the Capital Improvement Program Fund (510) for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park.

APPROVED AND ADOPTED this 19th day of May, 2020.

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 19th day of May, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

City Clerk

SCOPE OF SERVICES

Our proposed scope of services for the Carbon Canyon Booster Pump Station No. 2 Relocation Project consists of the following:

- Project Understanding
- Scope of Work

Each is described below.

Project Understanding

The City of Brea (City), is interested in relocating the existing Carbon Canyon Booster Pump Station No. 2 (CCBPS2) to the existing Olinda Ranch Neighborhood Park located on Carbon Canyon Road, which is approximately 1.2 miles west from the existing CCPBS2 location on Carbon Canyon Road. The existing CCBPS2 includes an existing 12-inch suction pipe manifold that increases to 14-inch with 2 vertical turbine pumps discharging to a common 12-inch discharge header and force main.

Project Objectives

The CCBPS2 is a key facility that boosts potable water in the system. The intent of the Project is to replace this booster pump station in its entirety with a new booster pump station at the proposed location.

Scope of Work

Our scope of work is based on the following assumptions and exclusions:

- The structural design, documentation and submittals will satisfy the current California State Building Code.
- Means and methods of construction shall be the responsibility of the contractor, including design of construction related elements.
- Special Inspections not provided in this scope of services.
- Design for future vertical expansion excluded.
- Steel to steel connections, if required, will be designed by the steel fabricator's connection engineer. NV5 will provide required connection capacities.
- Exterior metal stud walls, if required, and their connections is a delegated design and is by others.
- Foundation system is to be shallow, isolated spread footings and continuous wall footings based on presumptive minimum allowable soil bearing pressures. Design has not been included for deep foundations.
- Slab on grade is to be non-structural (i.e., ground supported conventional slab on grade). Design has not been included for structured slab-on-grade that spans between foundations.
- Environmental analysis is excluded.
- A maximum of 2 site layouts at the Olinda Ranch Park will be evaluated as potential locations for the new booster pump station.
- Potholing and/or subsurface exploration of existing utilities or potential conflicts are excluded.
- Permitting and public outreach services are excluded.

- All work remains within the City's existing property and not right-of-way consulting or engineering, surveying, plats or easements are included in this scope of services.
- All deliverables will be in electronic format (PDF). Hard copies are excluded.
- Bid period services and engineering services during construction are excluded.
- In-Person meetings are not anticipated. All meetings are based on conference calls or Go-To meetings.
- Survey work and fee assumes access will be allowed to the site during normal working hours
- Survey point horizontal and vertical accuracy will be ± 0.15 feet. Surface contours will have an accuracy appropriate to a one-foot contour interval, i.e. ± 1.0 feet.
- Survey will capture only surface appurtenances of existing utilities
- Filing/recording any Records of Survey or Corner Records is excluded from the survey fee
- Survey work does not include setting of any property corners, plotting of easements, review of title reports, survey of areas blocked by parked vehicles, survey of pothole locations
- If a best-fit boundary will be used in the survey, the boundary will be calculated from record maps and adjusted to a minimal number of survey monuments located in the field
- Survey work does not provide information of existing pavement conditions, damaged sidewalks, damaged curb and gutters or red curb locations
- Any item not specifically included in the surveying services scope of work is excluded

Task 1 – Project Management

Internal coordination will be critical as multiple disciplines will be collaborating on the Project and compiling information and recommendations on the existing potable water system and booster pump station relocation. The City will be kept fully informed of key issues and their resolution with decisions documented during the collection and review of data, and system evaluation processes. Effective management of the project to complete the CCBPS2 Relocation Project, on time and within budget will be accomplished by providing the following subtasks.

Task 1.1 – Project Administration

Project administration includes supervision and scheduling of NV5 staff, project coordination with NV5 staff and subconsultants, liaison with the City, monitoring of budget and schedule, corresponding with City staff and other interested parties, and peer (QA/QC) reviews by senior staff.

Status discussions will be held with the City project manager on a bi-weekly basis. These discussions are assumed to occur by phone. The discussions will include a review of action items, a discussion of outstanding technical issues, and a confirmation of planned activities for the subsequent work.

Status reports will also be submitted monthly as part of the invoicing process and will include:

- 1) Detailed breakdown of labor hours and costs for each task.
- 2) Summary of project financial status in spreadsheet form.
- 3) Description of accomplishments for the previous month and a summary of goals for the next month.
- 4) Updated preliminary project schedule.

Task 1.2 – Project Meetings

The following meetings are planned to provide the City with opportunities to furnish input.



- **Kickoff Meeting** – NV5 will review project goals, identify background data to be provided by the City, confirm the relocation constraints, and discuss preliminary concerns the City may have.
- **Coordination Meetings/Workshops** – NV5 will conduct the following meetings / workshops with City staff:
 - **Draft Preliminary Design Report Review Comments Meeting** - After the City has completed their review of the Draft CCBPS2 Relocation Project Preliminary Design Report, NV5 will meet with City staff to receive feedback and to confirm final recommendations and priorities to incorporate into the final design documents.
 - **60% Design Review Comments Meeting** - After the City has completed their review of the 60% Design Documents, NV5 will meet with City staff to receive feedback and comments to incorporate into the 90% Design documents.
 - **90% Design Review Comments Meeting** - After the City has completed their review of the 90% Design Documents, NV5 will meet with City staff to receive feedback and comments to incorporate into the Final Design documents.

NV5 will coordinate with City staff to schedule all project meetings and will provide meeting agendas one week in advance followed by meeting notes within one week of each meeting. Copies of meeting notes may be included in the monthly invoicing packet.

Task 1.3 – QA/QC

Quality assurance and quality control will be accomplished through peer review by senior engineering staff prior to each deliverable. The results of the internal peer reviews can be made available to the City upon request and if necessary can be made with the project deliverables.

Task 2 –Data Collection & Review

Available background information provided by the City will be reviewed including: GIS data sets (parcels, water mains, sewer mains, storm drain mains, etc.), record drawings of existing infrastructure near the proposed location, existing booster pump data, operational data (pump settings, etc.), and record drawings of existing Olinda Ranch Park. This information will be reviewed and documented for use in the Preliminary Design Report.

Task 2.1 – Review of Existing Documentation

NV5 will gather available information applicable to the existing Olinda Ranch Park including: As-Built drawings for existing infrastructure; previous geotechnical investigations (if available); any recent and/or future (proposed) improvements, etc. Background information will be summarized in a Background Data Summary TM for submittal to the City listing all the data available and how it will be used in the feasibility analysis.

Task 2.2 – Utility Coordination

NV5 will contact local utility companies using the Utility “A” Letter process to obtain information concerning existing underground and overhead utilities in the vicinity of the Project area, including power, gas, telephone, internet, and cable TV. Utility owners will be contacted to confirm locations as follows:

- Southern California Gas Company (gas)
- Southern California Edison Company (electrical)
- Spectrum and AT&T (telephone, cable)
- Frontier (telephone)
- Verizon (telephone)
- City water, sewer, and storm drain systems



Record data obtained from each of the utilities will be incorporated into an existing utilities map with each type of utility on a separate layer. Information obtained from each utility will be recorded in a Project record data matrix for reference. Information will include data derived from the topographic mapping of existing subsurface structures.

Following receipt of information in response to the “A” Letters, a preliminary layout of the existing utilities, location, size, and connectivity will be prepared and presented as part of the base map to be used in the design documents.

Upon completion of the 60% design documents, “B” Letters will be transmitted to the utilities requesting verification of the location of their utilities as shown on the background mapping. Additional information or requirements for construction adjacent to existing utilities as well as a relocation of their utilities, including a contact person during construction, will be requested. NV5 will coordinate with the specific utilities to properly design any relocation of existing utilities necessary to achieve the most cost-effective and sustainable improvements at the Project site. If necessary, all relocations or changes to existing utilities will be completed prior to the start of the construction of the Project, unless such relocation can be accomplished at the time of the Project construction.

Finally, when the design documents for the Project are ready for bid, NV5 will prepare and submit “C” Letters incorporating final design documents and any required utility relocations, point of contact during construction, and a preliminary construction schedule.

TASK 3 – SURVEYING SERVICES

NV5 Survey will perform a topographic survey of the areas shown on the attached Exhibit A, and prepare a CAD/Civil 3D drawing of planimetrics and a Civil 3D surface based on the survey. Said survey will be based off of existing published horizontal and vertical control. Street Right-of-Way information will be shown based from record GIS mapping information only.

Task 3.1 – Project Research

NV5 will research and obtain existing GIS files showing the approximate street right-of-way. Also, existing Horizontal and Vertical survey control records will be researched and ties to those monuments will be utilized as the Basis of Coordinates for this project.

Task 3.2 – Topographic Survey

NV5 will conduct a survey of existing topographic features that includes: roadways, driveways, curb ramps, sidewalks, curb and gutter, trees and other vegetation, existing striping, traffic signals, light poles, power poles, pull boxes, manholes, storm drain inlets, fire hydrants, and any other surface visible utilities. The extents of the survey will be from back of sidewalk to back of sidewalk along the street right-of-way.

Task 3.3 – Deliverables

Deliverables shall be a version 2018 AutoCAD Civil3D file along with a .PDF exhibit of the work area. Mapping will be in conformance with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.3-2002), nominally with a plotting scale of 1”=40’ and equivalent vertical accuracy for 1’ contours intervals.

Task 3.4 – QA/QC and Project Management

All work will be directed, overseen and checked by a licensed Land Surveyor.

Task 4 – Geotechnical Services

The geotechnical services proposal is based on preliminary project information and cursory review of the anticipated geologic conditions. It is understood that the project includes removal and replacement of about 4,500 feet of 12-inch water pipelines and construction of a new pump station (anticipated depth of 8 feet to 10 feet underground). The new water will end approximately 1,000 feet away from the existing pump station 2 location (to be abandoned). In addition, a small bathroom structure is proposed.

The purpose of the geotechnical investigation services will be to evaluate the geotechnical conditions at the site and provide geotechnical design recommendations pertaining to the proposed construction.

NV5's geotechnical investigation services will be performed using the degree of care and skill ordinarily exercised under similar soil circumstances by a registered geotechnical engineer with experience in the southern California area. No other warranty either express or implied will be made as to the conclusions and professional advice issued as a result of the proposed evaluation. NV5 services do not include an evaluation of the presence of hazardous materials or contaminated soils. If such materials are encountered or are suspected during drilling, the field work will be terminated and you will be notified immediately. Final assessment of the site conditions should be considered a professional opinion based on data obtained.

Task 4.1 – Research/Review Existing Geotechnical Documents and Encroachment Permit

Any available preliminary project plans and any available geotechnical maps / literature pertaining to the site and vicinity will be reviewed. A site reconnaissance will be required to determine the locations of the proposed borings based on completion of the proposed alignment and consideration of property access. NV5 will prepare and submit an encroachment permit to the City of Brea for potential drilling in the public right of way. Drilling is not proposed in the State Highway 142 (Carbon Canyon Road), but rather off the highway in the city streets and public parks.

Task 4.2 – Field Exploration Markout and Coordination with Client and Subcontractors

Field reconnaissance of the site is required to mark out of the proposed exploratory boring locations. Underground Service Alert (USA) will be notified for subsurface utility clearance prior to excavation.

Task 4.3 – Field Explorations and Borings

NV5 will investigate the underlying geotechnical conditions within the project area by sampling and logging six (6) to seven (7) exploratory borings at selected locations to include the following:

- Four (4) to five (5) borings drilled to maximum depths of approximately 10 feet (or practical refusal) below ground surface (bgs) in the area of the water line replacement alignment, **north of Highway 142/Caltrans right-of way.**
- Two (2) borings advanced to a depth of about 15 to 20 feet (or practical auger refusal) in the area of the proposed new structures (pump station and bathrooms).

We anticipate that all borings will be drilled with a truck-mounted drill rig utilizing hollow-stem augers. Subsequent to logging and sampling, the borings will be backfilled with soil cuttings and the surface repaired in accordance with the City of Brea Encroachment Permit.

NV5 will retain the services of a traffic control subcontractor to provide traffic control in accordance with California Manual of Uniform Traffic Control Devices during the field exploration. **It is assumed that a no fee encroachment permit will be issued by the City of Brea for any work completed in their right-of-way.** The borings located in the public right of way will be backfilled and the surface patched with Aquaphalt.

Due to potential uncertainties in various utility locations (as-built drawings unavailable), it is recommended the services of a private utility locator be utilized prior to completing drilling activities.

Task 4.4 – Laboratory Testing

Appropriate laboratory testing of representative samples of the soils encountered will occur. Laboratory tests may include in-situ moisture content and density, soil identification and classification, compaction, expansion index, direct shear testing and corrosivity.

Task 4.5 – Analysis and Report

Geotechnical analysis of the data obtained will occur, including evaluation of the accumulated information and develop conclusions and recommendations addressing the geotechnical aspects of the project.

Preparation of a report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint regarding the proposed construction. The geotechnical report will include a discussion of the general subsurface soil and groundwater conditions, stability of proposed pipe trench excavations, recommended lateral earth pressures for design of shoring (if necessary), and trench backfill requirements. In addition, grading, pavement and foundation recommendations will be provided for the design and construction of the proposed new pump station location.

Task 5 – Preliminary Design Report

Task 5.1 – Hydraulics Analysis

NV5 will use the available data to identify the potential impacts to the existing system hydraulics if the booster pump station is relocated. The hydraulics analysis will include the development of a system head curve based on the new location and discharge characteristics along with the most optimum pumps for the application. Only vertical turbine pumps will be considered in the analysis and of similar manufacturer as the existing booster pumps to allow for some standardization of equipment within the City. The system head curve and initial pump selections will be submitted to the City for review and comment.

Task 5.2 – Site Layout Analysis

The existing Olinda Ranch Park is used for recreational purposes and any potential layout of the proposed CCBPS2 should minimize the impact of the recreational uses and maximize the access of the equipment and facility by O&M staff. This site layout analysis will include a maximum of two (2) layout alternatives, each alternative layout will take into consideration the following elements:

- **Connections:** Ability to connect to existing mains.
- **Utility Coordination:** Impacts to existing utilities.
- **Access:** Ability to access site by City staff.
- **Security:** Ability to protect the facility from intrusion and vandalism.
- **Drainage:** Proper drainage around site.
- **Right-of-Way Requirements:** Permanent and Temporary Construction easements.
- **Permitting Requirements:** Encroachment permits.
- **Aesthetics:** Facility improvements to mesh with existing park features.

The two layout alternatives will be shared with the City with key issues and constraints as well as a pros and cons for review and discussion.

Task 5.3 – Draft Preliminary Design Report

A new pump house building will be required for the new CCBPS2 site at the Olinda Ranch Park in Brea, CA. The structure will be characteristic of the existing Recreation Building on site. Size of the pump house will be determined using the hydraulic analysis and consideration of the constraints outlined in Task 3.2 above. The new pump house will need to have similar aesthetic features as the existing Recreational Building at the park.

NV5 will take into consideration all of the information collected and analyzed as part of the sub-tasks above to prepare the Carbon Canyon Booster Pump Station No. 2 Relocation Project Preliminary Design Report (PDR). NV5 will coordinate with City staff to ensure the PDR is prepared with the correct format and content. A copy of the Draft Table of Contents (TOC) will be submitted to the City for review and comment. Upon receipt of comments and approval of the TOC, we will prepare and submit the Draft PDR to the City for review.

The Draft PDR will build from the available information and include an overview of existing information to form the basis of design. Project base maps will be updated with mapping information, Underground Service Alert (USA) markings, visible utility trenches, or other surface markings. Any pertinent design considerations and/or City Standards deviations will be fully discussed using Business Cases Evaluations before they are incorporated into the final design. Included in the PDR will be construction cost budgets (estimates), preliminary design criteria, construction schedule, preliminary list of technical specifications, and 30% design plans. The Draft PDR will be submitted to the City in electronic form (PDF) for review and comments.

Upon receipt of comments from the City, NV5 will prepare a comments/response log and submit it with our proposed responses to all the comments received on the Draft PDR. NV5 will prepare and submit the Final PDR in electronic form (PDF) for use and distribution. This document will be the basis for the Final Design Documents.

Task 6 – Final Design Documents

Task 6.1 – Pump Station Facility

The PDR (30% Design Level) document will be used as a basis to develop a complete set of Contract Documents (plans, specifications, and engineering estimates) for the CCBPS2 Relocation Project. This task includes all the activities necessary to provide the City with a complete set of Bid Documents for the Project.

NV5 will prepare the Final Design Project plans and specifications and submit to the City for review and comments at the 60% and 90% design completions stages. The plans will include the following disciplines:

- General
- Civil
- Structural
- Mechanical
- Electrical
- Instrumentation

The plans and specifications will abide to the City standards with modifications (approved by the City) to meet specific project requirements.

The 60% design specifications will be created using the City's General Specifications and NV5 will developed the Special Provisions. We will develop and incorporate the technical specifications required for this Project. The specifications will be completed using Construction Specifications Institute (CSI) format. Specific methods of payment for each portion of work as required by the Project will be clearly identified in the specifications to define a concise set of bid items.

We will develop the 60% engineer's estimate with specific detail and coordinated with City staff to identify the proper bid items. The quantities and descriptions for each bid item will coincide with the measurement and payment descriptions included in the specifications.

We will compile comments from the City during the 60% Design Review Comments Meeting. All comments will get incorporated into a standard Comment/Response Decision Log. This log will be submitted to the City with the complete 90% Design Submittal. We will provide the City with copies of the structural calculations for the design.

The 90% Design Plans, Specifications and Estimate will incorporate all City comments.

We will compile comments from the City staff during the 90% Design Review Comments Meeting. All comments will be incorporated into a standard Comment/Response Decision Log. This log will be submitted to the City with the complete Final Design Submittal so that it becomes part of the Contract Documents.

The Final Design Plans, Specifications and Estimate will incorporate all City comments.

At each design stage, NV5 will include updated design and construction schedule, engineer's opinion of probable construction costs.

Task 6.2 Bathroom Facility

We understand the project consists of new single use restroom building adjacent to the existing Pump Station #3. It is our understanding that this scope would be added to the current package for the new pump station enclosure. The building will be ADA compliant and consist of a urinal, toilet, sink and changing table.

Task 6.2.1 – General Services

Attendance of three (3) coordination meetings per discipline (via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.

Providing assistance to the design team on establishing space allocations for systems, equipment and associated distribution.

Preparation of Construction Documents, consisting of bill of materials, drawings and technical specifications (for specific sections as necessary) setting forth in reasonable detail the requirements for constructing the project. We understand that specification section templates will be provided for our review and editing.

Preparation of sealed and signed drawings for building department permit submittal.

Completion of drawings utilizing AutoCAD production software.

Task 6.2.2 - Mechanical Engineering Services

Design the mechanical systems to support the restroom building program and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and owner selected consultants.

Prepare calculations to demonstrate compliance with the applicable energy codes for the mechanical systems using the mandatory and prescriptive requirements as outlined in the California Energy Code (Title 24).

Scope of work is limited to the restroom building only.

Task 6.2.3 Plumbing Engineering Services

Design of the plumbing systems, including storm drainage, sanitary sewer, domestic hot and cold water systems. Our scope of services will include up to five feet outside the building. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.

Prepare calculations to demonstrate compliance with the applicable energy codes for the plumbing systems using the mandatory and prescriptive requirements as outlined in the California Energy Code (Title 24).

Plumbing site utility scope is not included with this proposal and will be provided by others.

Task 6.2.4 Electrical Engineering Services

Design of the electrical power distribution system to support the building systems and equipment loads. Services will be roughed-in to locations determined by others.

Prepare calculations to demonstrate compliance with the applicable energy codes for the electrical systems using the mandatory and prescriptive requirements as outlined in the California Building Code (Title 24).

Design of back of house lighting systems including fixture specifications, controls and circuiting.

Coordinate site utility requirements with the Civil Engineer and local electric utility.

Task 6.2.5 – Structural Engineering Services

The NC team will provide structural engineering design and prepare contract documents for review and comment by the NV5 structural team in CA. The NV5 team in CA will review, sign, and seal the documents, and will perform construction administration as needed. The NC office will also provide drawing production services for the architectural construction drawings as directed by our in-house architect. The architect will review all contract drawings produced. Submittals will be required at 30%, 60%, 90% and 100% design. Services and contract documents for this project will be similar in nature to those performed on the Carbon Canyon Booster Pump Station.

The following drawings will be developed for the bathroom facility:

- A-1 Architectural General Notes
- A-2 Floor Plan
- A-3 Roof Plan
- A-4 Sections and Details
- A-5 Building Elevations
- A-6 Hardware Schedule and Architectural Details
- S-1 Structural General Notes
- S-2 Abbreviations and Table of Special Inspections
- S-3 Foundation and Roof Framing Plan
- S-4 Typical Foundation Details
- S-5 Typical CMU Details
- S-6 Typical Wood Details
- S-7 Sections and Details

Scope and Submittal Requirements will be as follows:

30% Design

- Participate in phone and email discussions for coordination purposes.
- Participate in a maximum of (2) web-based meetings.
- Develop plan view and elevation view to side and position structure on site.

60% Design

- Participate in phone and email discussions for coordination purposes.
- Participate in a maximum of (2) web-based meetings.
- Develop plans, typical details and general notes.
- Complete gravity and lateral analysis/design for bathroom building.
- Provide structural specifications.
- Assist in coordination with all disciplines. Specifically coordinate with architect for production of architectural drawings.
- Provide Statement of Special Inspections.
- Include construction drawings indicated above to 60% level of completion.
- Perform internal QA/QC.

90% Design

- Respond to comments.
- Coordinate final architectural drawings with architect.
- Submit final specifications.
- Submit drawings in electronic format.
- Submit structural material quantity takeoffs for estimating purposes

100% Design

- Respond to comments.
- Coordinate final architectural drawings with architect in NV5 NY office.
- Submit final drawings for bid.
- Submit final specifications.
- Submit structural calculations.
- Submit drawings in electronic format.
- Submit structural material quantity takeoffs for estimating purposes by NV5 Sacramento office.

CITY OF BREA
CARBON CANYON BOOSTER PUMP STATION NO. 2 RELOCATION DESIGN
Fee Estimate
April 17, 2020

Task	\$210.00 Bradley Waldrop	\$190.00 Nona Espinosa	\$150.00 Kaitlyn Leong	\$190.00 Valoree Elkinas	\$180.00 Daniel Mendez	\$110.00 Supporting Staff	\$100.00 Project Assistant	Total NV5 Labor Hours	Total NV5 Labor Cost	Total Structural Labor Cost	Total Infrastructure Labor Cost	Total
	Project Manager	Project Engineer	Utility Coordinator	Structural Engineer	Electrical Engineer	Staff Engineer	Project Assistant					
Task 1 – Project Management												
1.1 Project Administration	40						8	48	\$9,200	\$0.00	\$9,200	\$9,200
1.2 Project Meetings												
- Kickoff Meeting	2	2						4	\$800	\$0.00	\$800	\$800
- Draft PDR Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
- 60% Design Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
- 90% Design Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
1.3 QA/QC	24							24	\$5,040	\$0.00	\$5,040	\$5,040
Subtotal Task 1	72	8	0	0	0	0	8	88	\$17,440	\$0.00	\$17,440	\$17,440
Task 2 – Data Collection and Review												
2.1 Review Existing Documentation												
- Collect/Review Background Information	2	24	16			4		46	\$7,820	\$0	\$7,820	\$7,820
- Submit Background Data Summary TM	2	12		4		16	2	36	\$5,420	\$760	\$4,660	\$5,420
2.2 Utility Coordination												
- Submit "A" Letters			12			8	2	22	\$2,880	\$0	\$2,880	\$2,880
- Submit "B" Letters			8			4	2	14	\$1,840	\$0	\$1,840	\$1,840
- Submit "C" Letters			4			2	2	8	\$1,020	\$0	\$1,020	\$1,020
Subtotal Task 2	4	36	40	4	0	34	8	126	\$18,980	\$760	\$18,220	\$18,980
Task 3 - Surveying Services												
Surveying Services									\$20,643	\$0	\$20,643	\$20,643
Subtotal Task 3									\$20,643	\$0	\$20,643	\$20,643
Task 4 - Geotechnical Services												
4.1 Research/Review Existing Geotechnical Documents and Enncroachment Permit									\$420	\$0	\$420	\$420
4.2 Field Exploration Markout and Coordination w/ Client and Subcontractors									\$875	\$0	\$875	\$875
4.3 Field Explorations and Borings									\$10,670	\$0	\$10,670	\$10,670
4.4 Laboratory Testing									\$2,985	\$0	\$2,985	\$2,985
4.5 Analysis and Report									\$6,780	\$0	\$6,780	\$6,780
Subtotal Task 4									\$21,729	\$0	\$21,729	\$21,729
Task 5 – Preliminary Design Report												
5.1 Hydraulic Analysis	2	16				8		26	\$4,340	\$0	\$4,340	\$4,340
5.2 Site Layout Analysis	2	24		20	16	16		78	\$13,420	\$4,240	\$9,180	\$13,420
5.3 Preliminary Design Report												
- Draft	2	36		24	36	60	2	160	\$25,100	\$6,210	\$18,890	\$25,100
- Final		20		10	20	32	2	84	\$13,020	\$2,780	\$10,240	\$13,020
Subtotal Task 5	6	96	0	54	72	116	4	348	\$55,880	\$13,230	\$42,650	\$55,880
Task 6 – Final Design Documents												
6.1 Pump Station Facility												
60% Design Documents												
- Plans	12	36		24	32	60		164	\$26,280	\$6,210	\$20,070	\$26,280
- Specifications	8	16		8	8		2	42	\$7,880	\$1,520	\$6,360	\$7,880
- Estimate	2	16		4	4	16		42	\$6,700	\$1,200	\$5,500	\$6,700
90% Design Documents												
- Plans	8	48		18	32	80		186	\$28,780	\$5,620	\$23,160	\$28,780
- Specifications	4	36		16	16		8	80	\$14,400	\$3,040	\$11,360	\$14,400
- Estimate	2	10		2	2	8		24	\$3,940	\$600	\$3,340	\$3,940
Final Design Documents												
- Plans	4	36		10	16	60		126	\$19,060	\$3,550	\$15,510	\$19,060
- Specifications	2	24		4	4		4	38	\$6,860	\$760	\$6,100	\$6,860
- Estimate	2	8		2	2	4		18	\$3,120	\$490	\$2,630	\$3,120
6.2 Bathroom Facility												
6.2.1 General Services	7	23	3.5	0	0	30	1.5	36	\$9,815	\$0	\$9,815	\$9,815
6.2.2 Mechanical Engineering Services									\$1,750	\$0	\$1,750	\$1,750
6.2.3 Plumbing Engineering Services									\$1,750	\$0	\$1,750	\$1,750
6.2.4 Electrical Engineering Services									\$4,500	\$0	\$4,500	\$4,500
6.2.5 Structural Engineering Services									\$31,050	\$31,050	\$0	\$31,050
Subtotal Task 4	44	230	0	88	116	228	14	720	\$165,885	\$54,040	\$111,845	\$165,885
Total Tasks 1-4	126	370	40	146	188	378	34	1,282	\$300,557	\$68,030	\$232,527	\$300,557

ORIGIN ID: SMFA (916) 841-9216
NVS SACRAMENTO
NVS, INC.
2525 NATOMAS PARK DRIVE, SUITE 300
SACRAMENTO, CA 95833
UNITED STATES US

SHIP DATE: 22APR20
ACTWGT: 2.00 LB
CAD: 2949084/NET4220
BILL SENDER

TO LILLIAN HARRIS-NEAL, MMC
CITY OF BREa
1 CIVIC CENTER CIRCLE

BREA CA 92821

(714) 990-7757
INV:
PO:

REF: BRADLEY CITY OF BREa

DEPT:

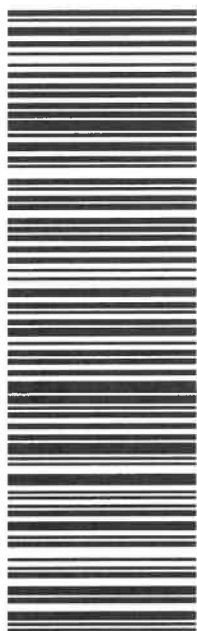


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TRK# 7702 9787 1270
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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "City") and **NV5**, a _____ (hereinafter referred to as "Contractor"), who agree as follows:

I. Agreement

- A. This Agreement consists of this document together with the following Exhibits, all of which are incorporated herein by reference, and which, together, supersede all prior agreements and understandings between the parties with respect to the matter herein:

Exhibit A – Contractor's Proposal

Exhibit B – General Provisions

Exhibit C – Insurance Requirements

Exhibit D – California Labor Code Compliance

- B. This Agreement may be modified in writing only as specifically provided herein.

II. Scope of Services

- A. On or about April 13, 2020, the City issued its Request for Proposal for the engineering consulting services which include a new booster pump station and restroom design services for Carbon Canyon Booster Pump No. 2 ("RFP"). The RFP is incorporated by reference herein and a copy is on file with the City Engineer. In response, Contractor submitted its proposal dated April 17, 2020, attached hereto as Exhibit "A" and incorporated by reference herein ("Proposal"). Upon being given a written notice to proceed, Contractor shall commence performance of the services described in the RFP and the Proposal, and in compliance with all provisions of this Agreement (collectively, "Services").

III. Term

- A. This Agreement shall commence on Effective Date and shall continue until the earlier of one (1) year or acceptance and final payment for the Services, unless sooner terminated as provided herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by both parties.

IV. Compensation

- A. Subject to the limitations herein, City shall pay Contractor for Services satisfactorily rendered according to prices set forth in Exhibit B and according to Section I.D Payment, in Exhibit B. The Parties agree that full and complete payment for all Services satisfactorily performed shall be the TOTAL, NOT-TO-EXCEED amount of Three Hundred Thousand Five Hundred and Fifty-Seven Dollars (\$300,557), including any and all reimbursables ("Contract Amount").
- B. Any work performed in excess of the Services, as described in Section II, without City's prior written approval shall be deemed to have been performed in fulfillment of the requirements of this Agreement and included within the not-to-exceed Contract Amount.

- C. Payment for any approved, additional work, is addressed in the Payment section of Exhibit B.

V. Insurance Requirements

- A. All policies of insurance shall be provided by companies rated A:VII or better by A.M. BEST, and include all the required endorsements as set forth in Exhibit C.
- B. Exhibit C shall govern in the event of any conflict with the following coverages.
1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
 2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
 3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.
 5. **Cyber liability Insurance [if required]**
of at least \$1,000,000 per occurrence (may be provided as part of a professional liability policy)

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail. All communications shall be sent to:

City OF BREA - Project Manager:
Brian M. Ingallinera, CPSWQ
Environmental Services Coordinator
1 Civic Center Circle
Brea, CA 92821
(714) 990-7672 phone
Briani@cityofbrea.net

City OF BREA - City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

Contractor – Representative:
NV5, Bradley Waldrop, P.E.
Regional Managing Director
2525 Natomas Park Drive, Suite 300
Sacramento, CA 95833
(916) 641-9108 phone
Bradley.waldrop@nv5.com

City of Brea

Contract No. _____

IN WITNESS WHEREOF, The parties hereto have entered this Agreement as of the Effective Date:

City of Brea

City of Brea

a municipal corporation

Printed Name: Neil Groom

Title: Procurement & Contracts Administrator

Signature: _____

Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

Contractor

Business Name: NV5

Federal ID# 94-2706173

License Nos ☐ Contractor License #:

(if checked,
Contractor to provide)

☐ DIR Registration #:

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Bradley Waldrop, P.E.

Title: Regional Managing Director

Signature: 

Date: April 22, 2020

Contractor 2nd Signature (if corporation)

Printed Name: Jeff Pallesen

Title: Vice President

Signature: 

Date: 4/22/20

City of Brea
Contract No. _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

End of Exhibit A

EXHIBIT B
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

Contractor shall forthwith undertake and complete the Services in accordance with this Agreement, including the RFP and Exhibits, all Federal, State and City statutes, regulations, ordinances and guidelines, and industry standards, and to the reasonable satisfaction of City.

Labor Code Compliance

Some or all of the Services include "pre-construction work" in connection with a specific City project, so as to constitute a "public work" as defined in Labor Code Section 1720, et seq. As to all such work, Contractor shall comply with all requirements set forth in Exhibit "D" California Labor Code Compliance, attached hereto.

B. Documents, Reports, Photographs, Drawings

Contractor shall supply copies of all required maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents"), as described in the RFP and Exhibit "A", to City within the time specified in the RFP. Copies of the documents shall be in such numbers as required by the City or otherwise as set forth in the RFP. The time limits set forth pursuant to this Agreement may be extended upon written approval of City.

C. Subcontracting

Contractor shall not subcontract any required performance without the City's prior, written consent. In the event any such other persons are authorized by the City to be retained by Contractor, Contractor hereby warrants that such persons shall be fully qualified to perform the Services. Contractor further agrees that Contractor shall remain fully responsible for the performance of this Agreement, whether or not any subcontractor is utilized by Contractor.

D. Payment

City agrees to pay Contractor up to the Contract Amount for the satisfactory performance of the Services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Contractor. Payment to Contractor shall be made in accordance with the schedule set forth below. Notwithstanding any other provision herein, City shall retain five percent (5%) of each invoiced amount, pending receipt of all deliverables.

Payments to Contractor shall be made by City in accordance with the invoices submitted by Contractor, on a monthly basis for work satisfactorily performed, and such invoices shall be paid within a reasonable time after said invoices are received by City. All charges shall be in accordance with Contractor's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein, (i) in no event shall the total of said invoices exceed the Contract Amount; and (ii) further provided that in no event shall Contractor, or any person claiming by or through Contractor be paid an aggregate amount in excess of the Contract Amount.

Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by the City.

Additional Services: Any agreement to provide additional services must be in writing, executed by both parties, prior to any work being initiated. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after said invoices are received by City.

E. Information and Assistance

City will provide: (i) information and assistance as reasonably requested by Contractor; (ii) photographically reproducible copies of maps and other publicly available documents which Contractor considers necessary in order to perform the Services; (iii) such information as is generally available from City files applicable to the Services; and (iv) assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Contractor's responsibility to make all initial contact with respect to the gathering of such information.

F. Ownership of Work Product

1. Unless otherwise agreed upon in writing, all concepts, ideas, reports, documents, plans, specifications, and/or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the City by Contractor in the performance of this Agreement, including any and all known and unknown intellectual and/or proprietary rights arising from their creation (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Any use of the Work Product by City outside of the scope of this Agreement, shall be at City's risk. CONSULTANT shall not obtain or attempt to obtain copyright or other protection as to any of the Work Product.

2. Contractor hereby assigns to City all ownership rights, including any and all known and unknown intellectual property rights, to the Work Product that are not otherwise vested in the City pursuant to subsection F.1, above.

3. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

G. Termination

This Agreement may be terminated by City upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, Contractor shall be paid for services satisfactorily rendered up to the date of service of the Notice, and for any documented out of pocket expenses reasonably incurred by Contractor pursuant to this Agreement. In no event, however, shall Contractor receive more than the Contract Amount. Contractor shall provide to City any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by Contractor as of the date of termination. Contractor may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, Contractor agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit C of this Agreement.

I. Indemnity

1. Contractor and City agree that City, its elected officials, officers employees, agents and volunteers should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City.

2. **For Other Than Design-Professional Services.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this subsection "I") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or

agents in connection with the performance of the Contractor's Services, and/or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by the City or any of the other Indemnitees.

3. **For Design Professional Services.** If Contractor's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Contractor shall bear legal liability) in the performance of design professional services under this Agreement. **Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor pursuant to this subsection I.3, exceed Contractor's proportionate percentage of fault.**

4. For purposes of subsection I.3, above, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

5. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The indemnification obligations set forth herein are binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

6. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. Assignment and Subcontracting

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by Contractor without the prior written consent of City.

K. Work Delays

In the event that Contractor fails to submit to City all required deliverables, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time required herein, or as may be extended by written consent of the parties hereto, then Contractor shall be in default.

L. Independent Contractor

1. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

2. All work and other Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Brea business license as required by the Brea City Code. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

3. All of Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services

under this Agreement.

4. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

5. To the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers employees, agents and volunteers, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.L, or any of Contractor's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

M. PERS Compliance and Indemnification

1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

2. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, officers employees, agents and volunteers from any and all liabilities, damages, claims,

costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.M.

N. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

O. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

P. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. The following order of documents shall govern in the event of any inconsistency or conflict between this Agreement, the RFP, and any Exhibit: This Agreement, then the RFP, then Exhibits B, C and D, then the Proposal.

II. Manner of Payment and Accounting Requirements

A. Taxes

1. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

B. Payment Terms

1. Invoices are to be submitted in arrears, after services have been satisfactorily performed. Subject to the five percent (5%) retention, payment will be made net 30 days after receipt of an invoice in a format acceptable to City. Invoices shall be verified and approved by the City and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
2. Billing shall cover services not previously invoiced. The Contractor shall reimburse the City for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the City shall not preclude the right of the City from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods.

C. Invoicing Instructions

1. Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
3. City does not accept electronic invoices.

D. Accounting Records of Contractor

1. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Agreement Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- 2. Limits shall be no less than \$2,000,000 per occurrence

Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- 1. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor's own vehicle; and
 - b) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

1. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PLI)

1. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

E. Cyber Liability [if required]

1. Cyber liability insuring against any and all financial loss to the City or any other of the Additional Insureds, including bank charges, resulting from unauthorized access to, or theft or destruction of, City data including financial information of any kind, and/or personally identifiable information (PII) controlled, processed, stored, handled, or otherwise utilized by Contractor, with limits not less than \$1,000,000 per occurrence. This coverage may be provided as part of a professional liability policy.

III. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability

1. Additional Insured

- a) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"

- (3) Restrict coverage to the "Sole" liability of Contractor
 - (4) Exclude "Third-Party-Over Actions"
 - (5) Contain any other exclusion contrary to the Agreement
- c) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

- 1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against

the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- B. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If "design professional" services include structural design services, and professional liability coverage, including coverage for Construction Defect claims, is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and an extended reporting period shall be provided for a period of at least 10 years from termination or expiration of this Agreement. For all other professional liability coverage provided on a claims-made basis, the extended reporting period shall be not less than three (3) years following termination or expiration, or such other period as approved in writing by the City's Risk Manager.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit C

EXHIBIT D

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that some or all of the Services under this contract are subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and, as to those Services constituting "public works", Contractor agrees to be bound by all the provisions thereof as though set forth in full herein, and to comply with the requirements of this Exhibit D.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this contract.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this contract. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date 4/22/2020 Signature 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
	E-MAIL ADDRESS: certificates@cavignac.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: Continental Casualty Co.	20443
	INSURER C: Continental Insurance Company	35289
	INSURER D: National Fire Ins. Hartford	20478
	INSURER E: Berkley Insurance Company	32603
	INSURER F: Underwriters at Lloyds London	85202

COVERAGES**CERTIFICATE NUMBER:** 517422148**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab <input checked="" type="checkbox"/> Severoflnrst GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6057040530	5/1/2019	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	6057040575	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUE6076054554	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC857040561	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Professional Liability Cyber Liability		AEC902912003 1116785	5/1/2019 5/1/2019	5/1/2020 5/1/2020	Ea. Claim/Aggreg. Limit \$10M/\$20M \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Brea Carbon Canyon PS2. Additional Insured coverage applies to General Liability and Automobile Liability for City of Brea, its elected officials, officers, employees, volunteers, boards, agents and representatives per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER**CANCELLATION**

City of Brea
1 Civic Center Circle
Brea CA 92821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

00020007560570405758533





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury or property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2019

Policy No: 6057040530; 6057040575; CUE6076054554

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.		rebmuN yciloP AEC902912003
Effective Date of This Endorsement 05/01/2019		Authorized Representative



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/2019

Policy No: 6057040554; 6057040561



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **Waiver of Subrogation Operations**

3. Premium:

The premium charge for this endorsement shall be **Waiver of Subrogation Percent of Premium** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **Waiver of Subrogation Advance Premium**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.
This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2019

Policy No: 007040561

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: Bill Gallardo

DATE: 05/12/2020

SUBJECT: Fiscal Year 2020-21 Refuse Rates - Informational (Faith Madrazo)

Attachments

Memorandum



CITY OF BREA

ADMINISTRATIVE SERVICES DEPARTMENT PUBLIC WORKS DEPARTMENT

Memorandum

Date: May 12, 2020

To: Finance Committee

From: Cindy Russell, Administrative Services Director
Tony Olmos, Public Works Director

By: Faith Madrazo, Revenue & Budget Manager
Gillian Lobo, Senior Management Analyst

Subject: **Refuse Rates for Fiscal Year 2020-21 – Informational**

The contractual relationship with Republic Services a.k.a. Brea Disposal (BDI) requires the Public Works Director to review and administratively modify the refuse rates effective July 1 each year. The refuse rate adjustments have traditionally been shared with the Finance Committee.

Overall Residential Rate Increase

The total amount of the rate increase effective July 1, 2020 is \$0.53 per month or 2.35% from the current rate of \$22.60 to \$23.13. The rate increase is less when compared to last year primarily due to the reduction in the Fuel Pricing Index. The overall rate increase last year was (\$0.83 per month or 3.93%).

The agreement calls for a commitment to pass on 90% of the December Consumer Price Index (CPI). The December 2019 CPI index for the Los Angeles-Riverside-Orange County was 2.96% resulting in an application of a 2.66% increase to various components of the refuse rates.

The components of the refuse rate subject to the 2.66% increase are:

- Refuse Collection (also includes bulky item)
- Recycling Collection & Yard Waste Collection (exclusive of greenwaste)

The components of the refuse rate subject to payment based on actual tonnage disposed are:

- Gate fees (per ton) paid to County landfill

- Transfer cost (per ton) of disposed waste to landfill
- Yard Waste Processing & Transfer cost of refuse from Republic Services to landfill

Other components of the refuse rate are:

- Recycling Revenue Credit & Franchise Fee
- City Public Works Costs
- Fuel Pricing Index

Fuel Pricing Index

The Fuel Pricing Index component to the refuse rate is adjusted annually based on the cost of fuel and related products. The adjustment is based on the year to year change in the December U.S. Bureau of Labor Statistics Producer Price Index –Commodities #2 Diesel Fuel & Liquefied Natural Gas.

The cost of fuel from 2018 to 2019 decreased. This results in a 52.44% decrease or \$0.43 less per month in the residential rate.

Recycling Revenue Credit

Overall, recycling revenue has significantly decreased over the past couple years as the resale value of aluminum, glass, paper and cardboard products has declined. The recycling credit to customers decreased to \$0.31 per month. This City adjusted credit is based upon a five year average (2015-2019).

Yardwaste (Greenwaste)

Due to the passage of Assembly Bill 1594, the County of Orange began charging on January 1, 2020 for the disposal of green material at the landfill because the green material no longer constitutes diversion through recycling. On January 21, 2020, the City Council adopted the rate of \$0.63 per residential customer, per month. At that public hearing, the City Council directed that this rate was not to be subject to the annual CPI increase and the franchise fee was not to be applied to this rate as well.

Collection, Disposal, and Transfer Components

Black can refuse was 36.55 pounds last year and has slightly increased to 37.19 pounds per can a week. This increase in black can refuse increases the processing and disposal costs to the customer and is reflected in the rate.

Yard waste increased from 16.22 to 17.91 pounds per can a week.

Public Works

A component of the monthly trash rate is related to Public Works staff time spent for the operation and administration of trash services to residential customers. New to this fiscal

year and to the calculation is the addition of the Recycling Coordinator position. This position was created to assist with the implementation of various City recycling and/or waste management related programs. This position will coordinate with the City's waste hauler and will perform outreach, monitoring, and will address reporting requirements established by CalRecycle under the various legislation mentioned.

There are currently several unfunded State mandates issued, or being issued in the near future, requiring all jurisdictions in California to bring their commercial businesses and/or residents into compliance. On the horizon is Senate Bill 1383, which will have extensive requirements for residential trash customers.

REFUSE RATE COMPONENTS						
REFUSE RATE CHANGES FOR FY 2020-21						
		JULY 1ST RATE FY 2019-20	JULY 1ST RATE FY 2020-21	INCREASE (DECREASE) ROUNDED	% INCREASE (DECREASE)	
<u>Residential</u>						
Refuse Collection		\$ 5.67	\$ 5.82	\$ 0.15	2.65%	
Recycling Collection		4.91	5.04	0.13	2.65%	
Yard Waste Collection		2.57	2.64	0.07	2.72%	
Landfill Disposal						
	Gate Fee	2.75	2.85	0.10	3.64%	
	Yardwaste (Greenwaste)	0.63	0.63	-	0.00%	
	Transfer	1.28	1.22	(0.06)	-4.69%	
Yard Waste						
	Processing & Disposal	1.56	1.77	0.21	13.46%	
Fuel Price Index		0.82	0.39	(0.43)	-52.44%	
Rate Stabilization		-	-	-	0.00%	
	Sub-Total	20.19	20.36	0.17	0.84%	
Less: Recycling Revenue Credit		(0.45)	(0.31)	0.14	-31.11%	
	Sub-Total	19.74	20.05	0.31	1.57%	
Franchise Fee @ 10%		1.91	1.94	0.03	1.57%	
	Sub-Total	21.65	21.99	0.34	1.57%	
Public Works		0.95	1.14	0.19	20.00%	
	TOTAL	\$ 22.60	\$ 23.13	\$ 0.53	2.35%	

Extra Black Can

There are 523 customers that currently receive an extra black can. The cost for the additional black can will increase \$0.92 from \$10.27 to \$11.19 per month.

Commercial Rate Increase

The commercial monthly rates effective July 1, 2020 for the average customer with a 3 yard bin with once a week pick-up is \$156.10 per month, an increase of \$2.86 per month or 1.87%. Overall commercial rate increases are adjusted based on changes in the consumer price index and similar components such as landfill gate fees and disposal costs.