CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TDG ENGINEERING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of January, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TDG ENGINEERING, INC., a California corporation (entity information) ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide project engineering design services for Fairview Road active transportation improvements, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred and Thirty-Seven Thousand Five-

Hundred and Sixty-Six Dollars ($137,566).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) business days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on January 16, 2025 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing five (5) business days' written notice to Consultant. The termination of this Agreement shall be deemed effective upon the date stated in the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

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

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, until thirty (30) days after written notice is given to City." Consultant shall provide thirty (30) days written notice of any material change in coverage.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
TDG Engineering, Inc. 8484 Georgia Avenue, Suite 800 Silver Spring, MD 20910 Tel: (301) 927-1900	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5180

Attn: Roswell Eldridge

Attn: Jennifer Rosales

Courtesy copy to:

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

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

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

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

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

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

and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq*.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Lori Ann Farrell Harrison
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Jennifer Rosales
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Carol Molina
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

FOR

ENGINEERING DESIGN SERVICES FOR FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS
RFP NO. 23-07

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on November 8, 2022

REQUEST FOR PROPOSAL
FOR
ENGINEERING DESIGN SERVICES FOR FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for engineering design services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for the design phase is anticipated to be six months; however, the term is expected to be for 2 years with 2, one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $206 million and a total budget of $163.5 million for fiscal year 2022-2023.

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

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

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

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

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2,

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

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

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

Release of RFP	**November 8, 2022**
Deadline for Written Questions	**November 18, 2022 at 11:00 a.m.**
Responses to Questions Posted	**November 22, 2022**
Proposals are Due	**December 2, 2022 at 2:00 p.m.**
Approval of Contract	**January 2023**

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

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

   a) The Proposer shall have five (5) years of current experience in providing comprehensive street and active transportation design services for cities or other government agencies, at least one of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.

   b) The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

   c) All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic

exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services**, **Appendix A** of this RFP.

- **Project Approach & Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:

    1. Descibes familiarity of project and demonstrates understanding of work and project objectives moving forward.

    2. Identifies the project's potential issues and response to them.

- **Qualifications, Organization & Key Staff Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.

    2. Proposes adequate and appropriate disciplines of project team.

    3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.

    4. Overall organization of the team is relevant to City of Costa Mesa needs.

    5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.

    6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

    7. Proposer has a system or process for managing cost and budget.

- **Scope of Services to be Provided:**

  1. Proposed scope of services is appropriate for phases of the work.
  2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
  3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

- **Experience & Record of Success on Similar Projects:**

  1. Proposer has completed similar types of projects and worked consecutively through the design stages from preliminary design to final design.

- **Fee Schedule:** Provide a fee schedule/cost for the project as referenced in **Appendix B, Fee Schedule**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Fee Schedule** and submit in a **separate file**.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C,** but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix D** included in this RFP, which should be included with Proposals:

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

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:

  ✓ Cover letter stating the total not to exceed cost.

- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on December 2, 2022**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **November 18, 2022 at 11:00 a.m.** The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information.

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

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  - **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

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

1. **Project Approach, Scope, & Methodology ------- 30%**

2. **Qualifications, Organization & Key Staff Experience------- 30%**

3. **Experience and Record of Success on Similar Projects --- 30%**

4. **Cost Effectiveness ----10%**

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

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

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the

evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **December 13, 2022**. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to

the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

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

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

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

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

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

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

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

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

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

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix D**.

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

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

Introduction: The Public Works Department of the City of Costa Mesa (City) is requesting proposals for professional engineering design services for Fairview Road Active Transportation Improvements. The project limits on Fairview Road are from Fair Drive on the north to Newport Boulevard on the south. The scope of services generally consists of the following:

- **Phase 1**: Detailed topographic survey
- **Phase 2**: Preliminary Design and Community Outreach
- **Phase 3**: Final design plans, specifications, and estimates (PS&E)

Final PS&E shall be developed as a turnkey project for advertisement and construction.

Background: The subject project is located on Fairview Road between Fair Drive and Newport Boulevard in the City of Costa Mesa. Fairview Road is classified as a Major Arterial on the City's Master Plan of Streets and Highways with proposed Class IV bicycle facility on the City's Active Transportation Plan. Fairview Road traverses north to south with six lanes between Fair Drive and Wilson Street and four lanes between Wilson Street and Newport Boulevard. Average Daily Traffic volumes are approximately 15,000 vehicles per day, and the posted speed limit is 40 miles per hour (mph). Existing striped Class II bike lanes are on both sides of the project corridor. A Project Vicinity Map is provided as **Exhibit 1**.

This project will improve bicycle and pedestrian access and mobility along Fairview Road from Fair Drive to Newport Boulevard. The City of Costa Mesa has identified the need for various infrastructure improvements in the area to provide a safer and more inviting bicycling and walking experience, especially for those students commuting to nearby schools using active forms of transportation.

The City of Costa Mesa's Active Transportation Plan was adopted in 2018 which includes a Proposed Bicycle Facilities Plan. This plan identifies bicycle and pedestrian components to provide active transportation facilities and increased connectivity for residents and visitors. The Active Transportation Plan and the Costa Mesa Multi-Purpose Trails Plan identify Class IV Cycle Tracks on Fairview Road within the project limits. The City's Draft Pedestrian Master Plan provides a toolbox for pedestrian improvements.

This Fairview Road Active Transportation Improvements project will design a Class IV bicycle facility on Fairview Road by reducing the number of vehicle lanes from six lanes to four lanes from Fair Drive to Wilson Street. From Wilson Street to Newport Boulevard, the project will design bicycle facility improvements within the existing curb-to-curb width of the street, which may be limited to Class II buffered bike lanes. The Improvement Concept is provided as **Exhibit 2**. A separate design project for the pavement rehabilitation of Fairview Road is underway.

This project includes the design of a connection from the new Class IV bicycle facility on the north end of the project to the existing Class I off street bicycle facility at the intersection of Fair Drive. Pedestrian design improvements along the corridor will include high-visibility crosswalks, a midblock pedestrian hybrid beacon (HAWK Signal) between Wilson Street and Fair Drive with a pedestrian refuge island, and four (4) Bus Boarding Islands.

The project will adhere to the most current versions of the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities, Caltrans Highway Design Manual, Caltrans Class IV Bikeway Guidance, and the California Manual on Uniform Traffic Control Devices (CA MUTCD)

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

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

PHASE I - Topographic Survey, Utility Research & Project Data Collection

The project area is defined as the segment of Fairview Road from Fair Drive to Newport Boulevard in Costa Mesa. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.

2. Review existing plans and materials, obtain all necessary permits, and secure right-of-entry for survey work.

3. Perform a topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. The survey shall extend 100' into cross streets and extend outside of the City right-of-way as far as is required. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM). The Consultant shall facilitate the execution of all right-of-entry agreements as required for the survey.

4. Establish City and private right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map.

5. Research and establish the precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.

6. Plot the detailed survey notes and electronic mapping files at 40 scale using AutoCAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, signs, and all other physical features.

PHASE II – Preliminary Design Plan and Community Outreach

This phase consists of analysis and design of alternative(s) and identification of any expected issues related to constructing proposed improvements, community outreach, and preliminary design of the improvements. The preliminary design shall conform to latest editions of California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

The City will provide any relevant data collected to date. It is the consultant's responsibility to verify the accuracy of all information provided by the City. The Consultant shall prepare a preliminary improvement concept plan to determine the most cost effective design that meets the project's intent. Preliminary design plan engineering and community outreach shall include:

1. Prepare preliminary concept design plans (30% design) for the proposed improvements and identify associated impacts and costs. The concept plans should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, signs, bus stops, medians, centerlines, traffic signal infrastructure, etc. The preliminary plans will be used to identify any issues affecting construction of the proposed improvements and form the basis for final construction plans. The preferred plan should reduce construction and minimize any right-of-way costs. A detailed preliminary cost estimate itemizing all construction elements will be prepared. The City will provide comments for consultant revision of the design plans.

2. Proposed improvements are anticipated to be within the existing City right-of-way. The Consultant shall identify any required temporary or permanent easements necessary to construct and maintain the proposed improvements.

3. At the discretion of the City, the consultant shall conduct one (1) field walk-through with City staff.

4. Community Outreach during the design process:

- One (1) City Active Transportation Committee for presentation of the preliminary plans for committee member input. The consultant shall prepare a presentation and participate in this meeting either in-person or virtually at the discretion of the City. The City will schedule the presentation and notify the Committee.

- One (1) Public Workshop to identify and finalize the preferred project design. The consultant shall plan, prepare, and conduct this workshop either in-person or virtually at the discretion of the City. The City will assist in notifying the public and any other affected stakeholders including residents and businesses.

- One (1) City Council Meeting

PHASE III – Final Design Plans, Specifications & Estimates (PS&E)

This phase consists of the preparation of final design plans, specifications and estimates (PS&E). PS&E and utility coordination shall conform to the latest editions (including errata) of: California Manual of Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards. Plans shall be 1" = 20' or 1" = 40' scale horizontally, depending on the type of the plan, on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized. Plans are to be fully detailed to advertise and construct the project, including, but not limited to:

- Topographic Surveying
- Signing and Striping Plan
- Pedestrian Hybrid Beacon Signal Plan
- Traffic Signal Modification Plans (if needed)
- Contract documents including Specifications
- Special and technical provisions
- Cost Estimates
- Curb, gutter, and sidewalk improvements, as needed
- Bus stop boarding island improvements (4)
- ADA improvement details
- Processing and approvals
- Utility adjustments/relocations

Plans, specifications, and estimates shall be submitted at 60%, 90%, and 100% milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg etc.). The City will provide comments at each milestone for consultant revision of the PS&E.

1. Plot all physical features including BCR, ECR, centerlines, angle points, top of curb, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles, fire hydrants, catch basins, signs, water valves, manholes, etc. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of project.

2. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.

3. The consultant shall include $10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.

4. If needed, prepare traffic signal modification plans for the intersections of Fairview Road at southbound Newport Boulevard, Fairview Road at Wilson Street, and Fairview Road at Fair

Drive. The consultant shall coordinate with Edison on service requirements and any necessary street light and power pole relocations.

5. If necessary, define new survey monuments or re-setting of existing monuments and provide detailed drawings fully dimensioned for each.

6. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction contract agreement will be furnished to the Consultant by the City.

7. The Consultant may be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. A sub-line item fee for "Construction Technical Support" should be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.

8. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 60% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final (100%) detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.

9. Conduct a field walk-through with the City during the first (60%) and second (90%) PS&E submittal.

10. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; survey data; Utility File; Right-of-Way File, and all relative project information.

11. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

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

EXHIBIT 1
PROJECT VICINITY MAP

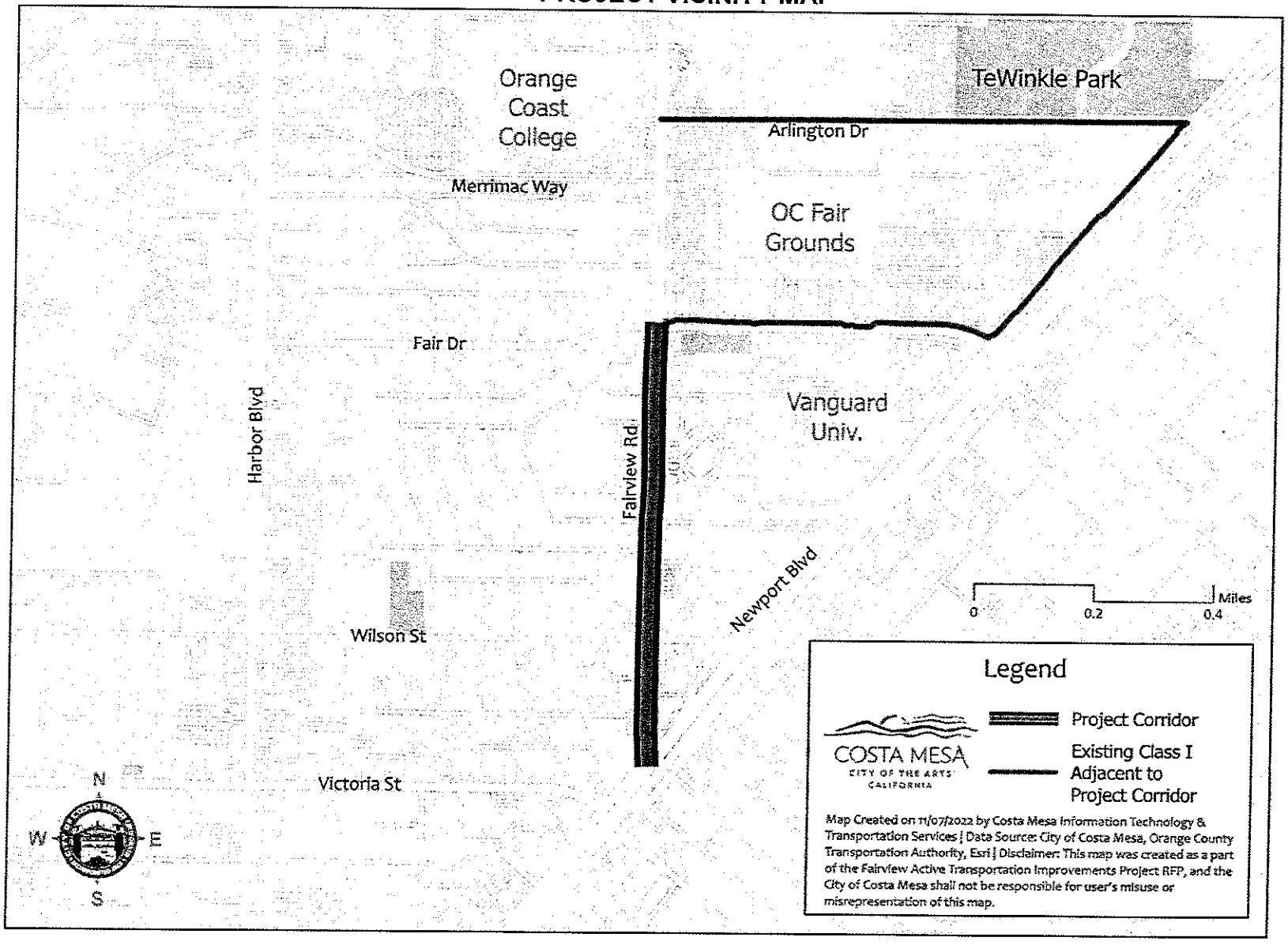


EXHIBIT 2
IMPROVEMENT CONCEPT

EXHIBIT B

CONSULTANT'S PROPOSAL

TOOLE DESIGN

City of Costa Mesa

Engineering Design Services

FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

RFP NO. 23-07

December 16, 2022

TABLE OF CONTENTS

1 COVER LETTER 1

2 BACKGROUND AND PROJECT SUMMARY SECTION
Local Understanding 3
Project Understanding 3
Project Objectives 4

3 PROJECT APPROACH AND METHODOLOGY
Project Approach 5
Challenges and Solutions Matrix* 8

4 QUALIFICATIONS, ORGANIZATION, AND KEY STAFF
Relevant Experience 9
Project Management 10
Key Staff Resumes 11
Organizational Chart* 15

5 SCOPE OF SERVICES 16

6 EXPERIENCE AND RECORD OF SUCCESS ON SIMILAR PROJECTS
Project Matrix* 22

FEE SCHEDULE
Appendix B Fee Schedule has been submitted in a separate file.

7 FINANCIAL CAPACITY, DISCLOSURE, AND PROFESSIONAL SERVICES AGREEMENT
Financial Capacity 23
Disclosure 23
Exceptions and Conditions 23

8 FORMS
Vendor Application Form* 24
Ex Parte Communications Certfication* 26
Disqualifications Questionnaire* 27
Disclosure of Government Positions* 29
Company Profiles and References* 31
Bidder/Applicant/Contractor Campaign Contribution* 35

** Not included in page limit in accordance with the RFP*

TOOLE DESIGN

527 W. 7TH STREET, SUITE 701
LOS ANGELES, CA 90014

213.257.8680
TOOLEDESIGN.COM

December 16, 2022

City of Costa Mesa
Public Works Department
Attn: Stephanie Urueta
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626
Submitted online via PlanetBids

RE: Request for Proposals for Engineering Design Services for Fairview Road Active Transportation Improvements; RFP No. 23-07

Dear Stephanie Urueta and Members of the Selection Committee:

TDG Engineering, Inc. (TDG), an affiliate of Toole Design Group, LLC, has reviewed your Request for Proposals (RFP) and assembled a team specifically tailored to meet the City's needs of safe, intentional, and accessible pedestrian and bicycle infrastructure that connects to the larger current and forthcoming regional network of the City of Costa Mesa. This proposal is valid for a minimum of 180 days following submission.

TDG recognizes the unique context in which the Fairview Road Active Transportation Improvement project enhances the vitality of the City's active transportation commuters. This project serves as a vital piece of the regional bicycle network by establishing the looped connection between Huntington Beach, Costa Mesa, and Newport Beach. In the midst of providing connectivity, it reinforces a safe multimodal experience by envisioning an environment where all types commuters can travel and interact with each other with minimal interruptions.

At TDG, ethics, empathy, and equity inspire and guide everything we do. These values compel us to design and build places and mobility networks that are safe, efficient, and sustainable. We envisions environments where everyone—regardless of their race, abilities, economic status, or location—can walk, bike, wait, linger, and thrive. We are a mission driven full-service planning and design firm focused Complete Streets, multimobility, sustainable transportation, placemaking, and equitable engagement strategies.

TDG will serve as the prime consultant, and will provide project management, analysis, design, and engineering services for the project. We are pleased to partner with **KDM Meridian**. KDM Meridian will provide surveying and right-of-way documentation support in the preliminary and final design stages of the project. KDM Meridian has been at the forefront of providing quality surveying and field verification services throughout Southern California, including providing their services to the City of Costa Mesa.

TDG has assembled an expert team of transportation and civil engineers with unmatched experience in creating feasible, maintainable, and effective public realm improvements. **Daniel David, Jr., PE** will serve as the Project Manager. Daniel has over 12 years of engineering and project management expertise in Southern California, leading complex, multidisciplinary teams from preliminary design to construction. **Gwen Shaw, PE** will be Deputy Project Manager and will provide day-to-day support in preliminary design and community outreach. **Adam Vest, PE, PTOE** will serve as Principal-in-Charge. Adam has successfully overseen similar multimodal transportation projects and has extensive experience in developing planning and engineering solutions that support mobility, safety, and connectivity for all users. **Amalia Leighton Cody, PE, AICP** and **Jeremy Chrzan, PE, PTOE, LEED AP®** will serve as Civil Design Quality Assurance/ Quality Control (QA/QC) Lead and Active Transportation QA/QC Lead, respectively. Amalia and Jeremy have over 40 years of combined engineering experience and will provide quality control reviews throughout the design process to address issues of implementation and constructability.

Together with the community of Costa Mesa, the TDG Team is posed to take on the challenges and opportunities presented by the Fairview Road Active Transportation Improvements project. If you have any questions, please contact Project Manager Daniel David at 213.257.8680 x410 or ddavid@tooledesign.com. Thank you for the opportunity to submit this proposal for the Fairview Road Active Transportation Improvement project in the City of Costa Mesa.

Sincerely,

Roswell Eldridge
Executive Vice President | Chief Operating Officer

2

BACKGROUND AND PROJECT SUMMARY SECTION

LOCAL UNDERSTANDING

Costa Mesa is a city that possesses a deep interest in providing its community a robust quality of life. This is palpable through its commitment to public safety, the numerous city-funded programs that highlight public health, and the intensive investment made in planning for the future of their active transportation commuters through plans, reports, studies, and successful grant applications. The City keeps a close ear to its vibrant active transportation community and understands that the most powerful asset of a community is the will of its constituents. Many communities would serve well to take note and emulate the City of Costa Mesa.

PROJECT UNDERSTANDING

TDG understands that a "road diet" will be required for the Fairview Road Active Transportation Improvements Project. This will provide the necessary space to develop a safer, more comfortable environment for people walking and biking, while improving transit accessibility and bus stop amenities, and maintaining motor vehicle flow along the Fairview Road corridor. The work for the project includes upgrading the existing Class II bike lanes to Class IV separated one-way bike lanes in the northbound and southbound directions of Fairview Road from Newport Boulevard to Fair Drive.

Fairview Road just north of Valley Forge where the proposed bus boarding island, HAWK signal, high-visibility crosswalks, and Class IV bike lanes will be installed.

TDG is looking forward to working with the City to identify the most appropriate and feasible treatment to separate the bicycle facilities and adjacent travel lanes, incorporating considerations for maintenance, safety, cost efficiencies, sustainability, and overall comfort for people biking along and across Fairview Road.

TDG will provide the final design of floating bus boarding islands just north of the Fairview Road and Valley Forge T-Intersection. The bus boarding islands will be accompanied by high-visibility crosswalks, ADA-compliant curb ramps, pedestrian refuges, and the installation of a Pedestrian Hybrid Beacon (HAWK) Signal. Throughout the project limits, TDG will provide recommendations for additional curb ramps that require upgrade for ADA-compliance and commercial driveways that can provide better access to pedestrians with disabilities by reconstructing them to the City's driveway standards.

PROJECT OBJECTIVES

TDG is committed to creating spaces where people can move freely and intuitively and become a part of the community rather just moving through it. Our design objectives will be to optimize the experience of people walking, biking, and taking transit on Fairview Road within the project limits. We are confident that the roadway width on Fairview Road provides the capacity to reassign and reclaim space to assist in improving existing conditions. TDG recognizes this project as a great opportunity to upgrade the current infrastructure by installing the most current curb ramps, driveways, traffic control devices, and signals in the industry. Our experience leading some of the industry's most innovative design guidelines (e.g., AASHTO *5th Edition Guide for the Development of Bicycle Facilities*, *Los Angeles Supplemental Street Design Guide*, AC Transit Multimodal Corridor Guidelines) will ensure that all proposed design treatments will prioritize safety, comfort, and equity to best serve the community.

The existing northwest Avocado Street/Fairview Road intersection corner would benefit from ADA curb ramp upgrade. The existing commercial driveway complies with the current City standards and is an ideal example of a commercial driveway that preserves pedestrian access continuity through the driveway.

3

PROJECT APPROACH AND METHODOLOGY

PROJECT APPROACH

The following section provides details on how the TDG Team will approach the Fairview Road Active Transportation Improvement project.

SAFETY

Being a major arterial, Fairview Road was designed to carry motor vehicles at relatively high speeds efficiently while providing direct access to limited access roadways such as the Costa Mesa Freeway (CA 55) and Interstate 405. However, with only 15,000 vehicles per day and six lanes of travel, the roadway is significantly overbuilt and results in relatively high speeds with minimal disruption for motorists. This generally contradicts an environment that is safe or comfortable for people not in a motor vehicle. Fairview Road serves multiple bus routes (i.e., OCTA bus routes 47, 55, and 178), provides direct access to several schools (i.e., Orange Coast College, Costa Mesa Middle School), and is one of the few longer distance north-south routes in the City, and therefore safety and convenience is paramount to all types of users, especially the most vulnerable. By increasing safety for the most vulnerable users, this will directly correlate to increased safety for motorists, while creating a comfortable environment necessary for welcoming users of all ages and abilities, and facilitating community and economic productivity. Safety is primarily a function of design and it is at the forefront of all TDG projects. Our approach minimizes the risk of a severe crashes for all modes through safety countermeasures we regularly design for clients across the country. We will draw from our experiences as the national leaders in Vision Zero planning and active transportation design guidance.

PEDESTRIAN HYBRID BEACON SIGNAL DESIGN

Pedestrian Hybrid Beacon (HAWK) Signals is the strongest countermeasure for reducing pedestrian-related crashes, increasing pedestrian crossing visibility, and addressing pedestrian safety issues at uncontrolled crossing according to FHWA's Safe Transportation for Every Pedestrian (STEP) Guide. It is expected to reduce the percentage of crashes at this location up to 55% after implementation of the HAWK Signal. TDG has designed and developed final construction plans for HAWK Signals on streamlined implementation timelines across the nation that both match the local preferences and have had the privilege of being constructed. Each HAWK Signal designed by TDG considers the unique complexity that each intersection and crossing presents and places pedestrian safety at the forefront of the design's core objective. For the crossing on Fairview Road, we have identified how vital it would be for the HAWK Signal to harmoniously engage with the surrounding proposed pedestrian and bicycle infrastructure such as th e curb ramps, bus boarding island, potential bike ramps, and existing bus stops. Without the proper advanced warning and education, HAWK Signals can pose confusion amongst motorists. Placing the appropriate signage and pavement markings ahead of the crossing will be imperative to increase safety and visibility of pedestrians to motorists and people on bikes and scooters.

REDUCED CROSSING DISTANCES

The existing cross section of Fairview Road evolves in configuration with six lanes between Fair Drive and Wilson Street at the northern project limits and four lanes between Wilson Street and Newport Boulevard to the south near CA 55. Through the Costa Mesa Pedestrian Master Plan, the community has requested crossing improvements be a priority when improving active transportation infrastructure. TDG has identified locations where curb extensions can be recommended along the project corridor that would effectively reduce crossing distance for pedestrians, function as a traffic calming

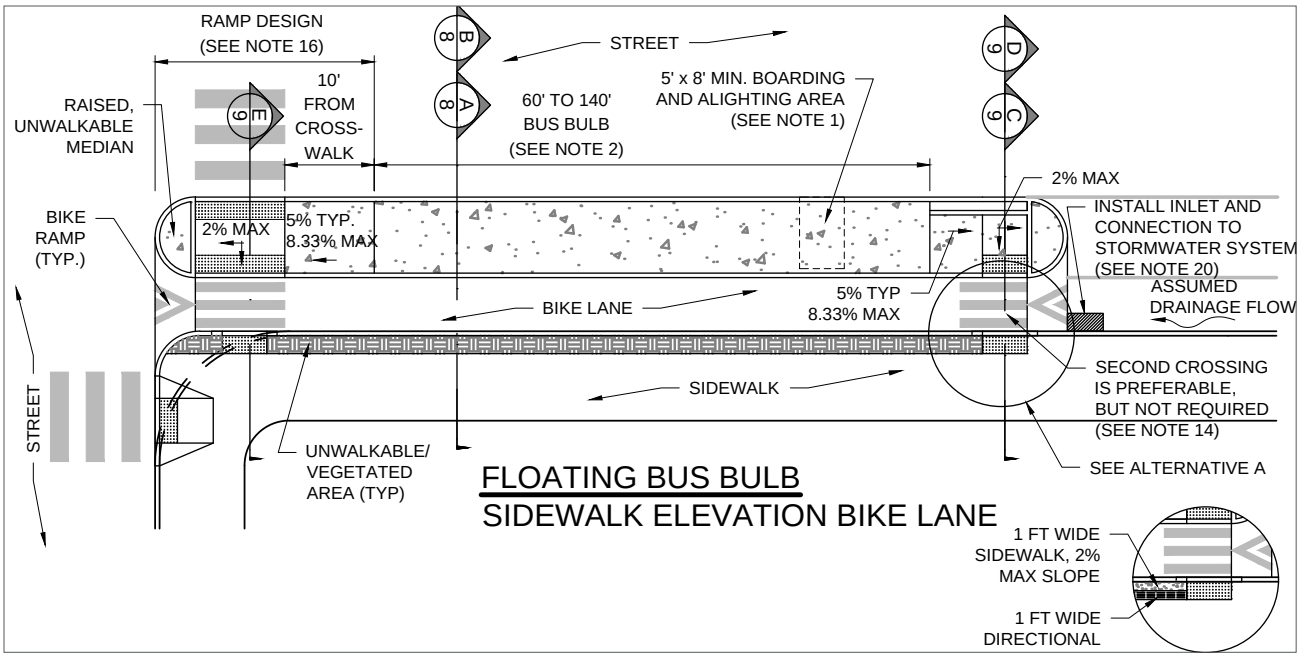
device for motorists, improve pedestrian visibility, all while concurrently maintaining comfort for bicyclists in their separated lane. The intersections on Fairview Road that would benefit from curb extensions are listed below:

- Valley Forge at Fairview Road
- Wilson Street at Fairview Road
- Avocado Street at Fairview Road

TDG worked exclusively with the City of Los Angeles to prepare the City of Los Angeles Supplemental Street Design Guide that includes several design recommendations for floating curb extensions amongst other pertinent street designs that a project such the Fairview Road Active Transportation Improvement project can benefit from. We will use our in-depth multimodal expertise and this guide to recommend curb extension treatments to the City of Costa Mesa for locations such as the HAWK Signal and bus boarding island at the Fairview Road/Wilson Street intersection, and various T-Intersection along the corridor.

HIGH-COMFORT BICYCLE FACILITIES

Separated bicycle lanes are a proven safety countermeasure for all roadway users, not just people biking. By providing dedicated and well-defined space for people to bike, expectations are clarified for all roadway users. TDG is a recognized leader in the planning, design, and implementation of separated bicycle facilities, and we will leverage that expertise to deliver high-quality, comfortable, and safe facilities for all abilities and ages. The context of Fairview Road changes along the corridor (e.g., six lanes to the north, four lanes to the south) and we will work with the City to define trade-offs and appropriate design criteria for selecting the most appropriate design treatments to accommodate the various user needs of Fairview Road. There are several options to create a separated bike lane, including painted buffers with K-71 bollards, raised concrete median buffers, or some combination of both of those depending on roadway context. There are safety, maintenance, and education considerations for any treatment and we will define those clearly through necessary design memorandums For example, a concrete barrier as a separation treatment are generally the safer and more comfortable option for bicyclists, however they may not be the most cost effective and may introduce



TDG has prepared state-of-the-practice manuals for agencies that provide guidance for safety-focused multimodal designs with the presence of bicycle facilities.

maintenance issues in the future, whereas paint and bollard separation does not provide full protection for users but is more cost-effective and may provide better access to adjacent land uses by emergency vehicles.

BUS STOP DESIGN

The City has identified an opportunity to install a bus boarding area with the HAWK signal just north of the Fairview Road and Valley Forge T-Intersection. Designing a safe and functional bus stop in this transit corridor will be essential to empower pedestrians to cross the street and bike lanes to wait, board, and alight comfortably. TDG is North America's leading expert in designing bus stops with separated bike lanes, including recent design guidelines and design details for AC Transit and the City of Los Angeles. We will use this expertise to provide the City with intentional, feasible, and safety-focused bus stop designs at this location.

HIGH-VISIBILITY CROSSWALKS

High-visibility crosswalks are an effective way to improve pedestrian visibility at crossing locations along the Fairview Road corridor. Painting high-visibility crosswalk markings is a countermeasure that addresses safety issues such as inadequate conspicuity, motorists not yielding to pedestrians in crosswalks, and conflicts at crossing locations that may be experienced by pedestrians at the crossings along Fairview Road. TDG recommends painting and updating crosswalk markings in all crossing areas within the project limits including crossings running in the north-to-south direction, parallel with Fairview Road.

TDG has identified several locations that may currently pose difficulties in ADA access and be uncomfortable for pedestrians while crossing.

UPGRADED PEDESTRIAN FACILITIES

According to the City's Active Transportation Plan and Pedestrian Master Plan, providing pedestrians with ADA-compliant infrastructure is a major component to successfully improve the active transportation facilities throughout the City. TDG will recommend and design curb ramps that are suitable for upgrades that conform to the latest ADA standards. Commercial driveways along Fairview Road will be identified to provide recommendations for reconstruction to comply with the City's commercial driveway standard.

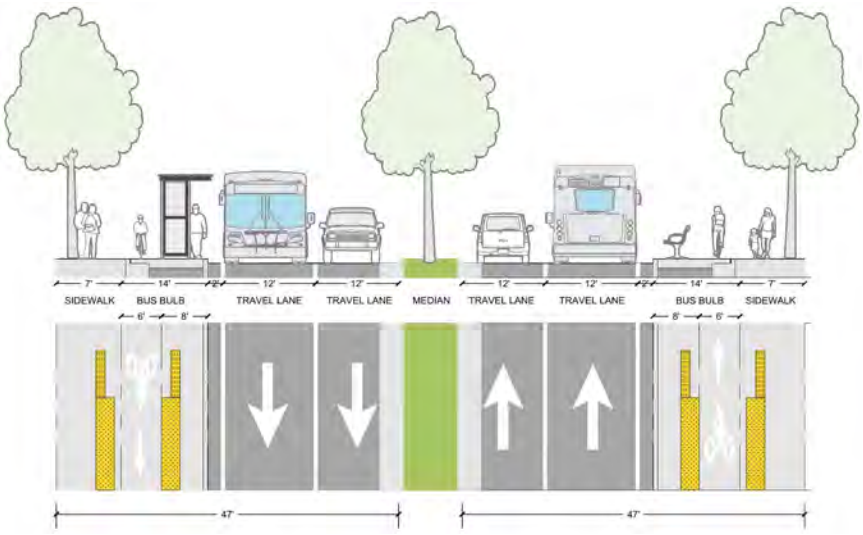
QUALITY ASSURANCE AND QUALITY CONTROL

TDG has a reputation for high-quality work and outstanding performance on design and planning projects throughout North America. We employ a rigorous Quality Assurance/ Quality Control (QA/QC) program to control the quality of our work and that of our vendors. Our utmost goal is to exceed client expectations.

Every TDG project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for TDG's performance on the project. At the project outset, the Project Manager and Principal-in-Charge work with the project team to discuss the appropriate QA/QC process. Even before a project begins, the project manager has considered the time required to appropriately review and approve all project deliverables as part of the proposed cost and schedule. TDG keeps internal documentation of our rigorous review process, providing our clients the confidence that projects are backchecked to ensure they meet the highest standards.

CHALLENGES AND SOLUTIONS

TDG has encountered common challenges and lessons learned while developing and implementing multimodal engineering design projects. As practical problem-solvers, we are motivated by these challenges and inspired by each community's unique perspectives. You can trust us to minimize risk and to translate your challenges into unique, context-sensitive solutions for the City of Costa Mesa.



HIGH-RISK ITEM	PROPOSED SOLUTION
Project Schedule: Making design decisions early enough in the process to complete the design within 180 calendar days	To achieve alignment with the City and between the potential utility owners early in the process, we will facilitate a kickoff meeting to vision, educate, make initial design decisions, and set the direction for what can be explored through the course of the project. Subsequently, there will be monthly progress meetings and design focus meetings at every milestone to track decisions and avoid derailing the project schedule.
Project Process: Setting expectations between City departments, members of the community, and other stakeholders	We will be clear and transparent in project communications, letting people know how their input will fit into the projects decision-making process. We can support the City with any updates to internal and external communications including project updates and presentation of basis of design for the project.
Project Communications: Navigating complex community conversations about this project relative to other citywide concerns such as traffic safety, gentrification, growth, property values, and houselessness	We will honestly acknowledge such topics at project events and practice empathetic listening. As issues come up during the project, we will be flexible and respond accordingly. Our team includes experts in strategic communication with the public and have diverse experiences with public engagement. Key staff on this project have worked on projects with community engagement tasks in Costa Mesa.
Design: Designing safer multimodal conflict zones, especially for those with disabilities	We will design for the safety of all users by providing a clear sight lines and slow operational speeds for those with visual acuity, while providing clear tactile design that is detectable through material contrast or vertical/horizontal changes for those with low or no vision. Designing for accessibility is a complex endeavor for multimodal and shared street spaces. TDG is the author of the forthcoming AASHTO *Bike Guide* update, which includes detailed new guidance for such situations, *Los Angeles Supplemental Street Design Guide*, AC Transit *Multimodal Corridor Guide*, and the FHWA *Accessible Shared Streets Guide*.
Design: Mitigating conflicts between people bicycling/ walking and people driving	We will explore creative humane infrastructure solutions, including converting the Class II bike lane on Fairview Road to a Class IV to make modal interactions more intuitive and free up space for and people on bikes, scooters, and in wheelchairs.

4 QUALIFICATIONS, ORGANIZATION, AND KEY STAFF

RELEVANT EXPERIENCE

In the pages that follow we have included an overview of some of our team's most relevant projects.

TDG ENGINEERING

PASADENA UNION STREET CYCLE TRACK
PASADENA, CA

TDG worked with the City of Pasadena in the concept and final design of a two-way curb-separated bike lane on one-way Union Street in Pasadena. The project included design of an adjacent bicycle boulevard along Holliston Avenue between Union Street and Cordova Street. TDG prepared the concept designs of the corridors, creating design details and advising in the final design phase, and planning and conducting all public outreach.

The design for the two-way separated bike lane included logical and safe transitions at the endpoints of the bike lane where it meets more conventional street configurations. Accommodating pedestrians at separated bike lane crossings, intersections, and in reference to on-street parking was key to the design. The corridor required new bicycle signals to accommodate two-way bicycle travel.

Union Street has numerous residential and commercial driveways, many of which required unique treatments at the separated bike lane crossing, where motorists who have grown accustomed to one-way traffic on Union Street will need to look both directions for bicyclists. These driveway treatments required considerations for adequate sight distance and will likely include raised and recessed crossings, as well as elements to alert motorists to their surroundings. TDG looked for opportunities to incorporate green infrastructure and low-impact design into the separated bike lane features.

Given the highly technical design context of this new two-way separated bike lane, Toole Design staff were responsible for planning and conducting three engaging design workshops with community stakeholders, as well as creating supplementary outreach tools. The workshops included updates regarding the four-year project timeline, information about design alternatives for topics such as drainage treatments and landscaping options, and roll plots of the corridors for targeted one-on-one discussions. Toole Design prepared materials about the project for the City's website and for an interactive WikiMap to gather input from stakeholders and interested residents.

BERKELEY SOUTHSIDE COMPLETE STREETS
BERKELEY, CA

TDG is leading the alternative analysis, public engagement, and final design of the Berkeley Southside Complete Streets project to meet the City's goals of ensuring safety, improving transit reliability, and supporting the economic and cultural vitality of the Southside neighborhood and includes Bancroft Way, Fulton Street, and Dana Street. The project must develop different Complete Streets configurations solutions for each corridor due to changes in land use, transit service, and connectivity to the City's bicycle network serving one of the most active university campus is California. The designs for all four corridors will culminate in a cohesive $7.3M federally funded construction package anticipated to be delivered in December 2022.

Each segment has multiple modes competing for space within the confined urban right-of-way. This Complete Streets project aims to reallocate space to the modes that transport the highest numbers of people throughout the Southside: buses, bicycles, and pedestrians. The project team is utilizing landscaping, concrete medians, and quick-build materials to create accessible bus boarding islands, two-way bike facilities on one-way streets, and flexible curbside space. The project resulted in signal modifications and new signal design to accommodate the active transportation elements.

FIRST STREET CORRIDOR SEPARATED BIKEWAY PROJECT
BURBANK, CA

TDG developed concepts for a pair of one-way separated bikeways (Class IV) along both sides of N First Street and S Ikea Way in Burbank. We developed a two-phased implementation process that included a rapid implementation on-street facility with no curbline changes and a long-term curb-separated design. The rapid implementation phase and concept allowed the City to test the design and make adjustments to the permanent design. The two long-term design concepts included a constrained design and a preferred design with easements on private property for public benefit.

TDG is developing full PS&E plans for the corridor, implementing separated bike lanes in each direction, upgrading all ADA ramps in the corridor, modifying existing medians, and completing signal modification plans for traffic, pedestrian, and bicycle signal upgrades.

WESTSIDE MOBILITY PROJECTS
LOS ANGELES, CA

TDG is currently leading planning, analysis, engagement, and design for four active transportation corridors in Council District 11 on the Westside, each of which connects valuable community destinations. The corridors, totaling nearly 13 miles in length, include a variety of investments to improve bicycling in multiple neighborhoods, including separated bike lanes, bicycle signals, ADA upgrades, traffic calming treatments (e.g., mini-roundabouts and traffic circles, diverters, speed cushions), and wayfinding. Full design PS&E are being prepared for two of the corridors where the City has $12.8M in construction funding available. The project includes an intense engagement effort that includes pop-up meetings at neighborhood events, virtual meetings, and in-person workshops.

BURTON WAY BICYCLE LANE UPGRADE PROJECT
BEVERLY HILLS, CA

As a part of the Beverly Hills on-call contract, TDG developed 100% signing and striping plans for the Burton Way Bicycle Lane Upgrade Project. As a popular East-West commuter street segment that connects residents to City Hall, local parks, and small business, the Burton Way project aimed to upgrade the existing standard bike lanes to buffered bike lanes. Our team conducted site visits to inventory existing transit stops, utilities, and to verify existing aerial imagery and travel lane dimensions. Through several meetings with the City team, we established and applied a series of design elements for the Burton Way project, including green conflict markings through intersections, driveways, and conflict zones, bikeway transition from Class III to Class II facilities, and included segments of Class IV protected bicycle facilities using delineators for specific high-conflict areas.

SANTA MONICA TRANSPORTATION PLANNING AND ENGINEERING DESIGN SERVICES ON-CALL
SANTA MONICA, CA

TDG currently holds a transportation planning and engineering design services on-call with the City of Santa Monica. Over the past four years task orders have included detailed safety analysis and investigation of priority Vision Zero intersection; conceptual and preliminary engineering design plans for protected bike lanes; PS&E packages for safety and active transportation projects across the country; public engagement; and recently the development of the City's Outdoors Parklet Manual. Our work has included detailed field investigations, assessment of infrastructure and signal hardware, review of traffic signal and timing plans to ensure they are up to date and

meet expectations for pedestrian and bicyclist safety, and traffic operations analysis to assess delay impacts for roadway modifications (i.e., road diets, protected bike lanes, dedicated bus lanes, etc.). The TDG Team recently developed 100% design plans, costs, and specifications for safety improvements on the 2.4-mile Wilshire Boulevard, a result of a large-scale planning study we also led. Some of the final construction materials for various projects include cost-effective quick-build materials such as signing, striping, bollards, and parking curb stops.

KDM MERIDIAN

19TH STREET BIKE TRAIL
COSTA MESA, CA

A bike path was to be designed and constructed along 19th Street from Placentia Avenue to the Santa Ana River (Greenville-Banning Bikeway). KDM Meridian performed the necessary topographic survey and base mapping required to support the design of this improvements for their client. Survey scope of work included: researching existing records at Orange County Surveyor's Office; performance of aerial mapping, topographic field survey and cross-sections, generation of centerline and right-of-way, plotted in AutoCAD drawing format with all observed topographic features, and delivery of a topographic base map, accompanying datum/notes, and site photographs.

RANDOLPH AVENUE CROSSWALKS IMPROVEMENT
COSTA MESA, CA

The City of Costa Mesa required the design ramp/crosswalk improvements at the intersection of Randolph Avenue and St. Clair Street and at a midblock location to the north of the intersection. KDM Meridian performed a topographic survey to review the existing elevations. Survey scope of work included: researching and obtaining record maps and pertinent data from City of Costa Mesa and County of Orange; survey of monuments/ties to centerline location; and field recovery of centerline monumentation to orient record data and set control points sufficient for topographic survey. The topographic survey consisted of collecting all features at the six specific locations identified and included hardscape, culture, back of walk, curb, flowline, gutter edge, grade breaks, driveways, and all pertinent vertical information.

PROJECT MANAGEMENT AND PROJECT MANAGER RESUME

DANIEL DAVID, JR., PE
PROJECT MANAGER

13 Years of Experience | TDG: 2022-Present
Master of Business Administration, University of California, Irvine
Bachelor of Science, Civil Engineering,
California State Polytechnic University, Pomona
Professional Engineer: CA

Daniel is a professional engineer with comprehensive experience in delivering transportation and public works projects at the state, regional, and local levels. His experience includes delivering active transportation and capital improvement projects through their planning, design, and construction phases, preparation of final construction documents, and design for ADA required improvements and retrofittings that focus on improving the walking experience for pedestrians. Daniel uses his experience in project delivery and roadway design to serve various communities by enhancing the quality of life for the people within them via viable and user-focused engineering solutions.

For the Fairview Road Active Transportation Improvement project, Daniel plans to utilize his experience in delivering projects from conceptual design through construction to attentively guide this improvement through completion. He has experience delivering

projects from conceptual design through construction and uses this experience to successfully lead his projects. Daniel's approach to project management involves clear communication, supported by structured and transparent project work plans tailored to the needs of his clients. He leverages the strengths of his integrated team and guides the production high-quality devliverables.

Berkeley Southside Complete Streets, Berkeley, CA
Daniel is leading the preparation and development of the Technical Provisions for the redesign of four corridors in Berkeley's Southside neighborhood. This redesign of the corridor promotes safe and connected movement of pedestrians through transit lanes and separated bikeways, and provides improvements to pedestrian facilities. Daniel is responsible for generating the appropriate language within the technical provisions for the corridor project to include in the final construction bid package. Daniel cross-coordinates with multiple disciplines that are involved in the project to deliver a comprehensive set of Technical Provisions to be included in the final PS&E package that will be used for construction.

Pedestrian ATP/ADA Required Improvements, Pomona, CA
Daniel served as the Lead Design Engineer for the Active Transportation Project and ADA-compliant improvements for five intersections on a major arterial street. His responsibiilities included the civil/roadway design and preparation of the final construction documents of the improvements to increase pedestrian safety and promote mobility in selected areas in the community.

KEY STAFF RESUMES

Resumes of key staff are provided on the following pages.

ADAM VEST, PE, PTOE
PRINCIPAL-IN-CHARGE

19 Years of Experience | TDG: 2019-Present
Master of Science, Civil Engineering, University of Kentucky
Bachelor of Science, Civil Engineering, University of Kentucky
Professional Engineer: DC, FL, MD, PA, VA
Professional Traffic Operations Engineer

For the past 19 years, Adam has led complex urban transportation planning and engineering projects for local and state agencies, private developers, and academic research institutions across North America. Adam's work incorporates a human-scaled, Complete Streets approach to transportation planning and engineering, and he develops innovative solutions that support mobility, safety, and connectivity for all users. Adam understands how to effectively convey critical project impacts and creative solutions to community members and key stakeholders.

First Street Corridor Separated Bikeway Project, Burbank, CA
Adam is serving as the Project Manager for this final design project that includes separated Class IV bike lanes, ADA ramp and median upgrades, lane reduction, and signal modifications at all corridor intersections. Prior to the final design work, Adam led development of a series of conceptual design plans and worked closely with the City to establish design standards for Class IV facilities in the City. The conceptual design work included traffic analysis to assess impacts by lane reductions and narrowing, signal modifications, and incorporation of the bike facilities.

Giant Road Cycle Track Design, San Pablo, CA
Adam is serving as Project Manager for this project. TDG is completing signing and marking plans for a two-way separated bike lane on Giant Road, including a signal modification to incoporate bike signals.

AMALIA LEIGHTON CODY, PE, AICP
CIVIL DESIGN QA/QC LEAD

20 Years of Experience | TDG: 2017-Present
Bachelor of Science, Civil Engineering, University of Washington
Professional Engineer: CA, WA
American Institute of Certified Planners

Amalia is a civil engineer and planner who brings significant experience in designing roadway projects. Her projects often include roadway and intersection design, stormwater management (typically low-impact development and green infrastructure facilities), ADA requirements, traffic calming, and utility infrastructure relocation. She brings 20 years of experience delivering projects of similar scales to public sector clients on the West Coast.

Santa Monica Wilshire Boulevard Safety Study, Santa Monica, CA
Amalia assisted the TDG Team on a detailed safety study of the 2.4-mile stretch of Wilshire Boulevard in the City of Santa Monica. The team led a detailed quantitative and qualitative safety and traffic analysis to understand current conditions, including a full-day Road Safety Audit. TDG oversaw the development of 30% design plans and cost estimates for systemic and hot-spot countermeasure locations on the corridor, including detailed designs at seven intersections.

Solano Avenue Complete Streets Plan, Albany, CA
Amalia served as the Principal-in-Charge for the development of a concept design for the renovation of Solano Avenue. The concept design incorporated existing transit service, heavy vehicle movements, surface drainage and rain gardens, landscaping and placemaking elements, traffic calming features, parking and access management, intersection reconfigurations, and curbside management.

JEREMY CHRZAN, PE, PTOE, LEED AP®
ACTIVE TRANSPORTATION QA/QC LEAD

23 Years of Experience | TDG: 2014-Present
Bachelor and Master of Science, Civil Engineering, Drexel University
Professional Engineer: CA, CO, CT, DC, DE, FL, GA, IN, MD, MN, NJ, PA, TX, VA
Professional Traffic Operations Engineer
LEED® Accredited Professional
NACTO Certified Trainer

Jeremy is a Professional Engineer with experience in transportation, municipal, and site engineering projects. Jeremy uses his technical knowledge of design standard and quality control review to identify key project issues and identify viable engineering solutions. Jeremy combines years of design experience to identify key project issues and practical solutions for multiple modes of transportation, including motor vehicles, mass transit, pedestrians, and people on bicycles.

Union Street Cycle Track, Pasadena, CA
Jeremy served as the Engineer of Record for the signing and pavement markings for a two-way cycle track along Union Street to provide a low-stress bicycle route along the corridor. He provided recommendations to address universal design for pedestrians and for a variety of design treatments at signalized intersections and unsignalized driveways to address conflicts between bicyclists, motorists, and pedestrians.

Los Angeles Supplemental Street Design Guide, Los Angeles, CA
Jeremy served as a senior engineer for the development of the *Los Angeles Supplemental Street Design Guide* and Los Angeles Department of Transportation design details to address safety issues and accommodations for active transportation and traffic calming.

GWEN SHAW, PE
DEPUTY PROJECT MANAGER

7 Years of Experience | TDG: 2017-Present
Bachelor of Science, Civil Engineering, Portland State University
Professional Engineer: OR

Gwen is an engineer with experience in both the public and private sector thinking about and designing for people. Gwen's projects focus on multimodal transportation environments, alternatives analysis, public outreach, and geometric design of pedestrian and bicycle infrastructure. Gwen has developed conceptual cross-sections and plan views for corridors and intersections on multiple projects. She brings background in planning, designing, and implementing temporary demonstration projects for alternative uses of the public space.

Cupertino Bike Boulevards, Cupertino, CA
Gwen assisted in preparing schematic designs for a set of proposed Class III Bike Boulevards. As one of the designers, she worked with the team to provide a comprehensive network of low volume, low stress corridors accessible by users of all ages and abilities. Gwen focused on providing a complete set of recommendations so that barriers to riding or walking in Cupertino are no longer a concern on these newly designed corridors.

Outer Powell Transportation Safety Project, Portland, OR
Gwen is assisting the project team in the development of a concept-level design to improve safety for all modes of travel along the Outer Powell high crash corridor. The team evaluated cross-section, intersection treatment, and other multimodal features to determine the preferred design. Gwen is helping with the development of graphics for both the technical memorandum and the public outreach information to clearly describe the concept to stakeholders.

TREVOR LIEN
ENGAGEMENT LEAD

7 Years of Experience | TDG: 2022-Present
Master of Urban and Regional Planning,
University of California, Irvine
Bachelor of Science, Kinesiology,
California Polytechnic State University, San Luis Obispo
Federal Aviation Administration Part 107 Commercial Drone Pilot

Trevor is a Project Planner with a strong command of multimodal planning for first-/last-mile, active transportation, and Safe Routes to School plans. Trevor specializes in corridor and network improvement planning for pedestrian, bicycle, and transit users in a way that translates fundamental needs into implementable projects. Trevor is a current resident of Huntington Beach.

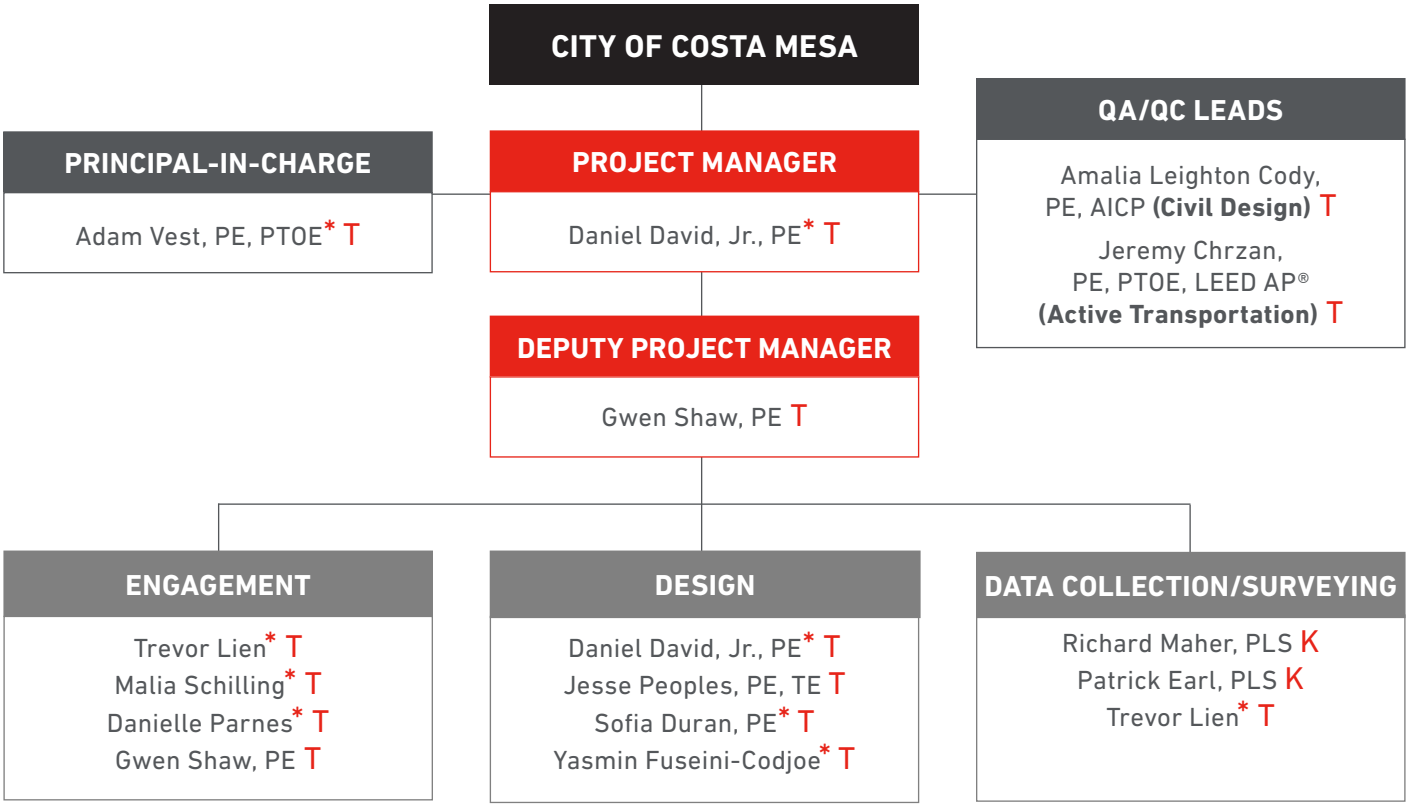
Costa Mesa Pedestrian Master Plan, Costa Mesa, CA
Trevor served as the Project Planner on this project. Core outcomes included pedestrian focused improvement planning at pre-identified pedestrian opportunity zones citywide. His responsibilities functioned to weave together data analysis and mapping with community outreach and engagement to prepare mitigations to identified concerns.

OCTA Active Transportation Support Services, Orange County, CA
Trevor served as the Project Planner in charge of the successful submittal of ATP Cycle 6 grant applications for the OCTA participating agencies. Primary responsibility included serving as the technical assistance reviewer for applications composite value of over $10M. Trevor coordinated with numerous agencies to develop project scope and scale, provide multiple detailed narrative review of applications to increase competitiveness, and filter needed technical submittal details for critical modifications.

ORGANIZATIONAL CHART

The organizational chart below shows the overall organization of the project team for the Fairview Road Active Transportation Improvements project.

T TDG Engineering
K KDM Meridian
* Staff located in TDG's Los Angeles office, which is only 90 miles from the City of Costa Mesa



5 SCOPE OF SERVICES

PHASE 0: PROJECT MANAGEMENT AND COORDINATION

Continuous communication with the City of Costa Mesa and thorough organization will be essential to meet the project final PS&E target of completion within 180 calendar days of the City's Notice to Proceed. Our team will use its expertise to ensure that this project runs smoothly. TDG's Project Manager, Daniel David, Jr., will be responsible for project oversight and regular communication with City and ATP Committee staff. He will be supported by staff who advance phases and provide regular updates on phase status. A kickoff meeting, monthly progress meetings, and reports will help maintain the project schedule and strong communication throughout the project.

PHASE 0 DELIVERABLES:

- Kickoff meeting agenda and minutes
- Virtual monthly meetings with City staff
- Meeting agendas and minutes
- Action Items Tracking Matrix (updated biweekly)
- Design Review Meetings (three in total)
- Monthly progress reports and invoicing

PHASE 1: TOPOGRAPHIC SURVEY, UTILITY RESEARCH, AND PROJECT DATA COLLECTION

PHASE 1.1 TOPOGRAPHIC SURVEY

TDG's teaming partner, KDM Meridian, will conduct the topographic survey to establish the base files for the preliminary and final PS&E designs. From our understanding of the request scope of work and field observations within the project limits, we recommend that the design topographic base map be developed using both aerial photogrammetric methods and detailed augmentation by ground survey at the proposed midblock pedestrian crossing, bus boarding islands, and HAWK signal location(s). This is recommended because we understand this project to primarily be surface-level construction with a low-risk of underground utility interference. The City has stated that the non-compliant ADA curb ramps are scheduled to be upgraded in another ongoing project, which reduce the needs for 10' horizontal and vertical control intervals that the RFP requests throughout the entire project. We believe this method provides the City a significant cost saving, while still providing the necessary detail required for quality construction bid package.

A topographic base map will be developed by aerial photogrammetric methods between Newport Blvd and Fair Drive. This photogrammetric mapping will include vectorized CAD linework of improvements and a geo-reference color orthophoto. A detailed augmentation by ground survey at the midblock HAWK signal between Loyola Road and Valley Forge with a pedestrian refuge island, and bus boarding islands will be performed. Aerial mapping will include complete instersections and the area within the City right-of-way. Aerial mapping will be planimetric (no contours), however elevations in the area of the ground survey detail will be in terms of NAVD88 and referenced to the nearest Orange County Bench Mark. Existing survey monuments will be used to establish record centerline and right-of-way. Survey will include flow-lines top of curb, driveways (width, X & Y), spandrels, pavement striping, structures, walls, surface utilities, poles, hydrants, catch basins, signs, valves, and manholes. Mapping will be performed using AutoCAD and plotted at 1" = 40' scale with one-foot interval contours.

PHASE 1.2 UTILITY RESEARCH

TDG proposes to utilize readily available utility information (record drawings, topographic survey, and field observations) for the final design of the active transportation improvement within the project. TDG will prepare utility letters and coordinate with relevant utility companies to collect record drawings of the existing underground utilities within the project limits to verify the utility locations and identify conflicts should they be present. Should there be an anticipated conflict with utilities, TDG will utilize the City-designated funds stated in the RFP to pothole the areas of potential conflict to receive additional information on the utility for construction. Findings from the coordination efforts will be plotted in an "Existing Utility Base File" and submitted to the City to reference and use in the final design plans.

PHASE 1.3 PROJECT DATA COLLECTION

TDG will deliver an Existing Conditions Data Collection and Analysis Memo to specify the team's approach to data collection and analysis. The memo will include the right-of-way maps, assessor parcel maps, easement information, available as-built plans, and existing utility information to be requested and used within the project limits to be shown on the project plans. A site visit will be conducted to verify existing physical features such as roadway widths, signing and pavement markings, pavement conditions, and intersection operations including pedestrian and bicycle operating conditions.

PHASE 1 DELIVERABLES:

- Site Visit to confirm existing data collection findings
- Topography base map file (in AutoCAD format)

The intersection of Wilson Street and Fairview Road would benefit form updated crosswalk markings and upgraded ADA ramps to improve pedestrian visibility and safety through the intersection.

PHASE 2: PRELIMINARY DESIGN PLANS AND COMMUNITY OUTREACH

PHASE 2.1 PRELIMINARY DESIGN

Using the existing plans and data retrieved in the previous phase, we will assemble a base map for the project intersections that matches the existing conditions. This base map will be used to generate the 30% Preliminary Design and the corresponding final design plans. TDG will prepare a Preliminary 30% Design Plans that identify the proposed pedestrian and bicycle infrastructure improvements, traffic control devices, traffic signals and modifications, pedestrian crossing treatments, proposed high-visibility pavement markings, and signage. TDG will highlight pedestrian enhancements and traffic calming opportunities such as curb ramp upgrades, driveway reconstructions, curb extensions, and road diet methods that supplement the requested Class IV bike lane, HAWK signal, and bus boarding islands being designed in this project. While all improvements are expected to be within existing City right-of-way, TDG will identify any temporary construction or permanent easements that may be needed in the Preliminary Design Plans. One field walk-through will be coordinated with City staff at the City's discretion to aid any design discussions that warrant a site visit.

TDG assumes that the necessary traffic studies have been completed by the City that can provide documentation for the warrant of the HAWK signal installation on Fairview Road. However, in this phase, it would be appropriate to explore conducting any additional traffic studies or begin coordinating any traffic signal modifications that are required based on any of the approved recommended preliminary designs. For example, exploring removal of dedicated right-turn lanes or channelized slip lanes may needed to ensure the safest and most comfortable bike facility is implemented at locations with highest risk for conflict.

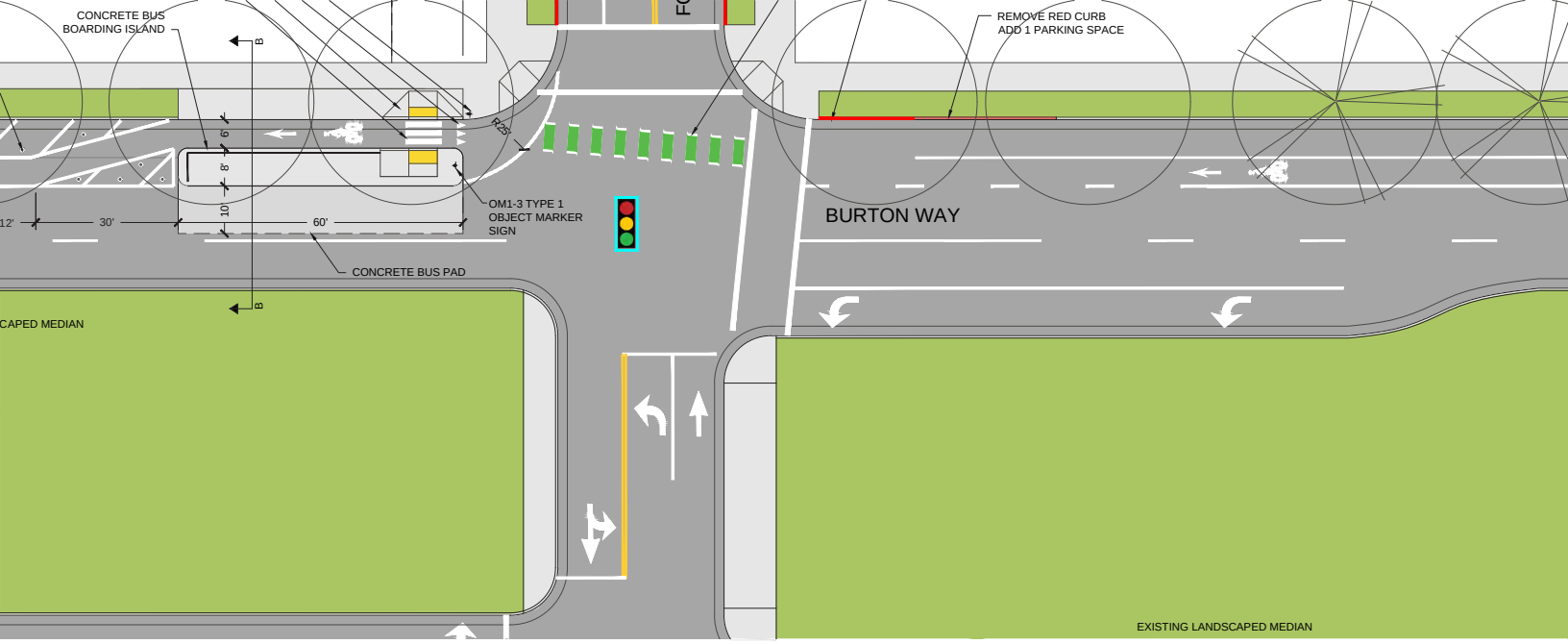
An optional phase will be shown in the fee schedule outlining the estimated cost to perform the traffic study, coordinate signal modifications with the City, or coordinate any service requirements with Edison should the City request to proceed with these services.

Draft preliminary plans will be provided to the City for comment with revisions occurring in the 60% design plans. TDG will provide draft responses to comments for the City's consideration. TDG will prepare a preliminary construction cost estimate based on the items designed in the Preliminary 30% Design Plans.

PHASE 2.2 COMMUNITY OUTREACH

We recognize community engagement and input are vital for the success of this project. TDG will provide support, prepare presentations, and participate in one of the City's Active Transportation Committee meetings to present the preliminary designs to the committee members for input. Q&A and discussion is expected following the presentation of the committee meeting. Notes from this meeting will be prepared and shared at the following progress meeting for discussion.

TDG will plan, prepare, and conduct one Public Workshop to identify and finalize the preferred project design with the community. TDG proposes the workshop to be up to two hours in length with a combination of project team presentations, Q&A, and discussions surrounding any comments the community may have. At the workshop, the project team will present the revised Preliminary 30% Design Plans that include any revisions made from comments received from committee or City staff in the previous phase. Notes will be prepared and presented at the following progress meeting for discussion.



TDG prepares "turnkey" construction plans for Southern California cities with designs that balance the specific needs of the many different users of each community.

TDG will provide support to City staff and prepare a presentation to one City Council meeting during the design process of the project. This presentation is assumed to be similar to the presentation given at the Public Workshop and will include a summary of any Active Transportation Committee recommendations. Notes from this meeting summarizing the engagement from all community outreach phases will be prepared and presented at a progress meeting for discussion.

OPTIONAL PHASE – TRAFFIC SIGNAL AND LIGHTING MODIFICATION COORDINATION

Coordinate with the City and Edison regarding traffic signal modifications or streetlight and power pole relocations.

PHASE 2 DELIVERABLES:

- Preliminary 30% Design Plans
- Preliminary Cost Estimate
- Preliminary Design Review Meeting
- One site visit with City staff to support design discussion
- Prepare, attend, and provide notes for three community outreach meetings

PHASE 3: FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE

PHASE 3.1 FINAL 60% PS&E DESIGN

Acceptance of the Preliminary Design Plans (with noted revisions) shall mean the design is agreed upon and TDG will be notified in writing to proceed to the 60% PS&E Design phase. TDG will develop a plan set, technical specifications, and detailed cost estimate that define the type, location, size, and material of the proposed bike lane separation treatments, curb ramps, driveways, signals, traffic control devices, bus boarding improvements, and crossing improvements suitable for submission to the City of Costa Mesa. The Package will consist of the following information:

- Title Sheet
- General Notes and Legend Sheets
- Street Improvement Plans
- Signing and Marking Plans
- Construction Details
- Signal Plans
- Construction Cost Estimate
- Draft Technical Specifications

Upon completion of the 60% PS&E package and QA/QC review, TDG anticipates submitting the package to the City and potentially affected utility companies for review and comments. We anticipate a timely review of plans with comments provided by the City and utility owners within three weeks of receipt. We will streamline the review process by meeting with the City and potential utility stakeholders approximately one week after comments have been received by the City and utility stakeholders to discuss, request clarification, and provide initial responses to the comments that were submitted. A comment matrix will be prepared by TDG to record and respond to comments posed by the City. This matrix will be submitted with the final 90% PS&E package to ensure all the City comments are addressed with the submittal. TDG will conduct a field walk-through with City staff to aid the 60% submittal's design-focused discussion at the City's discretion.

OPTIONAL PHASE – PREPARATION OF TRAFFIC SIGNAL MODIFICATION PLANS

Based on designs approved by the City, modifications to the existing traffic signals may be required to accommodate the crossings of bicyclists and pedestrians at the intersections of Fair Drive, Wilson Street, and Newport Boulevard along Fairview Road. A common signal modification when lanes are shifted and/or removed is the realignment of signal heads with new travel lane locations and relocation of in-ground loop detection. Other potential signal enhancements such as bicycle signals, right-turn on red restrictions, protected left-turn arrows, and leading pedestrian/bicycle intervals can be considered.

PHASE 3.2 AND 3.3 FINAL 90% AND 100% PS&E DESIGN

The 90% and 100% PS&E submissions further build and refine the previous 60% submission. For the 90% and 100% PS&E submission, we will:

- Develop and refine plans, specifications, and estimate to incorporate agreed upon changes requested during prior design reviews by the City and provide formal written responses through a comment-response matrix
- Update cost estimates and quantity take-offs
- Address comments made to the technical provisions and develop special provisions for items that are not included in the standard specifications
- Conduct a field walk-through with City staff at 90% submittal to aid design-focused discussions
- Prepare a Resident Engineer's file containing the Final 100% PS&E package, quantity take offs and backup calculations, CAD base files, and all relevant topographical information and files

Utility coordination efforts that were started during the Phase I are completed during the final design phase; however, efforts shift from identifying conflicts to finalizing solutions in collaboration with utility company representatives. If the potholing mentioned in Phase I is required based on our coordination efforts with utility owners, they will be performed during this phase. We anticipate that the utility owners will address all utility designs if utility relocation is needed to accommodate the improvements.

Upon completion of the 90% PS&E package and QA/QC review, we anticipate submitting the package to the City and potential affected utility companies for review with any remaining comments anticipated to me minimal in nature. TDG will streamline the review process by meeting with the City and potential utility stakeholders approximately one week after comments have been received by the City and utility stakeholders to discuss, request clarification, and provide initial responses to the comments that were submitted. A table comment matrix will be

prepared by TDG to record and respond to comments posed by the City. All comments received from the 90% PS&E Package Submittal will be addressed in the 100% PS&E Package. A revised 90% submission will not be required as the submitted 100% PS&E Package will be considered and prepared as a final bid-ready package.

PHASE 3 DELIVERABLES:

- 60% PS&E Package
- 60% Review Comment-Response Matrix
- 60% Design Review Meeting
- 90% PS&E Package
- 90% Review Comment-Response Matrix
- 90% Design Review Meeting
- Two field meetings with City staff to support design discussions
- 100% Final Bid-Ready PS&E Package
- Resident Engineer's file

PHASE 4: CONSTRUCTION TECHNICAL SUPPORT

REQUEST FOR INFORMATION

TDG will log and respond to requests for information (RFIs) to clarify the scope of work received during the advertising phase of the project. Once awarded, TDG will provide responses to the Contractor's RFIs regarding the final construction documents during construction as requested by the City.

PROJECT BID ADDENDA

TDG will review and approve bid addenda, if needed, in a timely matter for construction letting including advertising construction documents and conducting a bid analysis.

PRE-CONSTRUCTION MEETING

TDG will attend and provide construction support to the City by attending one pre-construction meeting as requested by the City.

PHASE 4 DELIVERABLES:

- RFI Log of Responses
- Attendance at one Pre-Construction Meeting

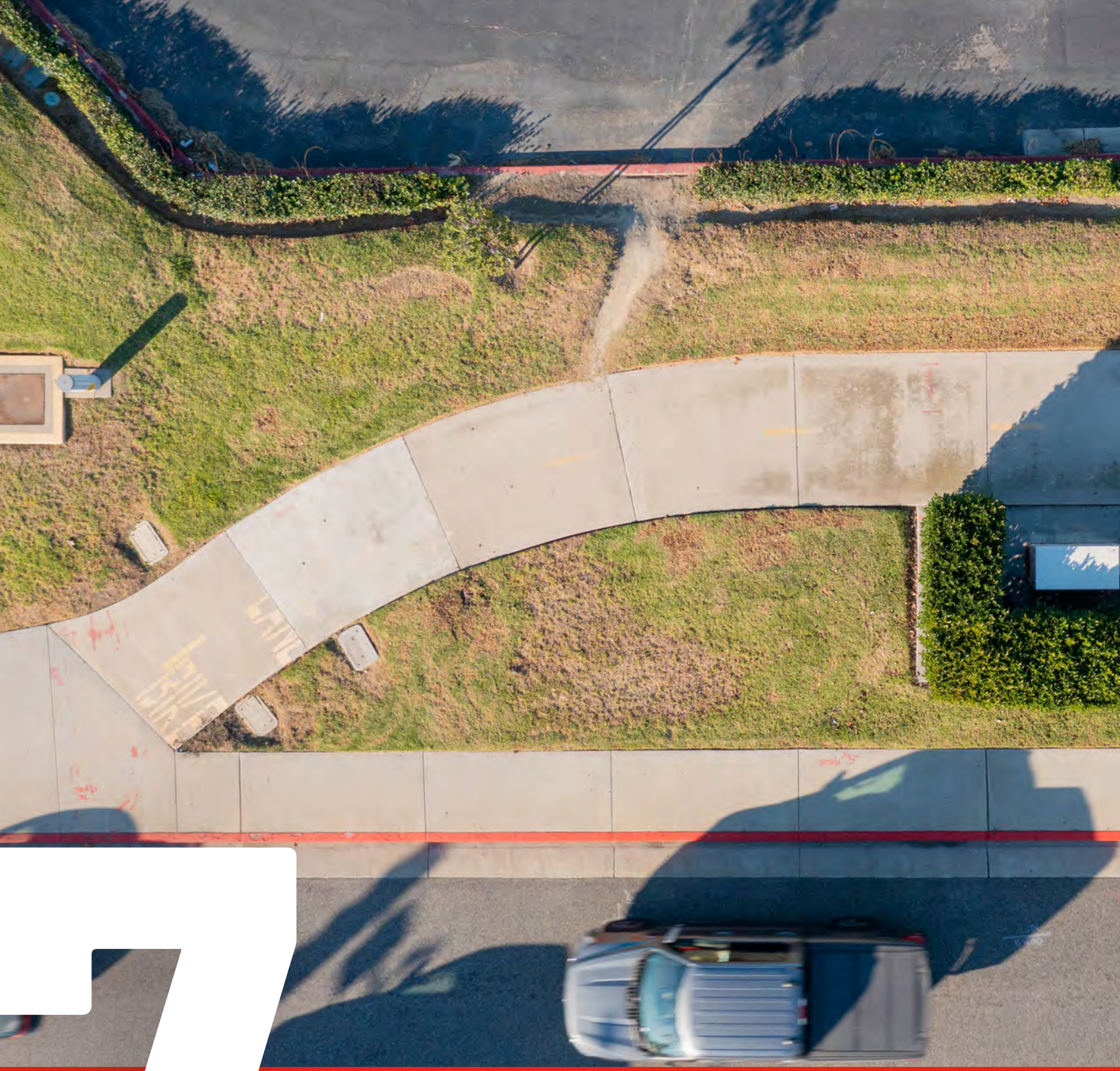
TDG has seen a variety of projects through construction, and we are committed to retaining access and mobility through construction zones.

6 EXPERIENCE AND RECORD OF SUCCESS ON SIMILAR PROJECTS

PROJECT MATRIX

The matrix below illustrates our team's experience with various scope elements.

PROJECT NAME	ADA Design	Alternatives Analyses	Best Practice Review	Bicycle Facility Design	Community/Stakeholder Engagement	Complete Streets	Concept Exhibits	Construction Support	Design Evaluation/Plan Review	Design Guidelines/Standards Development	Final Design	First-/Last-Mile Connections	Grant Writing	Landscape Architecture/Streetscape	Mobility Hubs	Multimodal Safety Best Practices	On-Call/Staff Augmentation Experience	Pedestrian Infrastructure Design	Policy Support	Program Evaluation	Quick-Build Multimodal Planning/Design	Safety Studies and Reports	Signal Design	Signs and Marking Design	Traffic Engineering	Trail Planning and Design	Transit Facility Design	Vision Zero Implementation
AASHTO *Bikeway Selection Guide*	●		●	●						●					●	●			●	●				●	●			
AASHTO *Guide for the Development of Bicycle Facilities*			●	●						●																		
Alameda Active Transportation Plan, Alameda, CA	●				●	●	●		●	●									●									
Alameda CTC Countywide Active Transportation Plan					●	●													●									
Alameda On-Call: Engineering Technical Support, Alameda, CA				●		●	●	●	●			●				●	●	●			●	●		●	●	●		
Alameda Vision Zero Action Plan, Alameda, CA					●																							●
Austin Staff Augmentation Engineering Services for Street Design, Austin, TX	●	●		●	●	●	●	●			●	●				●	●	●			●			●	●			
Berkeley Southside Complete Streets, Berkeley, CA	●	●		●	●	●	●	●	●		●			●		●		●					●	●	●	●		
Burton Way Bicycle Lane Upgrade Project, Beverly Hills, CA				●		●	●				●										●			●				
Center City Bicycle Network, Seattle, WA		●		●	●		●				●	●		●		●	●	●		●	●		●	●	●		●	
Cupertino On-Call Bikeway Design Services, Cupertino, CA	●	●		●	●		●		●							●	●	●			●			●	●			
Cross Alameda Trail, Alameda, CA				●		●					●						●	●						●	●	●		
Downtown West, San Jose, CA	●	●		●	●	●	●		●		●	●		●		●		●						●	●			
FHWA *Achieving Multimodal Networks*	●		●	●		●				●					●			●				●				●		
FHWA *Innovative Street Design and Accessibility*	●		●	●		●				●						●		●										
First Street Corridor Separate Bikeway Project, Burbank, CA	●	●		●		●	●	●	●		●					●		●			●		●	●	●			
Giant Road, San Pablo, CA				●		●		●			●					●					●		●	●	●			
MTC On-Call Contracts, Bay Area, CA			●		●		●	●								●	●			●	●							
Russell Boulevard Corridor Plan, Davis, CA		●		●	●	●	●							●		●		●						●				
San Pablo Bicycle and Pedestrian Corridor Study, San Pablo, CA	●	●		●	●	●	●		●							●		●			●			●	●	●		
San Jose Complete Streets Design On-Call, San Jose, CA	●			●		●	●				●		●	●		●	●	●					●	●	●		●	
Santa Monica Transportation Planning and Engineering Design Services On-Call, Santa Monica, CA		●	●	●	●	●	●			●	●					●		●			●	●		●	●		●	●
Travel by Trail, Fresno!, Fresno, CA				●	●													●						●		●		
Unincorporated Alameda County Engineering On-Call, Alameda, CA				●	●	●							●				●											
Union Street Cycle Track, Pasadena, CA	●			●	●						●					●								●				
Vera Avenue Bicycle Boulevard, Redwood City, CA				●	●	●					●			●		●					●			●				
Westside Mobility Projects, Los Angeles, CA	●	●		●	●	●	●	●	●		●			●		●		●			●	●	●	●	●			



7

FINANCIAL CAPACITY, DISCLOSURE, AND PROFESSIONAL SERVICES AGREEMENT

FINANCIAL CAPACITY

TDG has the technical, financial, and managerial competence to fulfill the consultant requirements listed in the Fairview Road Active Transportation Improvements project. TDG can provide sufficient data to allow an evaluation of our firm's financial capabilities if requested by the City of Costa Mesa.

DISCLOSURE

TDG does not have any past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. TDG's Dislcosure of Government Positions form is located in Section 8 Forms.

EXCEPTIONS AND CONDITIONS

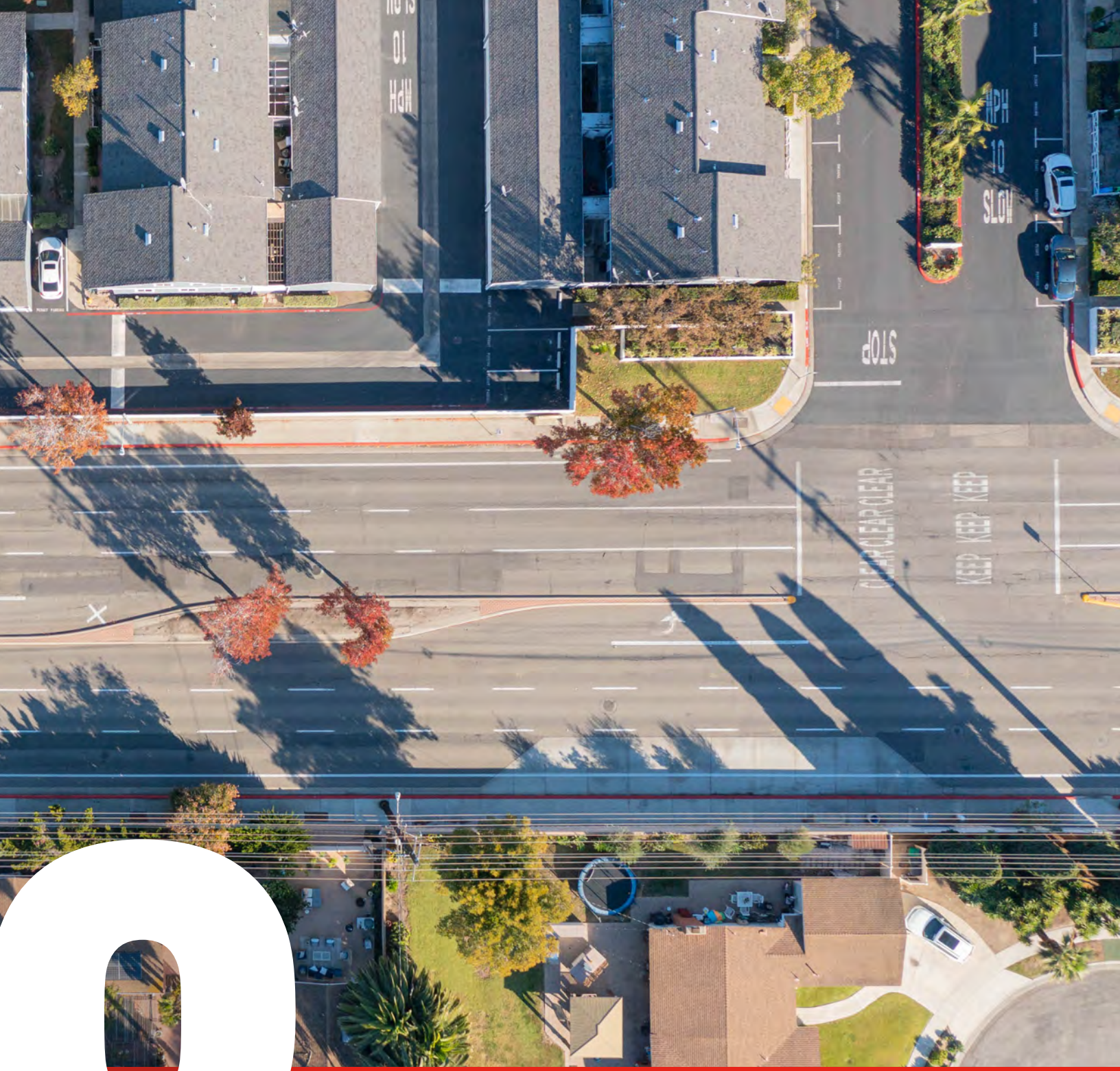
TDG has thoroughly reviewed the Request for Proposals and supporting documents and requests the following exceptions. However, we are flexible, and can waive our exceptions if necessary. We look forward to negotiation with the City of Costa Mesa during the contracting period.

6.9. INDEMNIFICATION AND HOLD HARMLESS.

Consultant agrees to ~~defend~~, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits to the extent arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.13. OWNERSHIP OF DOCUMENTS.

City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any images, graphics, photographs, etc. contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services.



8

FORMS

VENDOR APPLICATION FORM
FOR
RFP No. 23-07 ENGINEERING DESIGN SERVICES FOR FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: TDG Engineering, Inc.

Contact Person for Agreement: Roswell Eldridge

Title: Executive Vice President | Chief Operating Officer E-Mail Address: reldridge@tooledesign.com

Business Telephone: 301.927.1900 Business Fax: 301.927.2800

Corporate Mailing Address: 8484 Georgia Avenue, Suite 800

City, State and Zip Code: Silver Spring, MD 20910

Contact Person for Proposals: Daniel David, Jr.

Title: Project Manager E-Mail Address: ddavid@tooledesign.com

Business Telephone: 213.257.8680 x410 Business Fax: 301.927.2800

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

RFP23-07C04593

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

Names	Title	Phone
Jennifer Toole	President	301.927.1900 x103
Roswell Eldridge	Executive Vice President | Chief Operating Officer	301.927.1900 x107
William Schultheiss	Vice President | Director of Design	301.927.1900 x106
Nicholas Jackson	Vice President | Director of Operations, Northeastern U.S. and Canada	617.619.9910 x200
Jeremy Chrzan	Multimodal Design Practice Lead	301.927.1900 x155

Federal Tax Identification Number: 85-3001491

City of Costa Mesa Business License Number: TDG Engineering, Inc. will obtain a Costa Mesa Business License upon award of contract.

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

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

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-07 FOR ENGNEERING DESIGN SERVICES FOR FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS** at any time after **November 8, 2022.**

_____ **Date:** 11/21/2022
Signature

Roswell Eldridge
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 8, 2022** with a City Councilmember concerning informal **RFP No. 23-07 FOR ENGINEERING DESIGN SERVICES FOR FAIRVIEW ROAD ACTIVE TRANSPORTATION IMPROVEMENTS**. A copy of all such communications is attached to this form for public distribution.

_____ **Date:** _____
Signature

_____
Print

RFP23-07C04593

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** __X__

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

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** __X__

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address: 527 W. 7th Street, Suite 701, Los Angeles, CA 90014

Website Address: https://tooledesign.com/

Telephone Number: 213.257.8680 Facsimile Number: 301.927.2800

Email Address: marketing@tooledesign.com

Length of time the firm has been in business: 20 years (2 years as TDG)

Length of time at current location: 4 years

Is your firm a sole proprietorship doing business under a different name: ___Yes _X_No

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

Federal Taxpayer ID Number: 85-3001491

Regular Business Hours: 8am to 5pm on Monday to Friday

Regular holidays and hours when business is closed: N/A

Contact person in reference to this solicitation: Daniel David, Jr.

Telephone Number: 213.257.8680 x410 Facsimile Number: 301.927.2800

Email Address: ddavid@tooledesign.com

Contact person for accounts payable: Roswell Eldridge

Telephone Number: 301.927.1900 x107 Facsimile Number: 301.927.2800

Email Address: reldridge@tooledesign.com

Name of Project Manager: Daniel David, Jr.

Telephone Number: 213.257.8680 x410 Facsimile Number: 301.927.2800

Email Address: ddavid@tooledesign.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Berkeley
Telephone Number: 510.981.7062
Contact Name: Eric Anderson
Contract Amount: $614K
Email: eanderson@ci.berkeley.ca.us
Address: 1947 Center Street, 4th Floor, Berkeley, CA 94704
Brief Contract Description: TDG is leading the alternative analysis, public engagement, and final design of the Berkeley Southside Complete Streets project to meet the City's goals of ensuring safety, improving transit reliability, and supporting the economic and cultural vitality of the Southside neighborhood.

Company Name: Los Angeles Department of Transportation
Telephone Number: 213.972.8406
Contact Name: Christopher Rider
Contract Amount: $1M
Email: christopher.rider@lacity.org
Address: 100 S. Main Street, 10th Floor, Los Angeles, CA 90012
Brief Contract Description: Project intent is to develop conceptual plans with short, mid, and long-term infrastructure improvements along four corridors.

Company Name: City of Burbank
Telephone Number: 818.238.5250
Contact Name: Hannah Woo
Contract Amount: $59K
Email: hwoo@burbankca.gov
Address: 150 North Third Street, Burbank, CA 91502
Brief Contract Description: TDG developed concepts for a pair of one-way separated bikeways (Class IV) along both sides of N First Street and S Ikea Way in Burbank.

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address: 1340 Reynolds Avenue, Suite 110, Irvine, CA 92614

Website Address: https://www.kdmmeridian.com/

Telephone Number: 949.768.0731 Facsimile Number: N/A

Email Address: marketing@kdmmeridian.com

Length of time the firm has been in business: 22 years

Length of time at current location: 1 year

Is your firm a sole proprietorship doing business under a different name: ___Yes _X_No

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

Federal Taxpayer ID Number: 33-0897262

Regular Business Hours: 8am to 5pm on Monday to Friday

Regular holidays and hours when business is closed: US Holidays, Weekends, 5pm to 8am

Contact person in reference to this solicitation: Richard C. Maher

Telephone Number: 949.738.0731 Facsimile Number: N/A

Email Address: rmaher@kdmmeridian.com

Contact person for accounts payable: Carrie Smith

Telephone Number: 949.738.0731 Facsimile Number: N/A

Email Address: accounting@kdmmeridian.com

Name of Project Manager: Kathleen Layaoen

Telephone Number: 949.768.0731 Facsimile Number: N/A

Email Address: klayaoen@kdmmeridian.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:	City of Fullerton
Telephone Number:	Stephen Bise, PE, TE
Contact Name:	714.738.6300
Contract Amount:	On-Call Annually
Email:	stephen.bise@cityoffullerton.com
Address:	303 W. Commonwealth Avenue, Fullerton, CA 92832
Brief Contract Description:	On-Call Surveying Services

Company Name:	City of Ontario
Telephone Number:	909.395.2137
Contact Name:	Bryan Lirley, PE
Contract Amount:	On-Call Annually
Email:	blirley@ontarioca.gov
Address:	13230 Penn Street, Whittier, CA 90602
Brief Contract Description:	On-Call Surveying Services

Company Name:	City of Whittier
Telephone Number:	562.567.9525
Contact Name:	Raul Flore, PE
Contract Amount:	$25k
Email:	rflore@cityofwhittier.org
Address:	150 North Third Street, Burbank, CA 91502
Brief Contract Description:	sUAV mapping of 300ac for reservoir improvements

RFP23-07C04593

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A				

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

TDG Engineering, Inc.
Bidder/Applicant/Proposer

11/21/2022
Date

TOOLE
DESIGN

527 W. 7th Street, Suite 701
Los Angeles, CA 90014
213.257.8680
www.tooledesign.com

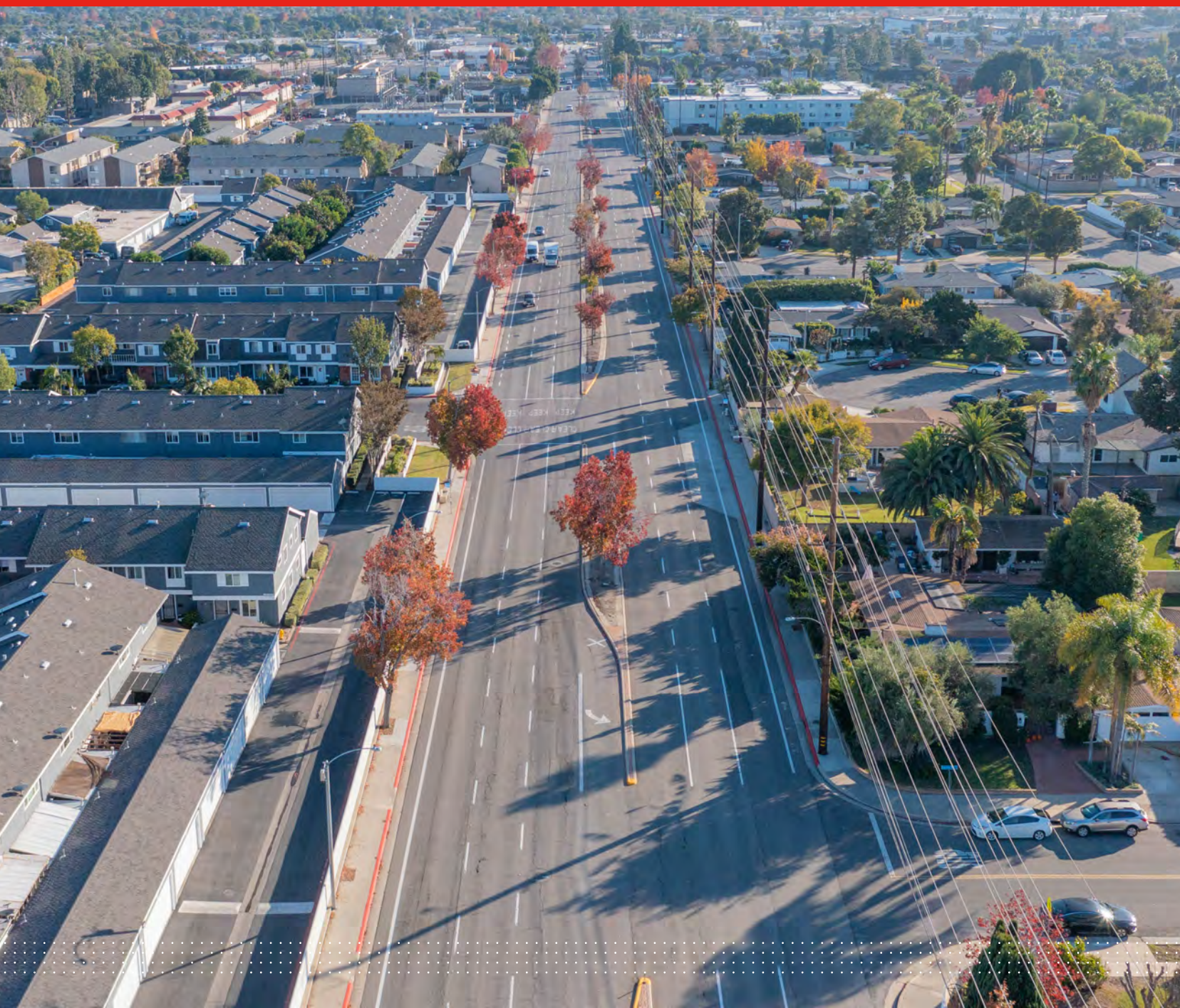


EXHIBIT C

FEE SCHEDULE

TOOLE DESIGN

527 W. 7TH STREET, SUITE 701
LOS ANGELES, CA 90014

213.257.8680
TOOLEDESIGN.COM

December 20, 2022

City of Costa Mesa
Public Works Department
Attn: Stephanie Urueta
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626
Submitted online via PlanetBids

RE: Request for Proposals for Engineering Design Services for Fairview Road Active Transportation Improvements; RFP No. 23-07
FEE SCHEDULE

Dear Stephanie Urueta and Members of the Selection Committee:

TDG Engineering, Inc. (TDG), an affiliate of Toole Design Group, LLC, is pleased to submit our fee schedule for the Fairview Road Active Transportation Improvements project. Appendix B Fee Schedule on the following page shows TDG's proposed budget. However, we are flexible and anticipate refining the fee in collaboration with the City of Costa Mesa. This proposal is valid for a minimum of 180 days following submission.

Together with the community of Costa Mesa, the TDG Team is posed to take on the challenges and opportunities presented by the Fairview Road Active Transportation Improvements project. If you have any questions, please contact Project Manager Daniel David at 213.257.8680 x410 or ddavid@tooledesign.com. Thank you for the opportunity to submit this proposal for the Fairview Road Active Transportation Improvement project in the City of Costa Mesa.

Sincerely,

Roswell Eldridge
Executive Vice President | Chief Operating Officer

APPENDIX B

FEE SCHEDULE

The professional services contract will not be awarded based upon competitive bidding. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses, be itemized under the following phases for each of the two projects:

Phase 0: Project Management and Coordination $ 11,632

Phase I: Detailed topographic survey $ 36,466

Phase II: Preliminary design plan and community outreach $ 25,240

Phase III: Final design Plans, specifications, and estimates (PS&E) $ 58,380

Phase IV: Construction Support $ 4,848

Direct Expenses $ 1,000

Total Not-To-Exceed Cost $ 137,566

OPTIONAL FEES

Traffic Intersection Observation and Study $ 1,000

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

SCHEDULE: The City anticipates a schedule of **180 calendar days** to complete the scope of work for the project design.

FEE SCHEDULE

The fee schedule below shows TDG's proposed budget. However, we are flexible and anticipate refining the fee in collaboration with the City of Costa Mesa.

	TDG ENGINEERING, INC.									KDM MERIDIAN							
	Principal-in-Charge	Project Manager	Civil QA/QC Lead	Design QA/QC Lead	Senior Engineer	Project Engineer	Project Engineer	Project Planner	Engineer II								
	Adam Vest	Daniel David	Amalia Leighton Cody	Jeremy Chrzan	Jesse Peoples	Gwen Shaw	Sofia Duran	Trevor Lien	Yasmin Fuseini-Codjoe	Survey Manager	Project Surveyor	Survey Technician	Field Crew (2-Person)	Clerical Aide	**Direct Expenses**		
TASKS	$298	$226	$273	$271	$267	$121	$159	$143	$135	$210	$195	$157	$330	$90	$4,550	**Total Hours**	**Total Fee**
0: PROJECT MANAGEMENT AND COORDINATION																**58**	**$11,632**
Kickoff Meeting	1	4	1	1	1	2	1	1	1							13	$2,692
Progress Meetings	2	8			1	1	1	1	8							22	$4,174
Progress Reports and Invoices		6														6	$1,356
Design Review Meetings	2	3			3		5		4							17	$3,410
1: TOPOGRAPHY SURVEY, UTILITY RESEARCH, AND PROJECT COLLECTION																**158**	**$36,466**
1.1 Topographic Survey (including Aerial Mapping and Direct Expenses)										3	21	28	29	1	1	83	$23,331
1.2 Utility Research and Coordination		2			4		8		12							26	$4,412
1.3 Project Data Collection		2	1		8		10		12							33	$6,071
Project Site Visit		4					4	4	4							16	$2,652
2: PRELIMINARY DESIGN PLANS AND COMMUNITY OUTREACH																**140**	**$25,240**
2.1 Preliminary Design	2	6	8	8	12	4	18	4	50							112	$20,176
2.2 Community Outreach		12					4	12								28	$5,064
3: FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE																**328**	**$58,380**
3.1 60% PS&E Design	6	10	10	10	12		32		58							138	$25,610
3.2 90% PS&E Design	4	6	4	4	8		32		46							104	$18,158
3.3 100% PS&E Design	2	4	2	2	6		20		32							68	$11,690
Project Site Visit(s)		4					4	4	6							18	$2,922
4: CONSTRUCTION TECHNICAL SUPPORT																**20**	**$4,848**
Construction Support		12			8											20	$4,848
Total Hours	19	83	26	25	63	7	139	26	233	3	21	28	29	1	1	621	-
Total Fee	$5,662	$18,758	$7,098	$6,775	$16,821	$847	$22,101	$3,718	$31,455	$630	$4,095	$4,396	$9,570	$90	$4,550	-	$136,566
Direct Expenses (Travel, reproduction etc.)																	$1,000
TOTAL FEE																	**$137,566**
OPTIONAL Traffic Intersection Observation and Study																	$1,000

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

   B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

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