

**PROFESSIONAL SERVICES AGREEMENT**  
**[Construction Management and Inspection Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Contractor"), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed THIRTY-FIVE THOUSAND SIX HUNDRED SIXTY DOLLARS and 00/100 (\$35,660.00) without the prior written authorization of City.

**b.** The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

**c.** In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of THREE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS and 00/100 (\$3,566.00) has been added to the total compensation of this Agreement. City's Project Manager may approve the additional work and

the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed THIRTY-NINE THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS and 00/100 (\$39,226.00).

### **3. Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the

right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City

will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

**14. Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

**15. Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

**c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents

and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

**b.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

**d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

## **18. Insurance.**

**a.** Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers’ compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the

insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

**f.** Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

**g.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the

classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**c.** Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**d.** Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

**e.** Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

**f.** Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

**g.** If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to



follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

**h.** Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

**“CONTRACTOR”**

KOA Corporation  
2141 W. Orangewood Avenue  
Orange, CA 92868  
Attn.: Chuck Stephan, Vice President

Telephone: 310-525-0678  
E-Mail: cstephan@koacorp.com

**“CITY”**

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Gabrielle Hayes

Telephone: 714-744-5561  
E-Mail: ghayes@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**[Remainder of page intentionally left blank; signatures on next page]**

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

KOA CORPORATION, a California corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Mark A. Murphy, Mayor

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning

Senior Assistant City Attorney

**\*NOTE:**

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City requires the following signature(s) on behalf of the Contractor:

(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR

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The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]



PROPOSAL FOR  
Construction Management and Inspection Services for  
Lemon Street at Palm Avenue Traffic Signal Installation  
(SP-4133) RFP 20-21.09

CITY OF ORANGE



August 20, 2020

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## SECTION 1. COVER LETTER

### TO

City of Orange  
Gabrielle Hayes

*Submitted via email to:*

[ghayes@cityoforange.org](mailto:ghayes@cityoforange.org)

### FROM

KOA Corporation  
Mr. Chuck Stephan, PE  
Vice President  
2141 W. Orangewood Avenue  
Orange CA 92868  
[cstephan@koacorp.com](mailto:cstephan@koacorp.com)  
T: 310.525.0678  
F: 323.260.4705

### RFP

**Construction Management and  
Inspection Services for  
Lemon Street at Palm Avenue  
Traffic Signal Installation  
(SP-4133) RFP 20-21.09**

### DATE

August 20, 2020

KOA Corporation hereby offers our proposal to provide Construction Management and Inspection Services for Lemon Street at Palm Avenue Traffic Signal Installation (SP-4133) RFP 20-21.09. Our experienced traffic signal installation team will provide the City of Orange with the professionals needed to successfully complete this project.

KOA is a 120+ person professional Planning and Engineering services firm working from six offices in the counties of Orange, Los Angeles, San Diego, Riverside and San Bernardino. KOA provides project management, construction management, and inspection services for public works agencies in Southern California. With 30 years of specialization in CM and inspection for public agencies, KOA is more than capable of meeting your project needs. KOA can meet your goals of completing the project on time, within budget, while minimizing the impact to residents and businesses.

KOA Corporation is a multi-capable engineering firm that includes professional traffic engineers specializing in traffic signal design, planners with outreach expertise, local personnel with public agency experience, Construction Managers and Inspectors, and Civil/Resident Engineers with public highway design and construction experience.

The required insurance coverage will be obtained by KOA, and we understand said coverage is a prerequisite for entering into an agreement with the City. KOA will provide insurance documents for the project per the required check list and sample contract agreement prior to contract award. I will be the designated Principal in Charge for this project. This proposal is valid for 90 days after submittal.

Sincerely,

KOA Corporation



Chuck Stephan, PE, LEED AP  
Vice President I Director of CM Division



## SECTION 2: BACKGROUND AND UNDERSTANDING OF THE SCOPE OF SERVICES

**F**ounded in 1987, KOA is a leading provider in construction management, traffic engineering, and transportation planning services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes project/construction managers, construction inspectors, certified transportation planners and registered civil and traffic engineers. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California, including many traffic signal construction and federal-aid projects.



### KEY PERSONNEL

Key personnel qualifications are briefly summarized below. Detailed resumes are included in Section 5 of this proposal. KOA specializes in traffic planning, traffic engineering, civil engineering, and construction management of public works project in southern California. All of our personnel are local to southern California. KOA routinely provides traffic signal engineering design, timing, and studies for state and federal-aid projects, and we have previously worked with the City of Orange. We have recently completed several projects involving traffic signal improvements, including federal-aid projects.

Chuck Stephan will be the Project Manager and the prime point of contact for this assignment. Chuck has been with KOA since 2001.

Our Inspectors have decades of experience on traffic signal and public improvement projects with similar improvements and are available to support the team for this project. More information for each team member can be found on the following brief resumes that list some of the recent related experience of each team member.

### SCOPE OF SERVICES

The City of Orange plans to construct new traffic signal improvements at the intersection of Lemon Street and Palm Avenue. The existing intersection is 4-way STOP control, with crosswalks on all sides and ramps at each corner. There are nearby decorative street lights, with overhead utilities on the east side of the intersection. Pavement is Portland Cement Concrete (PCC), with Asphalt Concrete (AC) pavement on Lemon Street to the east. Chapman University lies to the west, and residential properties to the east. The

intersection experiences significant traffic, especially during school commuting hours with vehicles, bicycles, skateboards, and pedestrians.

The project will install a new fully controlled traffic signal system including poles, signal hardware, footings, conduit, controller, electrical service, video detection, lighting. Associated work will include improving ramps to current ADA requirements, striping, signing, and utility adjustments. The entire northeast corner will be reconstructed including a new ADA curb ramp. In addition, the work will comply with the City of Orange Old Towne Historic District design standards.

The City is soliciting proposals from professional services firms to provide Construction Management and Inspection services for the construction work.

### **SAMPLE PRIOR EXPERIENCE**

#### **City of S. El Monte On-Call - Thienes Avenue and Tyler Avenue Traffic signal and Lighting Project**

**Improvements. 2018 Federal Project No. HSIPL 5352 (014), City Project 67-900-9020-291** - KOA provided Construction Management, Inspections and Labor Compliance on this Federal project. The project consists of the contractor providing all required equipment and labor personnel for two (2) phases. Phase 1 – to pothole all utilities prior to construction and install all required conduits and Phase 2 - contractor to provide all equipment and labor to install all poles, cabinets, signal heads, camera, pull conductors and turn on signal at the completion of the project. The total project duration was forty five (45) working days. KOA provided CM and construction inspection services for *pre-construction, construction, and post-construction* activities. *Reference: Okan Demirci, PE, City Engineer, City of S. El Monte. 411 Santa Anita Ave., S. El Monte, CA (714) 319-6137 [okan.demirci@transtems.org](mailto:okan.demirci@transtems.org) KOA Staff: Kevin Higgins, CM, Cris Cole, Construction Inspector. Project Cost: \$640,000.00*

**City of Azusa – Professional Engineering Services for Traffic Management System**, Azusa, CA: KOA is currently providing Construction Management and Inspections on this project that includes traffic signal improvements and modifications at 43 signalized intersections within the City. The Design and Construction support scope focuses on installation of a centralized traffic control and monitoring system, signal coordination, signal timing and intersection signal equipment. The project will also replace antiquated controllers and cabinets, install network switches and routers enabling communication between local field elements and the Traffic Management Center (TMC), and provide a new TMC work station. *KOA Staff: Eric Yang, Design, Ram Mohseni, CM, Doug Ramos, Construction Inspection*

**Foothill Boulevard Master Plan Improvement Project, City of Claremont** – KOA provided *Construction Management, Inspections and Materials testing* on this current project consisting of 2.8 miles to construct numerous improvements that include traffic control, clearing and grubbing, roadway excavation, removal and replacement of curb and gutter, sidewalks, and driveways, *Class 1, 2 and Class 4 bicycle lanes, 10 concrete bus pads and shelters, concrete cross gutters, alley way driveways, local depressions, parkway drains, pavement improvements, walls, storm drain work that includes various RCP, catch basins, manholes, cobble bio-retention basins, drywell underground storage, 6 new traffic signalized intersections, street lighting, landscaping and irrigation, and the installation of bus shelters and furniture and amenities, trellis structures, monuments signage, and full landscaping.* KOA oversaw the construction management and inspections on the entire project for the City and provided construction inspections, daily reports, labor compliance, contractor compliance, utility coordination, conducted / attended weekly project meetings, negotiated, approved, quantities, and extra work, maintained project photos and records, met with City officials and town residents, verified quantities, coordinated any soils testing, provided daily inspections, managed 7 funding sources, and coordinated with the contractor while assisting in re-design of numerous survey errors on the plans for this \$15 Million project. *Reference: Vince Ramos, City Project Manager, City of Claremont, 207 Harvard Ave. N, Claremont, Ca 91711, (909) 319-6137, [VRamos@ci.claremont.ca.us](mailto:VRamos@ci.claremont.ca.us) KOA Staff: Kevin Higgins, CM, Chuck Stephen, PM, Gordon Roberts, Construction Inspector.*



## SECTION 3: WORK PLAN

### WORK TASKS

We acknowledge the Scope of Services as listed in the Request for Proposals. Due to space limitations, we will not relist every item from the RFP here, but will elaborate on the important aspects of the work. We do not plan to utilize any subconsultant firms for this project.

### PS&E REVIEW AND PROJECT PLANNING

Prior to proceeding with work, KOA will thoroughly review the project site, plans, and specifications, and bid tabulation to familiarize our staff with the work, and to note any potential problems that need to be addressed. We will affirm with the Contractor that all work anticipated for the project is included completely in the bid items. In our preliminary short review of the project plans and specifications, we note the following items that we would discuss further with the City, and for follow-up with the contractor:

- Has SCE determined a point of connection for the electrical services?
- Will the overhead utilities be clear of the new signal equipment?
- Pole order and delivery time—we note that there are 45 calendar days allotted for construction, and that work is anticipated to begin in October, 2020. On our current traffic signal projects, we are experiencing pole delivery schedules of 6 months to a year. We will want to affirm that the poles can be ordered and delivered in time to meet the project schedule. We also want to avoid lengthy periods where the work is partially completed while waiting for pole and equipment deliveries.
- Traffic control (including pedestrians)—due to the high traffic volume, including the Chapman students, we will want to make sure that detailed and adequate planning is made to ensure the safety of the public and the construction work. In addition, we will stress to the Contractor that he is responsible for protection of the work, and that absolutely no graffiti or other damage to the work will be accepted.
- Chapman University Coordination—we will want to make sure that Chapman University, in addition to the neighboring properties and businesses, are apprised of the work and continually updated on project progress.
- Concrete installation—We will want to make sure that the concrete work is placed and opened to traffic to minimize inconvenience. We recommend using high-early strength concrete in the traffic areas.
- We will want to make sure that all utilities are located and potholed before and/or during installation of signal conduit. Any pothole work will need to ensure that the pavement is adequately repaired per City requirements. During our field visit we noted a number of utilities that may be in conflict and will need to be investigated to ensure that construction is clear to proceed. There are existing street lighting conduits in conflict, and the existing street lights will need to be removed. Will temporary lighting be provided? There are telecom conduit that may be affected. Note that the signal pole foundations are very large, and we will need to ensure that there is sufficient clearance from utilities and right of way for installation.
- We will need to ensure that the Pedestrian push buttons have a level pad in front and are ADA compliant.
- The R-1 sign at the NE corner will be removed, but the “NO CONSTRUCTION TRAFFIC” sign will be left in place on the existing pole. This sign should be raised, or could be relocated to the other side of the street. All of the R-1 signs need to be removed. Will the street name signs be left on site or will the new signal have name signs? The signal detail notes “IISNS BY OTHERS”. The tree at the NE corner will need to be trimmed to

provide for sight distance to the newly relocated sign, and the tree roots will need to be trimmed for the sidewalk replacement. The School Crossing Ahead signs at the SE corner should be replaced due to fading.

- There is an existing utility pole on the SE corner. We will want to verify that this pole will not provide any line of sight issues with the new traffic signal heads.
- The City may want to include replacement of a short section of the cross gutter at the NE corner.

#### CONSTRUCTION MANAGEMENT AND INSPECTION

KOA will provide part-time Construction Management services throughout the construction effort (Full-time CM services are available if needed). We envision that CM services will be more involved during startup efforts, and lessen as the project progresses towards completion. KOA will provide full-time Construction Inspection services with our seasoned and experienced inspection staff. KOA has adequate alternate resources to provide additional and backup support services as needed. The Construction Manager will provide for the following efforts:

- Attend all project related meetings. Arrange and conduct preconstruction meeting.
- Provide a constructability review of the project plans, specifications, and engineer's estimate
- Develop a project phasing plan and recommendations
- Maintain project files
- Supervise construction observation/inspection. Assist with coordination of other consultants
- Coordinate Material Testing services (KOA can provide material testing as a separate subconsultant service if needed)
- Monitor stormwater protection compliance
- Review and file construction inspector's daily reports utilizing KOA's electronic reporting system
- Review and track the contractor's construction schedule
- Assure contractor adheres to labor compliance requirements
- Issue a Weekly Statement of Working Day report
- Coordinate with the City's design engineer, utility companies, and other agencies including utilizing Procure Application or other approved file and information management system. Assist in acquiring all necessary permits with respective agencies
- Review and track material submittal approvals
- Review contractor traffic control plans
- Provide public outreach
- Review and make recommendation for contractor progress payments
- Review and make recommendation regarding claims and contractor's request for change order. Track T&M costs
- Assist the City with preparing and processing reimbursements and project payments
- Address issues affecting property owners, residents, businesses, stakeholders, and contractor
- Ensure that Contractor adheres to safety requirements such as OSHA, and that they implement COVID-19 standard procedures including the use of PPE, distancing, and cleanup
- Maintain a set of "as-built" plans
- Provide for project outreach to stakeholders, resident, schools, businesses, utilities, etc.
- Verify compliance with survey monument perpetuation requirements
- Arrange for a final walk through inspection and prepare a "punch-list"

KOA will provide full-time inspection coverage of Contractor operations. We will provide a Primary Inspector for regular full time inspection (40 hours per week); a Secondary Inspector intended for night-time and weekend work if needed (up to 8 hour shifts); and a Back-Up Inspector intended for back-up, weekends, or graveyard shift hours. We may recommend different inspectors for specialty trades if needed—e.g. for pavement repairs, PCC installation, and traffic signal equipment. Our construction management and office engineering staff are able to provide additional inspection support roles if necessary. The Inspector will prepare daily inspection reports that include at least the

following items. KOA can develop custom reports in collaboration with the City for this particular project. Reports will be filed on a daily basis, and transmitted to the City weekly, including:

- Labor (Trade and Classification)
- Hours worked
- Materials delivered and/or incorporated into the work
- Equipment used
- Description of activities
- Quantities constructed
- Problems, issues, accidents, disputes, claims
- Directives and Field Orders
- Resolution of issues
- Recommendations to the Construction Manager for non-performance or other issues
- Stormwater protection
- Safety measures and issues
- Traffic Control measures
- Weather
  
- Conduct work in a community sensitive manner
- Communicate daily with Public Works staff
- Take photographs daily, including before and after project video and photos
- Attend meetings
- Advise on corrective actions. Address safety issues immediately. Report to City
- Review and track progress schedule
- Verify approved material submittals and certifications
- Review traffic control and safety measures
- Verify NPDES compliance
- Verify change order and T&M claims
- Other tasks as required by the City

#### POST-CONSTRUCTION CLOSEOUT

KOA will assist the City in completely closing out the project, including:

- Development of the construction "punchlist" of remaining work
- Conduct final walkthrough with City staff. Verify that all required manuals for the traffic signal are transmitted to the City. Verify correct operation of signal system
- Verification that all work is complete
- Final project photographs
- Completion of required project documentation
- Support for audits
- Verification of ADA compliance
- Verification of material testing compliance and remedial measures
- Verification of survey monumentation compliance
- Submittal of As-Built plans and all files to City
- Final payment recommendation

#### SCHEDULE REVIEW

KOA staff are very familiar with the entire mainstream scheduling software utilized by the public works contracting industry, including, but not limited to Primavera and Microsoft Project®. KOA will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead times. We will provide critical assessment and recommendations to the schedule and sequence of events.



We will have the Contractor pothole well ahead of time to ensure that the new signal pole locations are clear of existing utilities



We will want to verify that poles are clear of the overhead utility lines





The City may want to change out this manhole cover for one without the raised pattern for better ADA compliance



This utility pole may create some signal pole placement and line of sight issues. We will verify signal pole location and clearance with the City

## SECTION 4: PROJECT ORGANIZATION AND STAFFING

### City of Orange

#### PROJECT MANAGER

**Chuck Stephan**  
Manager of CM Division

#### CONSTRUCTION MANAGER

**Davina Buenavista**  
Sr. Construction Manager

#### CONSTRUCTION INSPECTOR

**Doug Ramos**  
**Gordon Roberts**  
**Dan Chapman**

## RESUMES

### DAVINA BUENAVISTA

#### CONSTRUCTION / PROJECT MANAGER

Ms. Buenavista has over 25 years of experience in public works and has managed a variety of capital improvement projects and maintenance programs from inception to completion, including planning, development, design, and construction. She has successfully completed numerous projects that involved roadway construction, traffic signal installations and upgrades, median and parkway landscape installations and maintenance, recreational park construction, utility (storm drain, water, and sewer) improvements, and facility upgrades and maintenance.

**City of Redondo Beach – Citywide Slurry Seal Project, Phase I, Redondo Beach, CA (2/2020-4/2020):** Construction Manager. KOA provided construction management and inspection services. The project provided general street preservation work including minor dig-outs, crack seal, slurry seal, and pavement striping and marking on residential and collector streets. Construction Cost: \$700,000. **Reference:** City of Redondo Beach, Javier Urista, 415 Diamond Street, Redondo Beach, CA 90277, Email Javier.Urista@Redondo.org, Phone (310) 318-0661. Contractor: American Asphalt South, Inc.

**City of Redondo Beach – Palos Verdes Boulevard Median Renovation, Redondo Beach, CA (1/2020-3/2020):** Construction Manager. KOA provided construction management and inspection services. The project upgraded the raised median island on Palos Verdes Blvd, located at the eastern City limit. Improvements included a new irrigation system, construction of decorative mortared cobble stone, and installation of trees and plants. Ms. Buenavista's responsibilities included project coordination with the City, Contractor and Inspector; monitoring the Contractor's schedule; review of submittals, RFIs, and change orders; document control; preparing Weekly Statement of Working Days; providing weekly project status reports; tracking contract pay quantities and reviewing Contractor invoices; and project close out. Construction Cost: \$105,000. **Reference:** City of Redondo Beach, Saila Potukuchi, Associate Civil Engineer, 415 Diamond Street, Redondo Beach, CA 90277, Email Saila.Potukuchi@Redondo.org, Phone (310) 318-0661. Landscape Architect: Kobata Associates, Inc. Contractor: FS Contractors, Inc.

**City of Laguna Beach – Staff Support for Public Works Department, Laguna Beach, CA (4/2019-11/2019):** Project Manager. Under the direction of the City Engineer and Project Director, Ms. Buenavista provided full-time, in-house project management services. Ms. Buenavista's responsibilities included managing capital improvement projects involving storm drains designs, creek and slope stabilization, stairs replacement for beach access, and facilities improvement for the City Police, Fire, and Marine Safety Departments. Her tasks included construction drawings and traffic control plans review; preparing project specifications and engineer cost estimates; reviewing environmental and geotechnical reports; contract administration and budget oversight; conducting project meetings with designers and contractors; project coordination with City departments and stakeholders; bidding projects and preparing city council staff reports for contract award; reviewing invoices for payments; reviewing submittals and RFIs; providing document control and electronic filings; and attending department staff meetings and utility coordination meetings. Project involvement included:

#### EDUCATION

BS, Civil Engineering  
Loyola Marymount University  
Los Angeles, CA

#### REGISTRATIONS

Engineer-in-Training (CA)  
Certificate #XE096552

#### PROFESSIONAL AFFILIATIONS

American Public Works  
Association (APWA)

Project Management Institute  
(PMI)

**YEAR STARTED WITH FIRM:**  
2017

#### GENERAL EXPERIENCE:

- Civil Engineering
- Project Management
- Construction Management
- Capital Improvement Projects
- Staff Augmentation
- Roadway/Traffic Signal
- Street Median/Parkway
- Recreation Park/Facilities
- Building/Facilities
- Former Public Agency Employee, Public Works

**City of Irvine – Culver Avenue Intersection Improvements at Alton Parkway and Main Street, City of Irvine, CA (4/2016-6/2017):** Senior Project Manager – City of Irvine Public Works Department. Ms. Buenavista managed the project construction of this \$900,000 traffic improvement at two major intersections in the City of Irvine. Improvements at both intersections included the extension of existing left-turn lanes for increased storage capacity; traffic signal equipment upgrades for video detection and enhance signal synchronization; modifications to raised roadway median, including complete landscape restoration; and the reconstruction of intersection curb ramps for compliance with ADA standards.

**City of Irvine – Harvard Avenue Roadway and Streetscape Rehabilitation, City of Irvine, CA (4/2016-6/2017):** Senior Project Manager – City of Irvine Public Works Department. Ms. Buenavista managed this \$1,500,000 project that provided roadway and streetscape improvements along a 1-mile stretch of Harvard Avenue, near the University of Irvine campus. Her responsibilities included organizing public meetings and conducting community outreach, and project design including the preparation of construction specification in accordance with the City's landscape maintenance standards and practices. Improvements to existing parkways required the removal of over 140 mature trees that impacted adjacent sidewalk and roadway, replanting a variety of replacement trees, extensive parkway landscape restoration, irrigation system modifications, repairs to roadway, curbs, gutters, and sidewalk, and the installation of ADA compliant curb ramps at various intersections.

**City of Irvine – Michelson Drive Rehabilitation, Irvine, CA (2016-2017):** Senior Project Manager – City of Irvine Public Works Department. Ms. Buenavista managed this \$1,800,000 project that rehabilitated roadway pavement on a 1.7-mile segment of Michelson Drive from Culver Drive to University Drive. Her responsibilities included the design of cost-effective roadway replacement sections to restore pavement structural stability and extend its useful life, reconstruction of numerous landscaped median islands, and development of project phasing to minimize the impacts of construction to surrounding residential and commercial areas.

**City of Irvine – Paseo Westpark/Warner Avenue Traffic Signal Improvements, Irvine, CA (2016-2017):** Senior Project Manager – City of Irvine Public Works Department. This \$500,000 project included the construction of left-turn pockets for improved vehicular movement through the intersection, replacement of traffic signal poles, controller, and mast arms, and upgrades to existing traffic signals for enhance system synchronization and communication. Ms. Buenavista managed the bid and award of the project, including preparing required bid documents, advertising project for bids, reviewing bid proposals, verifying contractor information and references, writing the City council staff report for contract award, and contracts administration.

**City of Torrance – Residential Street Rehabilitation, Area A, Torrance, CA (2015-2016):** Associate Engineer – City of Torrance Public Works Department. This \$2M project involved residential street improvement within the WALTERIA neighborhoods, located off Pacific Coast Highway and Hawthorne Boulevard. Improvements included asphalt concrete pavement reconstruction, surface drainage improvements, and repairs to damaged concrete sidewalks, curbs, and gutters. Ms. Buenavista's responsibilities included project management, overseeing work of design consultants, supervising public works support staff, and project coordination with other City departments and utility agencies.

**City of Torrance – 190th Street Rehabilitation from Prairie Avenue to Hawthorne Boulevard, Torrance, CA (1/2013-6/2015):** Associate Engineer – City of Torrance Public Works Department. Ms. Buenavista successfully managed the design and construction of this \$770,000 project that included the reconstruction of deteriorated asphalt concrete roadway pavement; repairs to damaged concrete sidewalk, curbs, and gutters; upgrades to intersection corner curb ramps for compliance with ADA; construction of new bike lanes; modification to the existing traffic signal including equipment upgrades, and updating and replacing all roadway signage.

**City of Torrance – Crenshaw Boulevard Rehabilitation from Maricopa Street to Sepulveda Boulevard, Torrance, CA (3/2007-2/2012):** Associate Engineer – City of Torrance Public Works Department. Ms. Buenavista successfully managed the design and construction of this \$3,000,000 project that provided improvements to 1.25 miles of this



major arterial roadway, primarily funded by American Recovery and Reinvestment Act of American 2009 (ARRA) funds. Improvements included extensive roadway pavement rehabilitation, including sections of full-depth reconstruction, variable pavement grinding to correct grades and improve drainage, and complete roadway overlay with rubberized asphalt concrete; repairs to damaged concrete driveway, sidewalk, curbs, and gutters; installation of ADA compliant curb ramps; and upgrades to all roadway signage.

**City of Torrance – Rolling Hills Road Traffic Signal and Median Landscape Installation, Torrance, CA (2007-2009):** Associate Engineer – City of Torrance Public Works Department. This \$700,000 improvement project installed traffic signals at two busy intersections of Rolling Hills Road, including roadway pavement striping modifications and signage upgrades, construction of ADA curb ramp, and installation of raised medians and landscape. Ms. Buenavista's responsibilities included managing the work of consultant design engineers, contractors, and inspection staff; contract administration and budget controls; conducting field meetings; public notification and outreach; and processing change orders and invoices.

**City of Torrance – 190th Street Rehabilitation, West City Limit to Hawthorne Boulevard, Torrance, CA (3/2007-12/2007):** Associate Engineer – City of Torrance Public Works Department. Ms. Buenavista successfully managed the design and construction of this \$2M project to the south half of 190th Street. Improvements included roadway resurfacing, construction of multiple dedicated turn lanes to optimize vehicular movements at intersections, traffic signal upgrades to streamline synchronization through the 190th Street corridor, and repairs to damaged concrete sidewalk, curbs, and gutters. Her responsibilities included managing the work of design consultants, contractors and inspection staff, project coordination with the City of Redondo Beach, Caltrans, and various utility agencies, and organizing public outreach.

## DOUGLAS RAMOS

### SENIOR CONSTRUCTION INSPECTOR (TRAFFIC SIGNAL – FIBER OPTIC)

Mr. Ramos has over 30 years of experience in public works construction, traffic systems communications, inspection and oversight on various traffic signals, CCTV, CMS, Fiber Optic, and all communications and pertinent devices. He worked for the City of Anaheim as an IMSA Level III as a systems technician and inspector for nearly his whole career. He has overseen small to large City Traffic Signal Improvement projects, inspections, maintenance and oversight of closed circuit camera systems, fiber optic cable installations, and various other signal synchronization and electrical projects throughout the City in his career. He has also worked with various entities and stakeholders such as Disneyland and Disney California Adventures as a supervisor overseeing the traffic signals and fiber optic installations.

### RELEVANT EXPERIENCE

#### **City of Azusa – Citywide Traffic Management Systems Project**

Construction Inspector: Mr. Ramos will provide construction inspection on this new project that focuses on installation of a centralized traffic control and monitoring system, signal coordination, signal timing and intersection signal equipment. The project will also replace antiquated controllers and cabinets, install network switches and routers enabling communication between local field elements and the Traffic Management Center (TMC), and provide a new TMC work station.

#### **City of S. Pasadena Traffic Signal Improvement Project**

Construction Inspector: Mr. Ramos is providing inspections for new traffic signal installations and traffic signal rehabilitation projects at 13 various intersections. These projects include new galvanized poles, new controller cabinets, updated controllers, new conduits for interconnects, boring at existing intersections, LED signal heads, pedestrian push buttons, camera systems, police and fire advance warning systems, wiring, fiber optic lines, hand-hole boxes, new signal loop systems, handicap ramps, sidewalk, and all related improvements.

#### **City of Coachella ST-68 Traffic Signal Synchronization Project**

Construction Inspector: KOA provided ITS and signal design services and construction inspection for the Traffic Signal Synchronization and ITS Infrastructure Phase I Deployment of the City's ITS Master Plan. Mr. Ramos provided construction field inspection of the signal controller, fiber optic cable installation, and the construction of the new traffic management center of the project. The scope included complete construction documents (PS&E) for controller upgrades, ITS hardware & software upgrades, new 72 single mode fiber optic interconnect of all City intersections, redundant wireless interconnect and the PS&E to construct a new Traffic Management Center (TMC). The project migrated the City from Type 170 controllers with BI Tran 233 to the new McCain 2070ATC controllers running the Omni Ex program and Transparency TMC central system software.

#### **City of Anaheim IMSA Level III, Anaheim, CA (1986 - 2014):**

Construction Inspector / Systems Technician: Douglas Ramos has implemented and performed traffic signal preventive maintenance programs as a Systems Technician and In-house Inspector for 30 years in the City of Anaheim. Included in these duties were inspections and oversight, 24 hour stand by on-call, troubleshooting and repair of all city traffic signals, CCTV, CMS and communications of all pertinent devices. He performed shop burn in and cabinet testing of new controller cabinets and fiber optic systems for contractor and city installations. He assisted in new and existing conflict monitor testing program. He provided inspections, over site and supervision of field and cabinet modifications by contractors.

#### **Traffic Systems Communications, City of Anaheim, CA**

Doug assisted with citywide implementation of communications network first with cable and then fiber, including a

### EDUCATION

Cypress Junior College

### REGISTRATIONS

Level I, II and III, IMSA Traffic Signal Technician.

Level I IMSA Traffic Signal Inspector.

Corning fiber optic certification training.

Iteus and Econolite video detection training

NICET Level III (Soil, Concrete, Asphalt

### YEAR STARTED WITH FIRM:

2017

traffic management center, all traffic signals, CCTV, and CMS. He assisted with the traffic management center including cable routing and terminations etc. He performed fiber optic cable inspections and installations including routing cable in conduit runs, installing connectors, fusion splices, light meter testing and OTDR testing. Supervised and inspected fiber installations city wide. Installed fiber for two Anaheim Fire Stations including connectors, interface equipment and establishing communications to city network. He also, Installed CCTV in various locations within the city including fiber and inspected and established communications to the TMC.

**Other City Projects, City of Anaheim, CA**

Supervised, Inspected, and assisted with work to update surrounding traffic systems infrastructure when the Disneyland California Adventure was built. This work included traffic signal, CCTV, CMS and fiber optic communications installations. Supervised and assisted with the Katella street widening project in the city's Platinum Triangle area. This included installing fiber, CCTV, CMS and traffic signal modifications. He supervised new city wide LED Illuminate Street Name Sign project. He supervised and assisted with new LED CMS and lane directional arrow signs for new ARTIC transit station and Douglass street entrance to Anaheim Stadium. This included routing fiber and establishing communications to TMC.

## GORDON D. ROBERTS

### SENIOR CONSTRUCTION INSPECTOR

Mr. Roberts has over 40 years of energetic, reliable strong commitment to professional work ethic, and diverse experience in progressively responsible positions from heavy equipment operator to superintendent to general engineering & building contractor including multiple trades contractor to project designer and inspector. Years of experience working with a paving and slurry contractor. Mr. Roberts interacts cooperatively at top management levels with input into planning, safety, goal setting, operations, policy decisions, and building code implementations. Mr. Roberts possesses authoritative knowledge of building codes and regulations, plan reading and interpretation, multiple trades and overall respected construction practices. Mr. Roberts interacts cooperatively with architects, engineers, general contractors, inspectors, other supervisors and the public. Mr. Roberts conveys excellent communication and interpersonal skills; interacts well with widely diverse groups; easily gains confidence and cooperation; additionally, bi-lingual utilization of his construction / conversational Spanish proves a strong field communication asset. Mr. Roberts has managed crews of 30+; stressing quality work and safety. Hired, trained, and developed crews to work independently with continued priority to safety situational awareness. He also speaks Spanish well.

### RELEVANT EXPERIENCE

#### **Foothill Boulevard Improvement Project, Claremont, Ca**

The project constructed 3.1 miles of major arterial improvements for the Foothill Boulevard Master Plan. The work included traffic control, clearing and grubbing, roadway excavation, removal and replacement of curb and gutter, sidewalks, and driveways, Class 1, 2 and 4 bicycle lanes, 10 concrete bus pads and shelters, concrete cross gutters, alley way driveways, local depressions, parkway drains, pavement improvements, walls, storm drain work that includes various RCP, catch basins, manholes, cobble bio retention basins, drywell underground storage, 6 traffic signals, street lighting, landscaping and irrigation, and the installation of bus shelters and furniture and amenities, trellis structures, monuments signage, and full landscaping. KOA oversaw the entire project for the City, conducted weekly project meetings, managed staff and budgets; negotiated, approved, and processed change orders, maintained project files, labor compliance, Caltrans, Edison, and multi-agency coordination balanced 7 funding sources, met with City officials and town residents, reviewed all submittals and RFI's, coordinated with City project manager and City Management from various departments, completed weekly and monthly reports, verified quantities, coordinated any soils testing, attended City meetings, and coordinated with the contractor while assisting in re-design of numerous survey errors on the plans for this \$14 Million project.

#### **City of Rancho Mirage On-Call Inspections Contract – Land Development and Public Works Projects, City of Rancho**

**Mirage - Construction Inspector:** Mr. Roberts oversaw the rough grading operation, installation of VCP Sewer Main, storm drain with storm drain and sewer manholes, wyes and laterals, 8" – 12" ductile iron water line, curb and gutter, cross gutters, sidewalk, paving grading and base paving on two land development projects. Mr. Roberts maintained Daily reports, attended meetings, kept photo documentation, coordinated with the City, design engineer, and materials testing staff to ensure that the project was built in accordance with the project plans and specifications.

#### **2016-17 CDBG Sidewalk Improvement Project, Corona, CA: Construction Inspector**

Mr. Roberts provided construction inspections on this CDBG Sidewalk rehabilitation project in various areas.

### EDUCATION

#### **California State Contractor Trade School & Licensing –**

General (A)/Engineering (B)/ plus Specialty Trades & Certifications

#### **Operating Engineers, Local 12-**

**Journeyman Training-** Certified HAZ-MAT Handling, Safety Management, Equipment Operator for Infrastructure Earthwork, Grade Checking & Plan Take-off, Heavy Equipment Mechanical Repair, Maintenance & Safety Practices.

#### **Trade & College Courses –**

Drafting & Plan Design, Metallurgy Safety, Welding, Cutting & Compressed Gas Practices, Basic Spanish

**Computer Software-** Structure Studios: Vip3D Pool Studio & VizTerra, AutoCad, MS Office Suites, Corridor: Asset Maintenance & Repair Tracking Management.

#### **YEAR STARTED WITH FIRM:**

2017

## DANIEL H. CHAPMAN, JR.

### SENIOR CONSTRUCTION INSPECTOR

Mr. Chapman has over 25 years of experience in the civil engineering field as a construction inspector, pavement engineer and construction materials manager. He has worked on a variety of projects that has included, Federal Highway Administration, Federal Aviation Administration, California Department of Transportation, Various Counties, City, and Special Districts. He has extensive knowledge of the State and Federal Highway procedures including site management, pay estimates, documentation and project specifications. His past inspection and office engineering projects includes various roadways, bridges, airport runways and taxiways, asphalt and concrete pavements, asphalt overlay, review of shop drawings, and observation. His experience includes construction management, contract administration, staff augmentation, plan checking, design constructability and bid ability review.

**City of La Habra – Annual Residential Street Rehabilitation and Water Main Replacement, La Habra, CA:** Construction Inspector. Dan provided construction inspection services for the construction of pavement repairs and rehabilitation work on various streets across the City, and the repair and replacement of various water pipelines. Project Cost \$5.4M.

**Town of Apple Valley – Construction Inspection Yucca Loma Bridge, Apple Valley, CA:** Construction Inspector. Dan was responsible for periodic inspections and construction reports for asphalt, concrete and steel; coordination with materials testing and reports to the Project Manager and the Town.

**County of San Bernardino – Baseline Road at I-15 Interchange, Rancho Cucamonga, CA:** Construction Inspector/Office Engineer. Mr. Chapman set up project files, provided construction inspections and construction contract administration support, photo documentation and reports, prepared quantity sheets, updated project files, reviewed and submittals, weekly status reports, prepared monthly pay estimates, process change orders, jobsite safety reviews, coordinated for field testing, material testing, prepared project files for project closeouts and other related tasks as assigned. Project involved infrastructure improvements, curbs, gutters, sidewalks, ADA ramps, storm drain pipe, water line relocations, roadway excavation, observation of subgrade and making grade, slope paving, roadway signs, traffic stripes and markings.

**Caltrans District 5, State Route 46, Lost Hills, CA:** Quality Assurance/Inspector. This State project consisted of constructing two additional lanes to increase traffic volume. Dan coordinated inspection and testing of roadway improvements which included sub grade preparation and placement, asphalt production and placement, and storm drains. Dan prepared photo documentation, ensured adherence to Fish & Game permits, coordinated with Caltrans Resident Engineer on field and design discrepancies and made paving recommendations, prepared daily reports from inspection and testing, and reviewed monthly invoices.

**Caltrans District 6, State Route 99, Bakersfield, Chowchilla, and Madera, CA:** Quality Assurance/Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Improvement included roadway subgrade preparations, construction of asphalt and concrete pavement, concrete barriers, storm drains, water line relocations, and bridge components. Mr. Chapman prepared daily inspection and testing reports, attended pre-construction and construction meetings, and conducted cost estimating and analysis on inspection and quality control for each phase of each project.

#### EDUCATION

BA, Pacific Coast Baptist Bible College, 1995

#### REGISTRATIONS/ CERTIFICATIONS

NICET Level III (Soil, Concrete, Asphalt)

Caltrans Certifications for Soil, Concrete, and Asphalt

ACI Strength Testing Technician Lab 1& 2

**YEAR STARTED WITH FIRM:**  
2019

**Caltrans District 7, State Route 5, Sun Valley, Sylmar, Burbank, Norwalk, Santa Fe Springs, La Mirada, and Gorman, CA:** Quality Assurance/Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**Caltrans District 7, State Route 101, Camarillo, Thousand Oaks, and Ventura, CA:** Quality Assurance / Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**Caltrans District 7, State Route 118, Simi Valley and Sylmar, CA:** Quality Assurance / Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**Caltrans District 8, State Route 15 Ontario, Hesperia, and Victorville, CA:** Quality Assurance / Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**Caltrans District 8, State Route 40, Newberry Springs, CA:** Quality Assurance/Inspector. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**City of Bakersfield / TRIP – Westside Parkway Phases 2, 2B, 3 and 4, Truxtun Interchange, Bakersfield, CA:** Inspector/Office Engineer. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**County of San Diego – County Overlay Projects – Various, San Diego County, CA:** Inspector/Office Engineer. Work included ensuring contractor compliance with the contract special provisions and plans, Caltrans Structures Manual, and Caltrans Standard Plans and Specifications. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated for field and material testing; prepared project files for project closeouts; and other related tasks as assigned.

**Federal Aviation Administration – Runway and Taxiway Rehabilitation Projects for Van Nuys Airport, Long Beach Airport, Burbank Airport, and John Wayne Santa Ana Airport, CA:** Inspector/Office Engineer. The project involved full structural replacement of existing runway and taxiways at four major Southern California airports. Inspection was required for subgrade, concrete improvements for electrical cans and aprons, asphalt and concrete pavement, striping, and field and material testing. Mr. Chapman provided construction inspections and construction contract administration support; performed document control and project file updates; prepared photo documentation and inspection reports; prepared quantity sheets; reviewed submittals and weekly status reports; prepared monthly pay estimates; processed change orders; conducted jobsite safety reviews; coordinated field and material testing; prepared project files for project closeouts; and ensured contractor complied with FAA guidelines, Army Corps of Engineers requirement and all related project specifications.

## SECTION 5: AGREEMENT TO INSURANCE REQUIREMENTS

The required insurance coverage will be obtained by KOA, and we understand said coverage is a prerequisite for entering into an agreement with the City. KOA will provide insurance documents for the project per the required check list and sample contract agreement prior to contract award.





#### Corporate / Los Angeles Office

1100 Corporate Center Dr., Suite 201

Monterey Park, California 91754

P 323.260.4703

F 323.260.4705

#### West Los Angeles Office

300 Corporate Pointe, Suite 470

Culver City CA 90230

P 310.473.6508

F 323.260.4705

#### Coachella Valley

78-405 Via Caliente

La Quinta CA 92254

P 760.694.1716

F 909.890.9694

#### Inland Empire Office

3190 C Shelby Street

Ontario, California 91764

P 909.890.9693

F 909.890.9694

#### Orange County Office

2141 W. Orangewood Avenue, Suite A

Orange, California 92868

P 714.573.0317

F 714.573.9534

#### San Diego County Office

5095 Murphy Canyon Road, Suite 330

San Diego, California 92123

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Rev. 20200820

## FEE PROPOSAL

City of Orange  
Construction Management and Inspection Services for  
Lemon Street at Palm Avenue Traffic Signal Installation  
(SP-4133) RFP 20-21.09

PROJECT SP-4133 (45 calendar days)		Project Manager \$150	Construction Manager \$150.00	Construction Inspector \$130	TOTAL COST
<b>1. PRE-CONSTRUCTION CM</b>					
	1.0 Preconstruction services	4	12	4	\$2,920.00
	<b>Subtotal</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>\$2,920.00</b>
		<b>\$600.00</b>	<b>\$1,800.00</b>	<b>\$520.00</b>	<b>\$2,920.00</b>
<b>2. CONSTRUCTION PHASE CM</b>					
	2.0 Construction Phase Services	4	70	140	\$29,300.00
	<b>Subtotal</b>	<b>4</b>	<b>70</b>	<b>140</b>	<b>\$29,300.00</b>
		<b>\$600.00</b>	<b>\$10,500.00</b>	<b>\$18,200.00</b>	<b>\$29,300.00</b>
<b>3. POST-CONSTRUCTION CM</b>					
	3.0 Post Construction Documentation and Reporting	4	12	8	\$3,440.00
	<b>Subtotal</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>\$3,440.00</b>
		<b>\$600.00</b>	<b>\$1,800.00</b>	<b>\$1,040.00</b>	<b>\$3,440.00</b>
	1) Reports, Printing				\$0.00
	2) Mileage				\$0.00
	THIS PHASE TOTAL HOURS	<b>12</b>	<b>94</b>	<b>152</b>	
	THIS PHASE TOTAL COST	<b>\$1,800.00</b>	<b>\$14,100.00</b>	<b>\$19,760.00</b>	<b>\$35,660.00</b>

### ASSUMPTIONS:

45 Calendar days = 7 weeks = 35 working days @ 4 hours regular time for inspection and 2 hours for CM on average  
No material testing services included



**REQUEST FOR PROPOSAL  
for  
CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES  
for  
LEMON STREET AT PALM AVENUE  
TRAFFIC SIGNAL INSTALLATION (SP-4133)**



**RFP 20-21.09**

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# **REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION**

The City of Orange, Public Works Department – Traffic Division (the City) requests a proposal from qualified contractors to provide construction management and inspection services for the Lemon Street at Palm Avenue Traffic Signal Installation (SP-4133). The engineering and construction of the project is locally funded.

## **PROPOSAL SUBMITTAL**

Contractor's proposal and a separate fee proposal must be submitted by **2:00 pm, August 20, 2020** by email in the following format:

- Proposals shall be submitted by email to Gabrielle Hayes at [ghayes@cityoforange.org](mailto:ghayes@cityoforange.org).
- The RFP No. shall be: 20-21.09. Project Name/Title shall be: RFP 20-21.09 SP-4133 CM-Inspection Lemon-Palm TS.
- There shall be two separate attachments to your email, in PDF format only:
  - Attachment 1 labelled **RFP 20-21.09 CM-Insp\_LemonPalmTS - Your Company Name – Attachment 1.pdf**: consisting of all pages of the proposal, except the Cost Proposal.
  - Attachment 2 labelled **RFP 20-21.09 CM-Insp\_LemonPalmTS – 2020 - Your Company Name – Attachment 2.pdf**: consisting of the Cost Proposal, only.

### **Tentative Schedule of Events:**

August 6, 2020.....Public Works issues Request for Proposal  
August 13, 2020.....Deadline for submitting questions  
August 20, 2020.....Proposal due by 2:00 pm  
August 27, 2020.....City Staff selection of contractor  
September 8, 2020 .....Award Contract

## **PROJECT BACKGROUND**

The success of Chapman University has contributed to increased intersection activity at the N Lemon Street at W Palm Avenue intersection, especially during peak periods. In fact, the combined volume of vehicle and pedestrian traffic has risen to a level that warrants the installation of a new traffic signal. The proposed traffic signal is expected to reduce the potential for vehicle-pedestrian conflicts while better organizing the intersection for its various users. The project will include new traffic signal poles, controller and cabinet, video detection, safety lighting, Americans with Disabilities Act of 1990 (ADA) compliant curb ramps, enhanced traffic signs, pavement markings, spandrel construction and pavement repair. Due to the project's location in Old Towne Orange, the improvements will comply with the Old Towne Historic District design standards.

Engineering design has been completed and the project has been advertised for bid. Construction activities are scheduled to begin in October 2020, with completion of the project anticipated before February 2021. The construction contract is a 45 calendar day contract, starting from the Notice to Proceed. This project is locally

funded and shall adhere to the City of Orange's practices and requirements for construction management activities, project document control and close-out.

Generally, but not limited to, inspection services requirements are as follows:

- Traffic signal inspection
- Street improvement construction inspection

## **THE CONTRACTOR'S PROPOSAL**

In order to maintain uniformity of the proposals, the contractor shall discuss and organize topics outlined in the following order:

- Cover Letter
  - Background and understanding of the Scope of Services
  - Work Plan
  - Project organization and staffing
  - Agreement to insurance requirements
- 1) The main proposal discussing the topics above shall contain no more than ten (10) pages on 8½"x11" sheets, hardbound cover, GBC bound. Text font size shall be no smaller than 10 points. Supplementary sheets including resumes may be inserted at the end of the proposal.
  - 2) Cover Letter must be signed by the individual authorized to bind the contractor and must stipulate that the proposal is valid for 90 days. The letter should also indicate the address and telephone number of the contractor's office located nearest to Orange, California, and the office from which the project will be managed.
  - 3) In the background and understanding of the Scope of Services, briefly describe your understanding of the City's proposed scope of work and the objectives to be accomplished for this project/service. It should explain understanding of the project and its complexity and provide potential solutions to identified issues and constraints.
  - 4) The Work Plan should describe the proposed approach and plan for completing the services described in the Scope of Services. Discuss how you will manage resources, including a description of the role(s) of any subcontractors if applicable, and how their work will be supervised. Identify methods that will be used to ensure quality, budget and schedule control.
  - 5) The Project Organization and Staffing should briefly describe the project team members to be utilized on this project. Identify the Project Manager, the key person responsible for the quality and the person who will be the principal contact with the City. Briefly describe the responsibilities of each person on the project team, including qualifications and experiences. Indicate the availability of the project team members for the duration of the project. Any change in the assigned personnel shall require the approval of the City. List the portion of work that will be subcontracted, if applicable. Include a list of subcontractors expected to be engaged in the work and their relevant qualifications and experiences. City reserves the right to approve final selection of all subcontractors.
  - 6) Provide a statement that the required insurance coverage will be obtained by the contractor, and that the contractor understands said coverage is a prerequisite for entering into an agreement with the City. Selected

contractor shall provide insurance documents for project per the attached check list and sample contract agreement prior to contract award.

## **THE COST PROPOSAL**

- 1) A Cost Proposal shall be prepared for project. The cost proposal for project shall contain no more than two (2) pages on 8 1/2"x11" sheets. Submit in a separate sealed envelope.
- 2) The Cost Proposal shall itemize man-hours, hourly rates, and any other costs for the tasks shown in the Scope of Services below.
- 3) It is anticipated that the contract resulting from this solicitation, if awarded, will be on a not-to-exceed price contract. Contractor shall submit a not-to-exceed fee that shall include all expenses; there shall be no line items for reimbursables.

## **PROPOSAL PREPARATION EXPENSES**

This Request for Proposal does not commit the City to pay any costs incurred in the preparation of a response. The City reserves the right to reject any or all submitted proposals.

## **CITY'S RESERVATIONS OF RIGHTS**

The City reserves the right to withdraw this Request for Proposal at any time for any reason. All firms submitting a proposal will be duly notified of any change in the status of this Request for Proposal.

This Request for Proposal and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal; or
- Constitute an agreement by the City that it will actually enter into a contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals is received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Revise, change, or amend the RFP's evaluation or selection criteria before the Proposal Deadline.
- Cancel, withdraw, revise, change, amend, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's business or facilities.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award a contract to one or more Proposers.
- Require a best and final offer from one or more Proposers.

## **SCOPE OF SERVICES**

Contractor shall provide professional construction management services, including inspection, quality control, CPM schedule management, utility coordination, and administration services during construction. Work shall be performed in accordance with City of Orange standards of practice. Construction management and inspection services may include, but are not limited to, the following tasks:

### **A. Construction Management Services:**

#### **Construction Phase**

- 1) Arrange and conduct Pre-Construction meeting, inviting the City's Project Manager, Inspector Contractor, public utilities, private entities, general contractor and other project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
- 2) Provide and maintain sufficient field personnel to administer and manage construction contract.
- 3) Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
- 4) Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
- 5) Under administrative direction, provide technical and administrative work in the office and field in the contract administration of the project to ensure compliance with City standard specifications, codes and all applicable legislation.
- 6) Investigate field problems affecting property owners and contractors.
- 7) Process and approve contractor's submittals for City staff and process project design consultant's review and approval.
- 8) Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
- 9) Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Conduct negotiations with contractors and resolve problems.
- 10) Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
- 11) Review contractor submittals for extra or unforeseen work. Review potential Construction Change Orders (CCO) for accuracy and provide recommendation(s) to City staff for proper course of action and processing of CCO's.
- 12) Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.
- 13) Assist City in coordinating services of other consultants that may be hired or selected for the project.
- 14) Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
- 15) Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
- 16) Track quantities of work completed for progress payments. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
- 17) Establish procedures and monitor contractor compliance with state prevailing wage regulations and requirements.
- 18) Assist City in preparing and processing reimbursements.
- 19) Maintain a complete project filing system, including records of all changes and field notes. Filing system shall be in accordance with City procedures.



### Post-Construction Phase

- 1) Evaluate completion of work and recommend to City when work is ready for final inspection.
- 2) Conduct final inspection/walk through with City staff.
- 3) Coordinate with Inspector final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
- 4) Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
- 5) Secure and provide accurate and detailed “As-Built” drawings for the project, AutoCAD format preferred.
- 6) Secure and provide neat and orderly material sheets, inspection reports,
- 7) Review and process contractor’s request for final payment and release of retention.
- 8) Deliver project files to City.

### **B. Construction Inspection Services:**

- 1) Conduct all inspections in a courteous and professional manner.
- 2) Provide community sensitive inspection services on a daily basis.
- 3) Communicate effectively with Public Works staff to assure that City priorities are met.
- 4) Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
- 5) Photograph, log and pre-work video prior, during, and after construction.
- 6) Attend pre-construction meetings and present special concerns, if any.
- 7) Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide field inspections to ensure projects are constructed according to project plans, specifications and applicable standards. The inspector shall have a complete set of construction plans, specifications, Standard Specifications for Public Works Construction and APWA Standard Plans.
- 8) Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
- 9) Maintain Daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; description of inspections; personnel on site; labor, equipment and materials used; quantity of work performed; photos; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.
- 10) Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
- 11) Provide accurate measurements of work completed by contractors in accordance with contract documents.
- 12) Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
- 13) Monitor contractors’ utility coordination to minimize utility conflict delays and potential need for utility relocations.
- 14) Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site.
- 15) Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
- 16) Provide inspection of traffic control, channelization, and all other traffic- related work. Oversee implementation of approved traffic control plans.
- 17) Ensure conformance with plans, specifications, department regulations, applicable laws and codes.
- 18) Observe construction safety, public safety and convenience, and report discovered problems to City.

- 19) Monitor and ensure compliance in the field with approved Storm Water Pollution Prevention Plan and City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
- 20) Create and maintain inspection reports and other construction related records.
- 21) Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
- 22) Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
- 23) Prepare and transmit to contractors, correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
- 24) Coordinate preparation and submittal of as-built plans to City upon project completion.
- 25) Prepare preliminary and final punch list and follow through with contractor until completion. Administer final inspection and ensure all correction items are completed.
- 26) Review and make recommendations as to the adequacy of as-built plans.
- 27) Perform any necessary duties related to the construction inspection as assigned by the City's Project Manager or their designee.

## **SELECTION CRITERIA**

Submittals will be evaluated on the basis of their response to the provisions of this Request for Proposal (RFP). Award of this contract, if made, will be on the basis of the contractor's qualifications/experience, quality of submittal, understanding of the scope/methodology and the fee proposal. In addition to the written proposal, the City may choose to conduct oral interviews. The City will establish a specific date to conduct interviews and no other dates will be provided.