

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: AWARD OF A CONTRACT TO KOA CORPORATION, INC. TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING STAFF SERVICES

From: William E. Murray
Dept: Public Works
Date: February 25, 2014

OBJECTIVE

To request that the City Council award a contract to KOA Corporation for on-call professional engineering staff services.

BACKGROUND

Engineering Services-Capital Projects has a position that is temporarily vacated due to the recent shift of a staff engineer to a different Public Works section. The Capital Projects Section is also responsible for a \$10-million Capital Improvement Program for Fiscal Year 2013-14. Engineering staff performs many duties that are not common to their peers at other cities. In addition to engineering design typically performed in other cities' engineering divisions, Garden Grove Capital Projects staff also applies for and administers grants coming from the Orange County Transportation Authority (OCTA), Caltrans, and an assortment of federal government agencies. Additionally, staff also manages and administers construction contracts where most agencies have a separate Construction Administration Division.

OCTA's Measure M2 (M2), the main revenue source for capital projects, has a three-year expenditure deadline. Projects need to be completed in an expeditious manner; otherwise, M2 revenues risk being reverted back to OCTA. Federal and state grants have also strict timelines. Lack of compliance with any deadline jeopardizes the grant award and future funding eligibility for the City. Given the challenges of performing all these tasks within strict timelines and the loss of a staff engineer, staff is currently unable to keep up with the aggressive schedule. The temporary addition of a consultant engineer will provide the necessary staffing level to support the increased workload demand.

DISCUSSION

Staff solicited requests for proposals from four consultant engineering firms for on-call professional engineering staff services and received proposals from three firms. Of these three firms, each submitted two candidates for review. Staff evaluated each of the proposals and determined that KOA Corporation is best suited and able to provide on-call professional engineering staff services. The following is a summary of the ratings:

AWARD OF A CONTRACT TO KOA CORPORATION, INC. TO PROVIDE ON-CALL
PROFESSIONAL ENGINEERING STAFF SERVICES

February 25, 2014

Page 2 of 2

Company	Rater A	Rater B	Rater C	Total
Project Partners	104	103	81	288
Infrastructure Engineering	102	98	85	285
KOA Corporation	106.5	106	104	316.5

FINANCIAL IMPACT

There is no impact to the General Fund. Measure M2, Gas Tax and other state and federal grant sources, in an amount not to exceed \$400,000 for three years, will be used to finance these services.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to KOA Corporation to provide on-call professional engineering staff services, in the amount not to exceed \$400,000 annually for three years, with the option for two (2) additional two (2) year extensions;
- Authorize the City Manager to execute the professional services agreement on behalf of the City and to make minor modifications as appropriate;
- Authorize the City Manager to enter into the extensions for two (2) additional two (2) year terms provided sufficient funds are available in the Public Works Department's budget for each extension.


WILLIAM E. MURRAY, P.E.
Public Works Director

By: 
Ana Neal
Sr. Administrative Analyst

Attachment: Consultant Agreement

Recommended for Approval


Matthew Ferial
City Manager

CONSULTANT AGREEMENT

KOA Corporation

THIS AGREEMENT is made this _____, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and KOA Corporation, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____
2. CITY desires to utilize the services of CONSULTANT to provide On-Call Professional Engineer Staff Services.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** The term of this Agreement shall be for a period of three (3) years commencing upon the date of full execution of the Agreement.
 - a. Following expiration of the original term as described above, there will be an option to extend said Agreement for two (2) additional two (2) year terms, (from the date of execution), Option years shall be the sole option of the CITY. This Agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with proposal, which is attached as Exhibit A and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT agrees that its provision of Services under this Agreement shall be within accepted standards within CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "B".

- 3.2 Not to Exceed. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed \$400,000. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "B".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the project is terminated by CITY, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Insurance Requirements

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are

not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

- (b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Chuck Stephan, P.E.
Vice President
KOA Corporation
1411 W. 190th St., Suite 525
Gardena, CA 90248

(b) Address of CITY is as follows (with a copy to):

Engineering:
Mark Uphus, P.E.
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney:
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by

CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.

21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the dates set forth below.

"CITY"

CITY OF GARDEN GROVE, a municipal corporation

Dated: _____, 2014

By: _____
Matthew J. Fertal,
City Manager

ATTEST

"CONSULTANT"

KOA Corporation, a California Corporation

City Clerk

By: Joel Falter

Name: Joel Falter

Title: Secretary

Dated: _____, 2014

Dated: February 13, 2014

APPROVED AS TO FORM:

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

[Signature]
Garden Grove City Attorney

Dated: 2/10, 2014

January 30, 2014

City of Garden Grove
Attention: Ana Neal
Senior Administrative Analyst
11222 Acacia Parkway
Garden Grove, CA 92842

RE: Proposal for Engineering Staff Services

Dear City of Garden Grove Selection Committee:

KOA Corporation ("KOA") appreciates the opportunity to submit qualifications to the City of Garden Grove for Engineering Staff services. KOA has the expertise and resources required to assist the City of Garden Grove a timely and efficient manner. We are committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. Descriptions of similar projects and respective references for these projects are included in our proposal. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of Garden Grove. Every member of our proposed team is available to be committed to the projects assigned to us beginning immediately.

Chuck Stephan, P.E., LEED AP will be the Management Contact and Project Manager for this contract. The contract would be managed though the South Bay office at 1411 W. 190th Street, Suite 525, Gardena, CA, 90248; Phone: 310.329.0102; Fax: 310.329.1021; Email: cstephan@koacorp.com. Thank you for this opportunity to offer our services to the City of Garden Grove. Should you have questions during the selection process, please contact me at 310.329.0102.

This proposal is valid for a ninety (90) day period.

Sincerely,
KOA Corporation



Chuck Stephan, P.E. (CA RCE C50481)
Vice President



Proposal for

Engineering Staff Assistance

CITY OF GARDENA GROVE
DEPARTMENT OF PUBLIC WORKS

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I. Understanding and Approach

The City of Garden Grove is soliciting proposals from qualified firms to provide temporary engineering personnel on an as-needed basis. The Engineering Services Division of the City's Public Works Department currently needs an engineer for civil engineering design and construction administration of public improvement projects. The selected consultant candidate will be expected to serve at City Hall during regular work hours.

On an as-needed basis, the successful Consultant will provide the City with an engineer qualified to perform various engineering, technical and administrative duties in support of general **engineering/architectural/landscaping** projects. The prospective projects may include street rehabilitation and widening, storm drain improvements; sewer improvements, waterline improvements, signing, striping, and signal modifications; landscaping and irrigation systems; architectural improvements and other related projects as required. In particular, skills and experience in hydrology, hydraulics and storm drain design are desirable.

The City shall provide the following:

- Office space in City Hall
- Land-line telephone
- Computer with AutoCAD, Microsoft Office suite and email capability
- Orientation
- Sample documents and work products
- Supervision

This proposal is valid for a minimum of ninety (90) days.

KOA has reviewed and acknowledges the City's standard consultant agreement and insurance requirements.

APPROACH

KOA regularly provides cities and agencies with technical personnel who act as an extension of staff. Typically our duties will focus on implementation of capital projects, and may include program/project management, grant/federal aid/Caltrans assistance, design, inspection, or construction management. The work effort is intended to include the necessary duties to take a project or projects from concept stage through to completion. The individual will be responsible to administer the project utilizing the City's systems.

The major intent of this scope of work is to deliver the peace of mind that the assigned project or projects are being delivered and managed according to the City's wishes without imposing undue time or effort on behalf of any City staff. The sense of order established by this scope of work will free staff up to attend to their day to day duties while reducing the back log of project related work. When the



project related work and back log are reduced to a level that staff can manage, the staff assistance services are no longer needed and may be terminated.

We ensure to provide an individual who will act as an extension of staff to conduct duties specifically focused on implementation of capital projects as designated by the City. The work effort is intended to include the necessary duties to take a project or projects from the concept stage to completion. The individual will be responsible to administer the project utilizing the City's systems. If a City system does not exist, a KOA system will be modified to fit the City's way of doing business and implemented as a City system.

SCOPE OF WORK

Typical duties and/or tasks performed under the scope of services for Staff assistance and project management **may include, but not limited to**, the following:

- Develop the overall budget for the project.
- Refine the conceptual scope of the project.
- Refine the budget as necessary with each refinement of the scope of the project.
- Coordinate with other City departments as necessary.
- Coordinate with outside agencies as necessary.
- Develop the overall project schedule.
- Develop a list of stake holders for the project.
- Set up the files and project manual.
- Coordinate the kick-off meeting to review the scope of the project with the stake holders.
- Develop the scope of work for the design effort.
- Develop the task list and schedule for any outside funding.
- Set up initial utility coordination and data gathering.
- Prepare and deliver the RFP for design services or initial studies.
- Administer the consultant selection process.
- Draft staff reports and administer the contract award for design services.
- Administer the project kick-off with the design consultant.
- Administer regular coordination meetings (usually monthly) with the design team and other City representatives.
- Set up funding coordination, as required.
- Set up and initiate or follow-up with outside funding such as Caltrans and MTA or other grant funding.
- Prepare and administer all funding paper work such as Local Programs requirements by Caltrans and quarterly reports for the MTA.
- Coordinate design approvals with the various City departments and divisions.
- Coordinate public information meetings and notifications.
- Review and recommend payment for consultant invoices and progress payments ensuring that payment represents reasonable fees for work already completed and delivered.
- Coordinate, as necessary, with the Finance department to ensure timely payment of consultants and other vendors related to the project.



- Ensure that the design intent and budget are being met.
- Periodically review schedule and budget and provide regular reporting on the status of same.
- Coordinate the development of the specifications with the design team, stakeholders, Engineering, the City Clerk and the City Attorney's office.
- Upon approval of the plans and specifications, coordinate the public bid process.
- Draft staff reports for construction bid advertisement and for award of the contract to the successful bidder.
- Administer the bid process, bidder's questions, addenda, reproduction, etc.
- Administer the award process of the construction contract.
- Develop the scope of work for Construction Management (CM), if needed.
- Administer the award for CM services as needed.
- Coordinate and conduct the pre construction conference and issuance of the notice to proceed.
- Administer the construction process through issuance of the notice of completion and project closeout.
- Track all expenditures for each and every function and vendor and contractor and maintain an up to date budget of the project.
- Maintain an up to date schedule for the project.
- Administer funding requirements throughout the construction process.
- Coordinate with utilities throughout the design and construction process.
- Provide any closeout activities to ensure that the files for the project are in auditable condition.
- From time to time, provide other management duties as assigned by the City.



2. Company Description



CORPORATE OFFICE

KOA Corporation
1100 Corporate Center Drive
Suite 201
Monterey Park, CA 91754

Tel: (323) 260-4703

26 Years in Business

A California Corporation since 1995

Six Offices in California:

Monterey Park
Gardena
Orange
Ontario
San Diego
Culver City

Key Individual:

Chuck Stephan, PE LEED AP
Vice President/ Engineer
(310) 525-0678
cstephan@koacorp.com

KOA Corporation is one of the leading construction management, engineering design and transportation planning and design firms in California. KOA provides consulting services to both public and private sectors, and has six offices to serve our California clients. Our staff includes skilled construction and project managers, registered civil and traffic engineers and certified transportation planners. KOA has provided engineering services for many of the largest public works and transportation planning projects in California.

The firm specializes in all aspects of construction and project management and transportation engineering including, buildings, parks, pipelines, roadways, highways, interchanges, corridor planning, street drainage, hydrology, traffic studies and 3-D modeling. KOA is committed to work with agencies and communities to enhance the quality of Southern California living. KOA is a California Corporation, a regional firm, based in and working primarily in California.

KOA is an owner-operated California Corporation with 14 principal shareholders.

OWNERSHIP

Jimmy Lin, P.E., President & CEO
Joel Falter, Chief Operating Officer
Juan Gutierrez, Chief Financial Officer
Eugene Kao, P.E., Vice President
Doug Yeh, P.E., Senior Engineer
Kevin Klaus, P.E., LEED AP, Senior Engineer
Min Zhou, P.E., Vice President

Mujib Ahmed, P.E., Vice President
Arnold Torma, P.E., Vice President
Walter Okitsu, P.E., Senior Engineer
Chuck Stephan, P.E., LEED AP, Vice President
Derry MacMahon, LEED AP, Vice President
Alan Braatvedt, Vice President
Frank Benavidez, P.E., Vice President

KOA Corporation is a State of California Corporation.

No sub-consultants are deemed necessary to provide the requested services under this RFP.



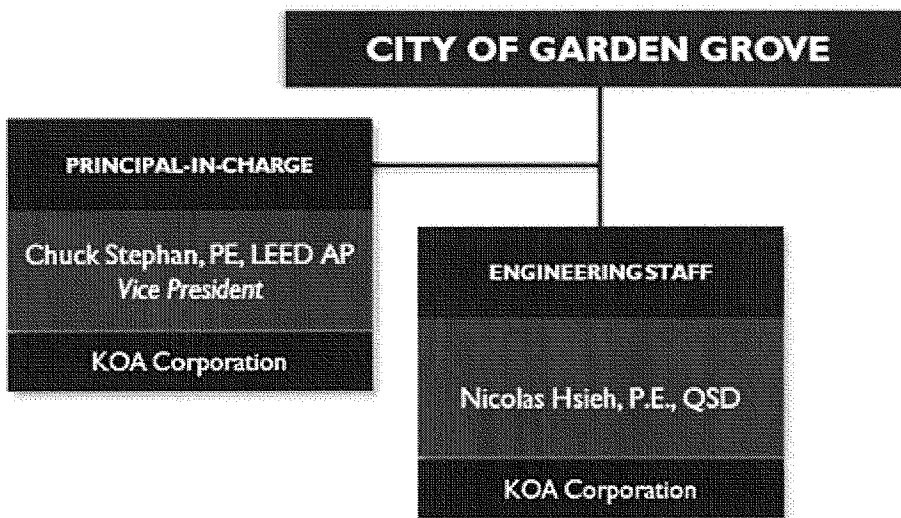
3. Proposed Candidates

WORK PLAN

Our assigned personnel are committed to assisting the City of Garden Grove. No substitution will occur without approval from the City. KOA will **inclusively** provide all services, unless otherwise requested. No on-going projects will come into conflict. Unless the City of Garden Grove is internally looking for work which overlaps to be completed, then our assigned staff will be supported by our project engineers provided herein.

Our personnel each possess unique experience to assist the City of Garden Grove. For this project, we propose **Nicolas Hsieh, P.E., QSD** who is experienced in civil design, project management, observation, and City engineering staff assistance. His resume and personal references are provided herein. *Additional experience and related references can be found in our Firm Experience section, relative to our proposed candidates.*

ORGANIZATION CHART



PROJECT MANAGER

Chuck Stephan, P.E., LEED AP Civil Engineer (50481), Firm Principal, will provide **QA/QC Management** and coordination between the City of Garden Grove and KOA. Mr. Stephan currently provides Engineering Staff services to the City of La Habra, annually since 2005. Chuck Stephan has over thirty years of extensive experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and construction management disciplines.



NICOLAS HSIEH, P.E., QSD
Associate Engineer

PROFESSIONAL EXPERIENCE

Mr. Hsieh's responsibilities and expertise include the preparation of plans, specifications, and estimates (PS&E), construction management, construction observation, grant applications, and consultant management for public works projects. His experience encompasses site plans, street design, storm drain design, base maps and construction inspection. Mr. Hsieh received his PE in 2010; QSD certified in 2011; and completed a Pavement Preservation Treatment Construction training program from Caltrans National Highway Institute. He is familiar with agency guidelines for Caltrans, APWA, and the Los Angeles County Department of Public Works (LACDPW).

PROJECT EXPERIENCE

Municipal Engineering Staff Assistance

City of Garden Grove: Nicolas has provided engineering staff assistance to the City of Garden Grove for the past year. His tasks have included project management, design, construction management and inspection tasks as directed by the City.

Streets

Residential & Arterial Overlay 2011 Design, Thousand Oaks, CA: Design Engineer. Prepared Plans, Specifications and Estimate for the City's 3 year Pavement Rehabilitation Project. Work included field review, documentation, and photographing of all street sections and repair locations; determination of rehabilitation strategies; preparation of plans, specifications, and estimate for bid; and bid support. The project included 50,000 tons of asphalt pavement reconstruction and Asphalt Rubber Hot Mix overlay on 30 miles of local, collector, and arterial streets. All work was completed in a compressed time schedule of 4 weeks. Construction Cost \$7,000,000.

Sun Valley EDA Public Improvement Project, Los Angeles, CA: Design Engineer. Engineering design services to develop Plans, Specifications, and Estimate (PS&E) for the repair and rehabilitation of 2 major arterial highways and 5 major intersections in the City of Los Angeles. Work included removal and replacement of failed AC and PCC pavement sections; reconstruction of driveways and curb access ramps to meet ADA requirements; milling and overlay of PCC and AC pavement; and complete reconstruction of intersections with cross gutters, grading, and paving. Construction Cost \$3,000,000.

Education

B.S. Loyola Marymount University,
Electrical Engineering (2006)

Year Entered Profession

2006

Year Started with Firm

2006

Registrations

P.E. CA #76809 (2010)

Certifications

Qualified SWPPP Developer (QSD) /
Qualified SWPPP Practitioner (QSP)
#01323

24 hour SWPPP Training

AutoCAD 2007, Westech College

Pavement Preservation Treatment

Construction, Caltrans National
Highway Institute.

Caltrans Local Assistance Resident
Engineers Academy (2009)

National Association of Sewer Service
Companies (NASSCO) Inspector
Training and Certification Program for
the Inspection of Cured-In-Place-Pipe
(CIPP) Installation

Professional Affiliations

American Public Works Association



Arterial Roads Rehabilitation Project Fiscal Year 2010-2011, Rancho Palos Verdes, CA: Design Engineer. Prepared Plans, Specifications and Estimate for the rehabilitation of Palos Verdes (PV) Drive South in the City of Rancho Palos Verdes. PV Drive South is a challenging arterial highway winding along the bluffs of the Palos Verdes peninsula overlooking the Pacific Ocean. The street varies from a fully developed 4 lane divided highway with bicycle path, to a 2 lane highway over unstable creeping subgrade soils. Rehabilitation strategies included selective removal and replacement (R&R) areas, asphalt rubber hot mix (ARHM) and conventional asphalt overlays, and microsurface application. Work included the relocation and improvement of bus pads and shelters, retaining walls, PCC repairs, striping and markings. A comprehensive traffic sign field review and replacement plan was prepared to bring all traffic signs into uniformity and conformance with MUTCD requirements. Construction Cost \$2,000,000.

Sepulveda Boulevard Pedestrian Improvements, Culver City, CA: Design Engineer. Prepared the Plans, Specifications, and Estimate (PS&E) for the enhancement of a 1/2 mile section of Sepulveda Blvd in a busy commercial area of Culver City. The project included the challenging installation of landscaped areas with trees, plants, benches, curb access ramps, and driveway and sidewalk replacements in a fully developed area with outdoor dining and retail shops. Construction Cost \$350,000.

Pavement Rehabilitation Projects, Hermosa Beach, CA: Construction Observer. Observed and assisted the City of Hermosa Beach in field inspection during pavement rehabilitation construction. Project included sidewalk repairs, ADA curb access ramps, storm drain repairs, curb & gutter replacement, grinding, asphalt pavement, and striping. This was a federal-aid project, including employee interviews and prevailing wage rate reviews.

Residential Overlay & Slurry Seal 2007, Rancho Palos Verdes, CA: Assistant Construction Manager / Construction Observer. Responsible for contractor coordination, documentation, photography and controls including preliminary notices, invoicing, submittals, certified payrolls, releases, etc. Also conducted and documented regular meetings and dealt with the numerous public relations issues. Supervised traffic control. Closed out the project and filed the Notice of Completion.

Street Rehabilitation 07/08, La Habra, CA: Assistant Design Engineer / Construction Observer. Measurements, plan view design on CAD, quantities, cross sections. KOA provided project management, design engineering, and construction management services to complete the annual street rehabilitation project.

2007 ADA Curb Access Ramp Improvements, Torrance, CA: Assistant Design Engineer / Construction Observer. KOA provided field inspection, measurements, photographs, and engineering to document and design ADA curb access ramp improvements at approximately 500 locations throughout the City. KOA provided bid ready plans, specifications, and estimate for the project. KOA also provided construction observation services upon commencement of construction.

Washington Boulevard Realignment, Rush Pacifica, Inc., Culver City, CA: Assistant Construction Manager. CAD – notes, cross sections, profile (existing and new), new elevation points, quantities, plan view design, printed out plan sheets, Worked on specs. Coordinate utility meetings.



Eastside Industrial Project, CRA/LA, CA: Assistant Design Engineer. This project provided plans, specifications, and estimate to construct sidewalk repairs, ADA improvements, drainage improvements, and pavement rehabilitation on 6 streets in an industrial area of Los Angeles. KOA coordinated work with City departments and agencies including LADOT, B Permits, CRALA, Engineering, and Construction.

Pacoima/Panorama Street Improvements at Various Locations, Los Angeles, CA: Assistant Design Engineer. Design, Construction Management and Observation services for the City's Annual Street Improvement Project included sidewalk improvements at various locations, street reconstruction and construction of gutters, curb, cross gutters and storm drains throughout the city.

Patterson & 27th Street Improvement, Signal Hill, CA; Assistant Project Manager. Provided CAD – profile, plan view design services. The project included the construction of a new AC paved street along Patterson St., between California Ave. and Olive St., including new curb & gutter, ADA ramps, driveways, asphalt curb, removal of redundant oil lines and coordination with local utility companies

Lambert Road Rehab Phase 2, La Habra, CA: Assistant Design Engineer. Provided design for the Lambert Rd Rehabilitation project, overall project management, construction management, and inspection services. Project included federal-aid STPL, and Safe Routes to School funding. Because Beach Blvd is a State highway, significant Caltrans coordination and inspection was involved.

Cypress Street Sidewalk Improvements, La Habra, CA: Assistant Design Engineer. Provided Design Services on this project which constructed sidewalk infill and curb access ramps on Cypress Street from Whittier Blvd to La Habra Blvd as part of a Safe Routes to School funded project. The project provided full ADA-compliant sidewalk improvements along Cypress Street, and removed impeding walls, fences, and landscaping, allowing children to walk to school off of the street.

Walnut Street Sidewalk Improvements, La Habra, CA: Assistant Design Engineer. Provided Design Services. KOA assisted the City in completing SR2S funding applications for sidewalk and ADA curb access ramp improvements on Walnut Street north of Whittier Blvd. Applications are pending.

Parks

Portola Park Baseball Field Topo and Grade Staking, La Habra, CA: Assistant Project Engineer / Construction Observer. Performed topographic survey of existing grades at Portola Park baseball field. The existing field surface was irregular, ponded water, and did not drain properly. KOA calculated new grades to fit existing conditions and provide for drainage. Set stakes in the field for the City's crews to perform grading work.

Sewer & Storm Drains

Sewer and Storm Drain Cleaning & Video Inspection, Torrance, CA: Construction Observer. KOA provided field observation of over 80 miles of various storm drains and sewer pipelines. The project included cleaning and daily recording of site activities.



Storm Drain Rehabilitation 2007, Rancho Palos Verdes, CA: Assistant Design Engineer. Surveyed site, prepared plans, took measurements.

Sewer Improvements Citywide, Hermosa Beach, CA: Construction Observer. KOA provided construction observation for the City's sanitary sewer improvement project. Included sewer rehabilitation, lining, replacement, and new construction in various locations throughout the City.

Carson Street Sewer Replacement and Street Rehabilitation Project, Culver City, CA; Assistant Design Engineer. Completed as part of KOA's on call Design Engineering contract with Culver City. The design included the replacement of a deteriorated VCP sewer line with a new PVC sewer line. It also included street rehabilitation plans as a separate plan set. The street rehabilitation included new curb, gutter, and sidewalk, as well as replacement and reprofiling of the asphalt in the road. The street is lined with mature ficus trees that have destroyed the majority of the existing concrete improvements and caused major challenges in the new grading plan.

Parking

Auto Center Sign, Buena Park, CA: Design Engineer. Prepared Plans, Specifications and Estimate (PS&E) for the installation of a new LED advertisement sign at the Auto Center in the City of Buena Park along the I-5 freeway. The sign was installed in an existing parking lot at the Nissan auto dealer location. Work included numerous conceptual layouts and coordination between the City and property owner. The final design included the removal of existing landscaping and irrigation, relocation of lights and trees, and construction of curb, gutter, pavement, landscaping, irrigation, and electrical and telecommunications services to the new sign. Construction Cost \$250,000.

A Frame Parking Lot, Culver City, CA: Construction Manager. Work required the existing surface improvements on both lots to be demolished and removed before grading can take place. Elements included the installation of drainage improvements; curb and gutters; AC paving; striping and signage; area lighting; landscaping; construction of a trash enclosure; and installation of a pay-station. With many stakeholders in the immediate area, public relations were an important component of managing the project.

Various Parking Lot Rehabilitation Projects, Buena Park, CA: Assistant Design Engineer. Prepare plans, specifications, and estimate for construction of parking lots throughout Buena Park, including permeable asphalt pavement, landscaping, sound walls, gated entrance, and striping.

- Buena Park SCE ROW Parking Lot
- Buena Park Welcome Center PS&E

Hermosa Beach CIP RFP Preparation, Hermosa Beach, CA: Assistant Project Manager. Prepared Request for Proposals for the City of Hermosa Beach Capital Improvement Projects involving SR2S, street & pedestrian, and trash enclosure improvements.



CANDIDATE REFERENCES

Nicolas Hsieh

Sam Makar, *Senior Civil Engineer,*
Elizabeth Overstreet, *Engineering Manager,*
Andy Winje, *City Engineer,*

City of La Habra, 562.905.9720

City of Torrance, 310.618.3074

City of Rancho Palos Verdes, 310.544.5249



4. Relevant Firm Experience

KOA Corporation's Staff Assistance Experience

City of La Habra Staff Assistance

KOA currently serves as an extension of engineering staff for the Public Works Departments of the City of La Habra. Manage the design, bid, and construction of various CIP projects, including street, water, storm drain, and sewer projects with local, state, and federal funding.

Owner: City of La Habra

Contact: Sam Makar, Senior Civil Engineer, (562) 905-9720

Duration: 2003 - Present

City of Garden Grove Staff Assistance

KOA serves as an extension of engineering staff for the Public Works Departments of the City of Garden Grove. Manage the design, bid, and construction of various CIP projects, including street, water, storm drain, and sewer projects with local, state, and federal funding.

Owner: City of Garden Grove

Contact: Mark Uphus, Senior Civil Engineer, (714) 741-5191

Duration: 2012 - Present

City of Malibu Staff Assistance

KOA provided staff assistance for various programs and projects including Capital Improvement Program (CIP), floodplain management, NPDES, Big Rock Storm Drain, and funding programs. Duties included project management, construction contract administration, funding programs administration, and public works inspection staff supervision. Developed requests for proposals, residential development plan checks for public works issues, issued encroachment and construction permits and interfaced with the public on public works issues.

Owner: City of Malibu

Contact: Claudio Sanchez, Acting City Engineer, (310) 456-2489

Duration: 2005

City of Torrance Staff Assistance

KOA provided staff assistance to the City of Torrance for their Design and Capital Projects Division. General duties included oversight of design division, management of all capital projects including street, sewer, drainage, and traffic projects. Responsibilities included the day to day management of the division, extensive plan checking, preparation of City Council agenda items for all projects, preparation of final recommendations for contract awards, change orders, notices to proceed, etc.

Owner: City of Torrance

Contact: Beth Overstreet, Acting City Engineer, (310) 618-3074

Duration: 2000 - 2003



City of Culver City and Culver City Redevelopment Agency Staff Assistance

KOA has a 14-year relationship providing staff assistance to the City of Culver City and Culver City Redevelopment Agency (CCRA). KOA has assisted with numerous projects providing complete Project Management, Construction Management, and Design Services. KOA's quality of work and high standards has allowed us to continuously receive requests to provide services to Culver City and the CCRA.

Owner: Culver City Redevelopment Agency

Contact: Todd Tipton, Redevelopment Project Specialist, (310) 253-5783

Duration: 2003 - 2011

City of Rancho Palos Verdes Staff Assistance

KOA is currently providing temporary part-time engineering staff services two to three days per week for the City of Rancho Palos Verdes while the City recruits to fill a vacant Senior Engineer position. Duties include coordinating and/or executing activities related to construction contract bidding and award; preparing RFPs, assisting in the negotiation of consultant fees, monitoring design progress and soliciting input from various City divisions, initiating progress payments, representing the City at project coordination meetings, compiling plans, specs and estimates.

Owner: City of Rancho Palos Verdes

Contact: Ray Holland, Interim Director of Public Works (310) 544-5252

Duration: February 2006 - Present

City of La Canada Flintridge Staff Assistance

KOA provided staff assistance to the City of La Canada Flintridge while the City was recruiting for full time engineering staff. Duties included field responses to public works issues that arose from members of the public, defining projects, put projects out to bid, acted as Project Manger, coordinated existing utility locations for inclusion in site survey, survey instructions and coordination, designed project and produced presentations for planning commission hearing, drew up specifications and bid sheet.

Owner: City of La Canada Flintridge

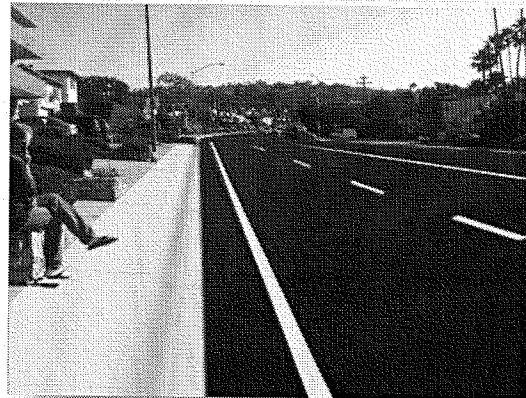
Contact: Steve Castellanos, Director of Public Works, (818) 790-8882

Duration: 2002



Palos Verdes Boulevard Improvement Project
Torrance, California

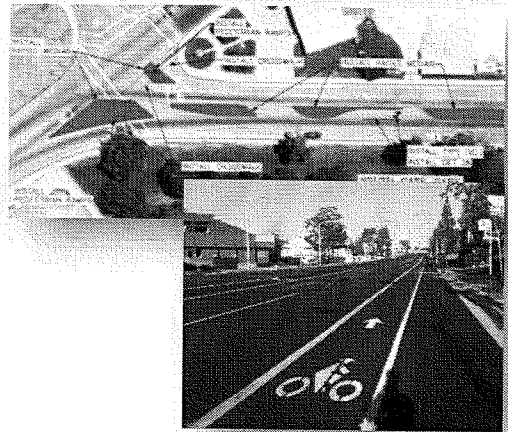
KOA Cost: \$242,950
Construction Cost: \$2 million
Owner: City of Torrance
Completion Date: July 2013
Design Engineers: Chuck Stephan, P.E.
Christine Kaskara, P.E.
Contact: Lea Reis
(310) 781-6900



KOA prepared Plans, Specifications and Estimate for the widening, improvement, and pavement rehabilitation of Palos Verdes Boulevard from Pacific Coast Highway to the south City limit. (approximately 1.1 miles). This four lane arterial highway project included new curb & gutter, sidewalks, landscape and hardscape, widening, new bicycle lanes, regarding, traffic signal upgrades, ADA curb access ramps, and striping and signing improvements to MUTCD standards.

Safe Routes to School Cycle 8 & 9
South Gate, California

Consultant Cost: \$177,000
Construction Cost \$1,200,000
Owner: City of South Gate
Completion Date: January 2013
Project Manager: Frank Benavidez, P.E.
Design Engineer: Christine Kaskara, P.E., QSD
Contact: Kenneth Tang
Senior Civil Engineer
323.563.9574



KOA provided overall design management and prepared bid ready plans, specification and estimate for the project. The City of South Gate sought to provide needed infrastructure improvements for pedestrian and cyclists. This is an important project to the City in that it provides safe walking and bicycling routes to school. The project required installation of 98 pedestrian countdown signal heads at various locations, installation of 17 solar powered speed awareness signs at various locations, construction of 6 speed humps with regulatory signage, flashing beacons installation at the intersection of Santa Ana St. and Madison Ave., Class I Bike Path construction along Southern Ave. from State St. to Burke Ave., Installation of 2,000 LF of Sidewalk on Tweedy Bl. From Hildreth St. to Pinehurst St., Raised Median Islands construction on Southern Ave. from Southern Pl. to Pinehurst Ave., and installation of 6,500 LF of Class II Bike Lane on Alexander Ave. from Abbot Rd. to Firestone Blvd.



Residential Rehabilitation Project (Area 3 & 5)

Rancho Palos Verdes, California

Consultant Cost: \$70,000
Construction Cost: \$2 million
Owner: City of Rancho Palos Verdes
Completion Date: (design) June 2012
Project Manager: Chuck Stephan, P.E.
Design Engineer: Chuck Stephan, P.E.
Nicolas Hsieh, P.E.
Contact: Nicole Jules, P.E.
Senior Engineer
310.544.5275

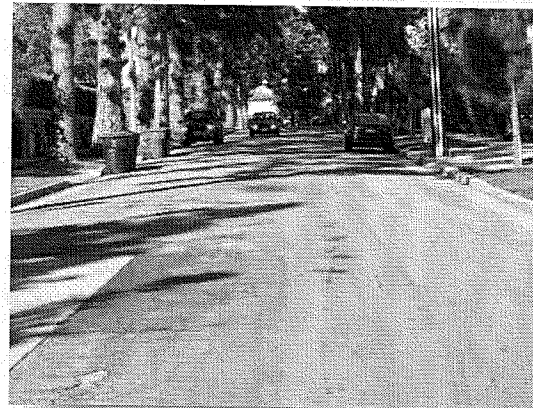


The City of Rancho Palos Verdes (RPV) constructed improvements to rehabilitate residential street pavement surfaces encompassing plan areas 3 and 5, in accordance with the City's Pavement Management Report. The main focus of the project was pavement rehabilitation and associated work which included root pruning, concrete curb, gutter, sidewalk, and driveway repairs, ADA compliant curb access ramps, traffic and street name sign placement/replacement, traffic striping and markings, and protection and replacement of speed humps. KOA considered all feasible pavement rehabilitation alternatives including microsurfacing, Cape Seal, ARAM, overlay, and reconstruction methods, and discussed the merits and cost impact of each alternative.

Santa Monica Pavement Overlay FY2012

Santa Monica, California

Consultant Cost: \$70,000
Construction Cost: \$6 million
Owner: City of Santa Monica
Completion Date: September 2012
Principal-In-Charge: Chuck Stephan, P.E.
Project Manager: Frank Benavidez, P.E.
Design Engineer: Christine Kaskara, P.E.
Contact: Allen Sheth
Project Manager
310.458.8411



The City of Santa Monica constructed improvements to various streets in the City through their Annual Paving Project. KOA prepared construction bid ready plans, specifications and cost estimate (PS&E) for the project. Work included pavement rehabilitation (typically through asphalt overlay and slurry seal applications), curb, gutter, and sidewalk repairs, and incidental work which included the replacement of striping, markings, and traffic signal loop detectors. The project area is in the northerly part of the City bordered by La Mesa Drive, 17th Street, Washington Avenue, 26th Street, and portions of Centinela Avenue and Delaware Street.



Heritage Park Playground Rehabilitation

Irvine, California

Consultant Cost: \$35,000
Construction Cost: \$882,000
Owner: City of Irvine
Completion Date: August 2010
Construction Manager: Chuck Stephan, P.E.
Design Engineer: Chuck Stephan, P.E.
Christine Kaskara, P.E.
Contact: Pat Castro
Facilities Construction &
Rehabilitation Administrator
City of Irvine, Community Services Department
(949) 724-6675



KOA provided Construction Management and Inspection services for the following items of work:

Removal and disposal of the existing playground equipment and playground sand. The removal and turn over to the City existing picnic tables, benches, sundial, drinking fountain, trash receptacles, concrete paving, retaining walls, concrete steps, existing trees. Construction of new concrete curb and gutter, subgrade, and new drainage systems. Provided and installed new picnic tables, barbeques, trash receptacles and benches; playground equipment; new interactive water feature including all connections to utilities; concrete base for resilient rubber surfacing; new play surfacing (to include both resilient rubber and sand surfaces); modified existing irrigation system; repair/replaced existing turf areas. Provided and installed new trees. Replaced existing wood fencing with masonry wall around electrical transformer. Constructed ADA ramps (at parking lot and playground) and hand rail.





Anaheim Convention Center Grand Plaza
Anaheim, California

APWA Project of the Year 2013

Project Cost: \$20,000,000
Consultant Cost: \$270,000
Owner: City of Anaheim
Completion Date: December 2012
Contact: Robert Luciano,
Principal Civil Engineer, (714) 765-5157
Construction Manager: Alan Braatvedt

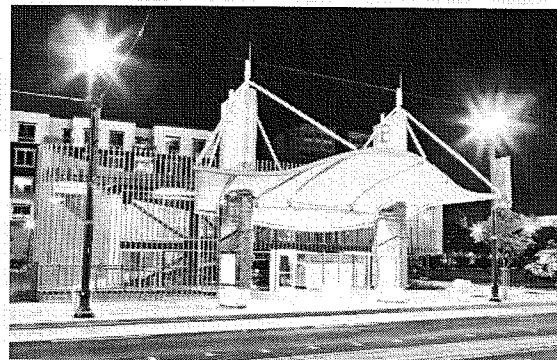


KOA provided construction management and inspection services for the Grand Plaza development consisted of a 100,000-square-foot outdoor and special event space conveniently located outside of the convention center's front entrance off of Convention Way. The Grand Plaza created a pedestrian esplanade that connects the entrance to the Anaheim Convention Center with the Hilton Anaheim and the Anaheim Marriott hotels. This new, multi-use space creates a uniquely Southern California outdoor environment that is utilized year-round for a wide variety of events. With the nature of all stakeholders' interests involved in this project, extensive coordination between all developers was needed.

Long Beach Transit Mall
Long Beach, California

McGraw-Hill/ENR California Project of the Year 2011 - Transportation

Construction Cost: \$5,000,000
Owner: Long Beach Transit Authority
Completion Date: March 2011
Contact: MIG, Inc., Darren Rector
Phone: (714) 449-8935
darrenr@migcom.com
Design Engineer: Chuck Stephan, P.E.
Const. Support: Nicolas Hsieh, P.E.



KOA provided civil and traffic engineering and design services, and construction support services as a subconsultant to MIG, Inc. for the Long Beach Transit Mall project. This project completely reconstructed sidewalks and bus stations on First Street from Long Beach Blvd to Pine Avenue. Subsequently the project was extended to Pacific Avenue in cooperation with the Long Beach Redevelopment Agency. This landmark project includes state of the art post-tensioned fabric bus shelter structures, contemporary art features, "living area" pedestrian furniture and amenities, full ADA compliance, and landscape and irrigation improvements.



Osornio Park Grading Improvements
La Habra, California

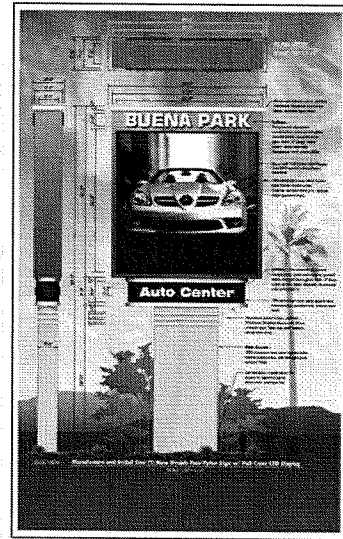
Consultant Cost: \$15,000
Construction Cost: \$70,000
Owner: City of La Habra
Completion Date: April 2011
Project Manager: Chuck Stephan, P.E.
Design Engineer: Chuck Stephan, P.E.
Christine Kaskara, P.E.
Contact: Mr. Sam Makar, P.E.
Sr. Civil Engineer
(562) 905-9720



Prepared plans, specifications, and estimate (PS&E) for grading Osornio Park to enlarge the current soccer field and install a new junior size soccer field. Work included site review, coordination of surveying, preparation of PS&E, and assistance throughout construction. The project included 1800 cubic yards of excavation and 1500 cubic yards of fill.

Auto Center Sign
City of Buena Park, California

Consultant Cost: \$25,000
Construction Cost: \$250,000 est.
Owner: City of Buena Park
Completion Date: September 2011
Project Manager: Chuck Stephan, P.E.
Design Engineer: Chuck Stephan, P.E.
Christine Kaskara, P.E.
Contact: D. Scott Riordan
City of Buena Park
Economic Development Department
714-562-3588



Prepared Plans, Specifications and Estimate (PS&E) for the installation of a new LED advertisement sign at the Auto Center in the City of Buena Park along the I-5 freeway. The sign was installed in an existing parking lot at the Nissan auto dealer location. Work included numerous conceptual layouts and coordination between the City and property owner. The final design included the removal of existing landscaping and irrigation, relocation of lights and trees, and construction of curb, gutter, pavement, landscaping, irrigation, and electrical and telecommunications services to the new sign.



5. Fee Schedule

For this assignment, the hourly rate for Engineering Staff Services is offered under our Office Engineer rate of \$110.00/hr