

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
THE YORBA LINDA BOULEVARD IMPROVEMENTS – FROM IMPERIAL  
HIGHWAY TO LAKEVIEW AVENUE**

THIS AGREEMENT FOR CONTRACT SERVICES (“Agreement”) is made and entered into as of \_\_\_\_\_, 2022, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California (“City”), and **BKF Engineers**, a (“a California corporation”) (“Consultant”).

**NOW THEREFORE**, the parties hereto agree as follows:

**SECTION ONE:            SERVICES OF CONSULTANT**

1.1    Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to **The Yorba Linda Boulevard Improvements – From Imperial Highway to Lakeview Avenue**, as specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference (the “services” or “work”). 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.

1.2    Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3    Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance 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, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Four Hundred Twenty-Nine Thousand One Hundred Thirty-Two Dollars (\$429,132.00)** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.

### SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence upon execution of this agreement on \_\_\_\_\_, \_\_\_\_\_, 2022 and terminate upon completion of the project. This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

### SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Chris Rideout, Principal in Charge is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be Rick Yee, Deputy Director of Public Works/Assistant City Engineer or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

### SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain

all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers.”

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

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a

signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

## **SECTION SIX: RECORDS, REPORTS, AND INTELLECTUAL PROPERTY.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

6.5 Intellectual Property and Proprietary Information.

6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used, or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

## **SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.



7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents, or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents, or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

## **SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not

be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state, and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to

City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

8.16 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8.17 Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

## **SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA  
Attention: **Rick Yee, Deputy Director of Public Works/Assistant City Engineer**  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

To Consultant: BKF Engineers  
Attention: **Chris Rideout, Principal in Charge**  
4675 MacArthur Court,  
Suite 400  
Newport Beach, CA 92660

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit “D” (“Special Provisions”) if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

9.8 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Consultant’s signed, original Proposal dated March 31, 2022 (“Consultant’s Proposal”), and (3) the City’s Request for Proposals, dated March 2022 (“City’s RFP), which shall all be referred to collectively hereinafter as the “Contract Documents”. The Consultant’s Proposal and the City’s RFP, which are both attached hereto as Exhibits “A” and “B”, are hereby incorporated by reference, and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s RFP shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority, (1<sup>st</sup>) the terms and conditions of this Agreement, (2<sup>nd</sup>) the provisions of the City’s RFP (Exhibit “B”) and (3<sup>rd</sup>) the provisions of the Consultant’s Proposal (Exhibit “A”).

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY:**

**CITY OF YORBA LINDA**

**CONSULTANT:**

***BKF ENGINEERS***

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

Its: \_\_\_\_\_

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

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

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

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

Dianna Honeywell, Finance Director

ATTEST:

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

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

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

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

Marcia Brown, City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

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

City Attorney, City of Yorba Linda

**EXHIBIT A**

**SCOPE OF SERVICES**

## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

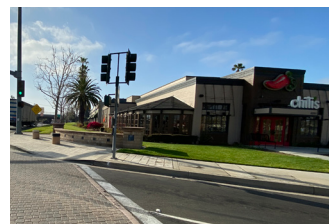
### PROJECT UNDERSTANDING

The City of Yorba Linda (City) is seeking a consultant to provide comprehensive professional engineering services associated with the design and construction of street improvements and enhancements along Yorba Linda Boulevard from Imperial Highway to Lakeview Avenue to add a second left turn pocket in both the east and west directions at the Yorba Linda Boulevard/Imperial Highway intersection and the Yorba Linda Boulevard/Lakeview Avenue intersection. The improvements will provide greater travel efficiency and accommodate the demand generated by the Yorba Linda Town Center and improved traffic circulation in and out of the Town Center via Imperial Highway and Lakeview Avenue. The businesses in the area will benefit from the improved intersection operation to attract more traffic and thus increase local sales revenues.

The current segment of Yorba Linda Boulevard between Imperial Highway and Lakeview Avenue is an east-west six-lane arterial highway. The westbound is improved with three continuous through lanes, two right-turn lanes to Imperial Highway northbound and one left-turn lane to Imperial Highway south bound. The Yorba Linda Boulevard east bound is improved with two continuous through lanes, one left turn lane and one through/right turn lane. The center median is striped except at the intersection where raised center median were constructed. The two intersections are only approximately 600 feet apart with heavy turning movements that often cause congestion at these intersections during the morning and evening peak commute periods. Currently the left turn pockets have limited storage capacity. As the traffic volume increases, it impacts the traffic flow at the through lanes as vehicles waiting to get into the left turn pocket.



The adjacent developments are commercial, retail, office, and restaurant land uses. This segment of Yorba Linda Boulevard provides primary access to these developments where many people work, shop and dine. The intersections with Imperial Highway and Lakeview Avenue are signalized, with posted speed of 40 MPH. There is an existing bus stop without concrete pads adjacent to Mimi's Cafe on the north side of Yorba Linda Boulevard approximately 240 feet west of the Imperial Highway. There is an existing storm drain catch basin also located on the north side of Yorba Linda Boulevard approximately 100 feet west of Imperial Highway. There are street lights and underground utilities within the street right of way including water and sewer lines. All four crosswalks at the Imperial Highway intersection are paved with decorative pavers and at the Lakeview Avenue intersection the striped cross walks are only present on east the north, east and south sides of the intersection. There is no crosswalk on the west side of the intersection.



This project will include the construction of raised center median islands on Yorba Linda Boulevard for the entire length of the project between Imperial Highway and Lakeview Avenue as shown on the Project Geometric Exhibit of the RFP. Yorba Linda Boulevard will be designed to a section generally consisting of a 4-foot-wide landscaped raise median, two 10-foot-wide left turn pockets, 11-foot-wide through lanes and a 8-foot-wide sidewalk. Generally, the improvements will require right of way takes on the south side of Yorba Linda Boulevard. Some minor right of way takes will also require on the north side of Yorba Linda Boulevard west of Imperial Highway.





## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

Other improvements as part of implementation of the Project will include, but not limited to, removal and reconstruction of concrete curb and gutter, ADA accessible ramps with detectable warning surface, driveway approaches and sidewalks, retaining walls, miscellaneous utility adjustments, striping, pavement markings, signage improvements, street lights relocation, street trees removal, add and restore landscape, and traffic signal modifications include adding camera video detection at both intersections. It is our understanding that traffic control plans and SWPPP documents will be prepared by the contractor, if necessary.

We understand that it is the City's intent to complete the engineering design and environmental phases of the Project. The proposal shall include engineering design (PS&E), environmental documentation, and as-needed bid and construction support services. The City intends to pursue funds for right of way and construction after the completion of the design phase.

Consulting services for the Project will include: project management including preparation of all meeting agenda and recording and distribution of all meeting minutes; site reconnaissance; utilities research; design survey and right of way research; prepare environmental documents; prepare a Final Water Quality Management Plan (WQMP); design of street and raised median improvements; coordination for utility adjustment; curb and gutter, ADA access ramp, sidewalk, and driveway design; landscape and irrigation design; signing and striping improvements; traffic signal modifications; preparation of bid documents; specifications and an engineer's estimate of probable construction costs; bid and construction support; prepare right of way exhibits and/or rendering on affected properties for outreach purposes; attend one in-person and one virtual public outreach meetings. We included Ninyo and Moore on our team to provide review and concurrence of the previous geotechnical evaluation performed as part of the Town Center development.

### PROJECT KEY ISSUES AND APPROACH

Understanding and managing the key issues associated with the project will be critical to the success of this design assignment. We have visited the project site and reviewed the materials provided with the RFP and City response to RFP questions to familiarize ourselves with the existing improvements and project implementation issues. We have identified the following issues that will need special attention with this Project.

- **Environmental Document** – The critical path for successful completion of this project will rely on timely environmental studies, applications, and approvals. LSA will prepare an Initial Study/Mitigated Negative Declaration (MND) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15070, as amended to evaluate the potential environmental impacts of the project including anticipated transportation/traffic impacts as results of changes in circulation. Since this phase of the Project does not include any Federal funding, the proposed scope of work does not include any environmental analysis to comply with Federal regulations. This task will include preparation of a biological resources memorandum, a cultural resources memorandum, a Paleontological memorandum, an air quality/greenhouse gas analysis memorandum and noise impact memorandum and attendance at one public outreach meeting and three commission/council meetings to support the MND.
- **Landscape and Irrigation Design** – Our landscape subconsultant, MIG, is highly familiar with the City of Yorba Linda's Landscape Maintenance District (LMAD). MIG will create a sustainable design by using indigenous and drought resistant materials where appropriate as well as complementing the existing plant palette to match LMAD/ Town Center design. We understand the City is interested in a plant palette which is sustainable and integrates into current design standards, and a design solution which allows for safety for both motorists and pedestrians. We look for additional sustainable design options such as using recycled water systems with evapotranspiration controllers, solar powered lighting, site amenities from recycled materials, and incorporating bioswales whenever possible and feasible in the design process.

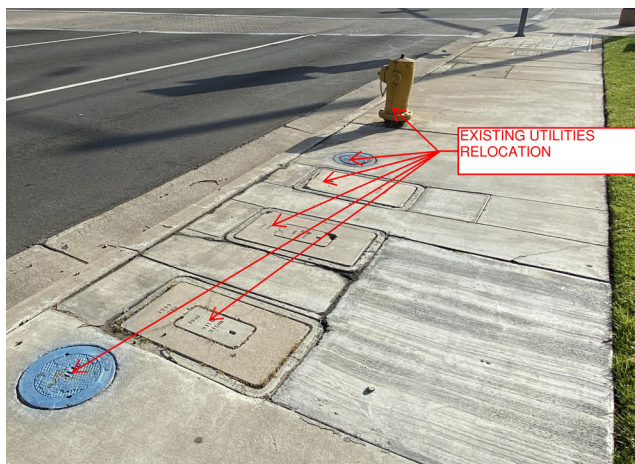


## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

The planting of the new medians will require the existing asphaltic concrete and or concrete paving and base material to be removed in order to provide adequate soil depth for shrubs to root and establish. The existing soil under the existing AC or PCC roadway will need to be tested for soil fertility to confirm no sterilant or contamination are in the soil. The soil will be amended per the soils report prior to any plant material being installed. Typically, several feet of existing soil might need to be removed and new topsoil installed depending on what the testing finds.

From a traffic calming and safety design point, MIG shall consider site visibility at left turn lanes as far as not proposing tall shrub material at the left turn medians which would impede visibility of opposing through traffic by left-turning motorists. We will also consider the maintenance of the medians as far as including a walking surface area adjacent to the curb to keep maintenance person from having to walk in the street. We will consider the type of trees to be low maintenance and to require little pruning.

- **Coordination with Other Stakeholders and Community Outreach** – This Project will involve coordination with several stakeholders in addition to the City's Department of Public Works. The Project will require coordination with local businesses adjacent to the project, the traveling public and the community at large. The Project may also involve coordination with utility companies for new irrigation electrical and water service and operators of project area bus service. The BKF Team will communicate with these stakeholders in the early stages of the project to gain an understanding of their needs and concerns. BKF Team including our landscape and environmental subconsultants will maintain open communications with these stakeholders throughout the life of the project to reduce the likelihood of unanticipated issues in the late project stages that could significantly delay the project schedule. The Project will require several forms of public outreach ranging from community meetings to formal City Council Public Hearings. BKF Team project manager, has been the lead person responsible for public outreach and interface with project stakeholders for many similar projects in the past. This experience will ensure effective communication with the City and assist the City with the development of effective communication with the project stakeholders.



- **Traffic Safety and Construction Impacts to Residents and Businesses Owners** – Due to the volume of traffic and adjacent commercial areas, it will be critical to minimize construction impacts. BKF will identify traffic control implementation measures on the plans, and in the specifications to closely monitor the contractor's work and progress to ensure compliance with any mitigation measures and schedule constraints. The specifications will address circulation and access during construction. BKF will include provisions that will require the contractor to maintain safe pedestrian access at all times during construction. Specific items that BKF will address in the specifications will include, but are not limited to working hours, temporary lane closure hours and restrictions, identification of traffic control standards, emergency vehicle access, and maintaining access to local businesses.



## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

- **Maintaining Project Schedule and Budget** – BKF has successfully completed several similar projects on schedule and within budget. BKF will immediately begin the initial data collection and background research tasks for this project as soon as the notice to proceed is obtained. We will closely monitor our surveyors with field data collection, allowing the BKF team to make adjustments to stay on schedule if necessary.

The BKF Team has visited the Project site and the captions on the photographs of Figures 1 and 2 highlight some of the important elements of the roadway improvements and other components of the project.



FIGURE 1



FIGURE 2

### MANAGEMENT TEAM

The key element in the management of the project will be to assign experienced staff who will dedicate their efforts to advance the design in an efficient and timely manner, using a comprehensive project work plan and schedule. With this in mind, BKF has assembled a project team who can fulfill all of these goals. The core BKF team will be comprised of experienced individuals who will be dedicated to the assignment from start to finish participating in all aspects of the work.

The Project Manager for the BKF Team will be Sheila Amparo, PE, QSD. She actively leads project teams and manages the design of streetscape, intersection improvements and roadway improvements, ranging from project report and environmental documentation (PR/ED) into final design, bid phase support, construction support and project closeout. Sheila is currently working on several similar projects closely collaborating with many municipalities and has a proven track record of implementing successful project management strategies. She uses effective communication, identifying project needs and project execution, and coordinates with the project team to assure the City's goals and objectives are met. Sheila's experience and congenial personality will help the team work together with the City and other involved agencies to reach the mutual goal of project success. She will be the principal point of contact with the City and will be responsible for developing a management plan to organize, monitor, and conduct the design of the project.

Specifically, Sheila's project management and roadway engineering design experience includes the following significant projects:

- Jeffrey/Walnut Intersection Improvement Project; City of Irvine
- Trabuco/Remington Traffic Signal Improvement Project; City of Irvine
- Lakeland Road Street Improvements; City of Santa Fe Springs
- Harvard/Michelson Intersection Improvement; City of Irvine
- Lakewood/Florence Intersection Improvement Project; City of Downey





## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

Sheila will be supported by Chris Rideout, PE (Principal in Charge) and Roger Chung, PE, CFM, ENV SP, QSD/P, F ASCE (Quality Control Supervisor). Chris is a Registered Civil Engineer in the State of California with over 30 years of professional civil and transportation engineering experience. He has successfully overseen and managed numerous types of transportation improvement projects that required extensive analysis to determine cost-effective recommendations to improve traffic operations. He will oversee project tasks to ensure that proper resources are provided to complete the project on time and within budget and that precise, quality design plans and construction documents are submitted to the City.

Roger is a Registered Civil Engineer in the State of California with over 20 years of experience with expertise in general civil, water quality, hydrology and hydraulics design and has extensive experience in preparing design plans, specifications, and cost estimates for variety of projects. He has been involved in numerous projects in San Bernardino, Riverside, Orange, Los Angeles, San Diego, Kern and Ventura Counties.



### PROJECT MANAGEMENT

We understand that managing, building consensus, and obtaining project approvals and permits are often more challenging than preparing the actual design documents. Ensuring that these processes are managed will allow projects to be delivered on schedule and within budget.

BKF's management philosophy integrates the following key components: managing the process; defining the critical issues; developing coordinated design documents; and validating implementation.

#### COMPONENT 1: MANAGING THE PROCESS

- **PROJECT WORK PROGRAM:** Upon the City's Notice to Proceed (NTP) BKF's Principal in Charge, Chris Rideout, PE and Project Manager, Sheila Amparo, PE, QSD will be available to meet and review the Project goals and based on the specific tasks, will assign a team who will be committed to the Project for the duration. We will develop a detailed project work program that identifies tasks, permits, and deliverables tailored to deliver the Project. We intend for this work program to be a living document that we update regularly to reflect the progress and needs of the Project.
- **DEFINED SCHEDULE:** We will develop our work program with reference to a schedule in Microsoft Project format. Sheila will update the schedule with the completion of each phase, discuss and gain concurrence with the City. The schedule is a critical tool for the Project Team, City, and other Stakeholders to ensure all agree to the tasks and delivery dates. It is imperative to regularly review the baseline schedule and identify any potential tasks that are slipping behind schedule. If this situation occurs, Sheila will work with the team to establish a recovery plan to bring the design schedule back into alignment with the baseline schedule. This recovery schedule will be discussed with the City to ensure concurrence moving forward.
- **DESIGN FEE:** The BKF Team had develop a fee for our services based on the agreed to scope of services and schedule.

#### COMPONENT 2: DEFINING CRITICAL ISSUES

- **CRITICAL CONSIDERATIONS:** For street/roadway projects, the Project Team will prepare geometric alignment studies to ensure the objective and standards for the improvements are adequately addressed. This early establishment and agreement with the City on the geometrics will allow the Project Team to identify critical issues, such as right of way acquisitions and utility relocations that require lengthy lead times that may affect the Project schedule and budget.
- **DEFINING CONSTRUCTION RISK:** Risk assessment is key to managing the overall construction budget. Our experience is that characterizing subsurface soils and utilities is critical to managing unknowns that could lead to contractor change order and/or delays. BKF will work with City Staff to identify on any environmental considerations/mitigations early on in the project to ensure the project stays on schedule and can meet the environmental needs of the project as the design is developed. Comprehensive Construction Staging and Traffic Handling plans depicting vehicle/pedestrian circulation as well as efficient Contractor work areas are critical in clearly showing the intent/limit of any closures.
- **STAKEHOLDERS:** Understanding the concerns of the Project's stakeholders at the earliest stage in the design process is essential to prevent delays or conflicts. BKF will coordinate and attend all meetings to understand goals and objectives of all stakeholders and confirm they are aligned properly with the City. Engaging all stakeholders from the beginning of the design process through construction will minimize misunderstandings and will result in a project that meets all objectives.



## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

### COMPONENT 3: DEVELOPING COORDINATED DESIGN DOCUMENTS

- **COORDINATION:** The communication conduit with the City will be with Sheila Amparo, PE, QSD, Project Manager. This single point of contact eliminates possible misunderstandings and duplication of effort. We will assign a Deputy Project Manager to each engagement depending on the expertise needed. This team will be responsible for solving technical challenges while developing the design in accordance with the City's goals. We will coordinate the work with other consultants, Staff, and other agencies to ensure collaboration and obtain Project approvals.
- **COORDINATING AGENCIES:** BKF's experience with public infrastructure projects has taught the value of having clear direct communication and of being accessible at all times during critical project stages. We believe our working relationships with local, state and federal agencies will allow us to streamline the process by minimizing costly lags in communication.
- **TECHNOLOGY:** BKF implements the latest technology to develop designs including AutoCAD Civil 3D. We also have specialized simulation software to assist in the design of infrastructure including AutoTurn, StormCAD, WaterCAD, SewerCAD, HEC HMS, and HEC RAS. For preparation of illustrative exhibits, we have Adobe Illustrator, Photoshop, and InDesign. All staff has access to the most current Microsoft Office applications suite.

### COMPONENT 4: VALIDATING IMPLEMENTATION

- **INTERNAL QA/QC:** BKF will complete an internal review of all project documents. Under direct communication with Sheila, Roger Chung, PE, CFM, ENV SP, QSD/P, F. ASCE (QA/QC) will check the documents for errors, perform a constructability review, ensure our documents are coordinated with other disciplines, and suggest alternatives for cost savings. During this period all consultants on the team are required to review not only their own work, but evaluate the other disciplines designs to ensure there are no conflicts and design intent is consistent among the team members. Please see the QA/QC flowchart at the end of this section.
- **PROBABLE CONSTRUCTION COST:** Evaluating the potential construction cost throughout the Project's life is essential to create a feasible project. BKF is consistently involved in the design and construction of numerous projects each month that provide excellent insight into construction trends and costs. With each submittal, BKF will prepare an opinion of cost to assist in developing a project budget.

With BKF's four-component approach, a detailed work plan, and continually monitoring, we believe that partnering is both aligned and reinforced. This ensures that the City together with BKF's leadership and the team's technical expertise, will meet its goals and objectives for a successful Project.



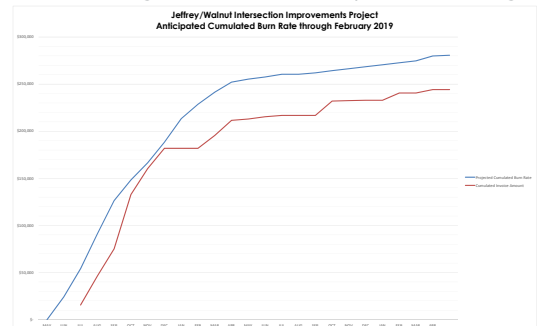
## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

### PROJECT CONTROLS

BKF's project controls process helps assist the Project Manager in producing and delivering quality documents that meet the project delivery, cost and quality objectives. BKF will keep the City of Yorba Linda informed and will work to exceed expectations and maintain the project on schedule.

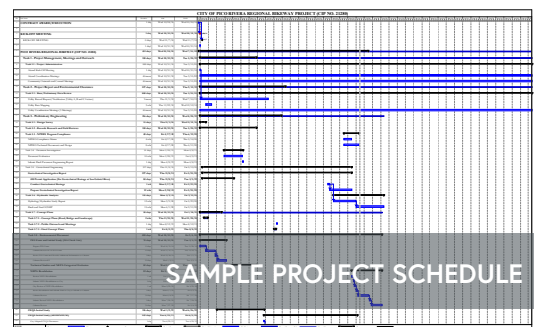
### PROJECT MANAGEMENT

- **PROJECT MANAGEMENT:** As Project Manager, Sheila Amparo, PE, QSD will be responsible for the day-to-day management of the project design team, including the technical management of the project.
- **PROJECT KICKOFF MEETING/PUBLIC OUTREACH/PDT MEETINGS:** BKF will develop the agenda, invite project team members and stakeholders and administer a project kick-off meeting. This meeting will confirm project scope, deliverables, schedule, communication conduits, invoicing, and establish future Project Development Team (PDT) meetings. BKF will prepare meeting minutes and distribute to all in attendance for review and concurrence. Our team will attend Project Development Meetings, Public Outreach, and City Council Meetings to support City Staff and the convey the Project goals.
- **MASTER PROJECT SCHEDULE/PROGRESS REPORTS:** Upon receipt of a task order from the City, we will provide a Project Master Schedule in Microsoft Project to the City within 20 days of NTP. The schedule will be updated and distributed during PDT meetings to confirm the Project is tracking according to expectations. BKF will prepare progress reports indicating current tasks, outstanding items, schedule monitoring, and future anticipated meetings. The progress reports will be prepared and submitted monthly to the City Project Manager prior to the 15th of every month for the duration of the project.
- **MONTHLY INVOICING:** BKF will collect, review and compile invoices from the design team on a monthly basis and will provide the City with the teams composite invoice. Invoices will delineate the current percent complete by task which along with the project schedule can be used to confirm effort, payment, and deliverables are in agreement.



### DELIVERY CONTROL

- **PROJECT WORK PROGRAM:** The project work program will identify the tasks and deliverables expected throughout the project. The flexibility in the program will be updated to reflect the progress of the project and discussions with the stakeholders.
- **DEFINED SCHEDULE:** A Microsoft Project schedule will be based on the work plan jointly developed by the City and BKF. At each phase, BKF will update the schedule which will incorporate time for the City to review the documents. Any deviations in the schedule will be discussed promptly with the City.
- **OUTSTANDING ISSUES MATRIX:** BKF will track all outstanding design and program issues in a matrix to facilitate discussions with the City and internal team. This matrix tracks design issues, costs and the schedule.



## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

- **SCHEDULE RECOVERY:** If a delay in the schedule is encountered, either by the stakeholders or by the design team, BKF will develop a comprehensive revised schedule to bring the project back in compliance with the project delivery date. BKF will develop this plan, gain commitment from sub-consultants and present and gain agreement from the City. The plan will include staffing augmentations, possible concurrent activities, and a monitoring mechanism to ensure the schedule recovery remains on track. BKF's employees are experienced in all aspects of municipal projects, which allow us to easily share staff across design teams to avoid slippage in schedules.

### COST CONTROL

- **PROGRESS REPORTS:** Our Project Manager, Sheila Amparo, PE, QSD/P, will provide progress reports to the City to demonstrate the team is tracking with the project schedule. These reports will be comprehensive in nature to keep all design team members, City, and project Stakeholders apprised of the status of various tasks, any schedule slippage, and corrective measures to bring the schedule back to the baseline. If a change in the scope of services is necessary, BKF will provide the City with a written addendum request to the City, and will not begin work until the City is in agreement with the amendment.
- **CONSTRUCTION COST:** BKF integrates cost estimates for each milestone delivery and compares to the baseline costs established early on in the project. BKF understands there are finite budgets associated with these capital improvement projects and will track and tailor the design accordingly. As stakeholders are engaged, scope creep can occur and BKF will identify any new project elements that are being introduced into the project. As the project progressed BKF will determine if the new items can be absorbed into the project. Alternatively, BKF can suggest bid alternates to allow for the greatest bidding flexibility for the City.

### QUALITY CONTROL

Please refer to the following pages for BKF's Quality Control approach.





## F. / PROJECT UNDERSTANDING, OVERVIEW + APPROACH

### QUALITY ASSURANCE PROGRAM

BKF will dedicate a member of staff not directly related to the project as the Quality Assurance/Quality Control Manager. This member of staff's key role is to assure the Quality Control procedures delineated below are closely followed and the procedure documented.

#### LEVEL 1: INTERNAL REVIEW - EACH DISCIPLINE IS REQUIRED TO CONDUCT AN INTERNAL REVIEW PERFORMED PRIOR TO EACH MILESTONE SUBMITTAL.

A senior staff member at the firm, other than on the design team, shall review the documents prepared by the design team. This review will require that all items on the documents be highlighted in yellow indicating the review has occurred and there are no exceptions to the document. This process is for the entire document (i.e. north arrows, station call-outs, profile grid designation, etc.).

- If the reviewer identifies an item on the document that is not correct, then it is marked in red. If the reviewer has comments for clarifications, then it is marked in green.
- After the review is complete, the document is returned to the design team with a signature (documentation) indicating the review is complete.
- The design team will review and address all items in red and meet with the reviewer on the items in green until a clarification allows for the reviewer to yellow the item, or a red mark is added.
- The design team will then resolve the red marks and return the reviewers original markup along with a clean print. The reviewer will document the comments that have been addressed by yellowing out the original red mark and placing yellow on the clean set, and signing the document.

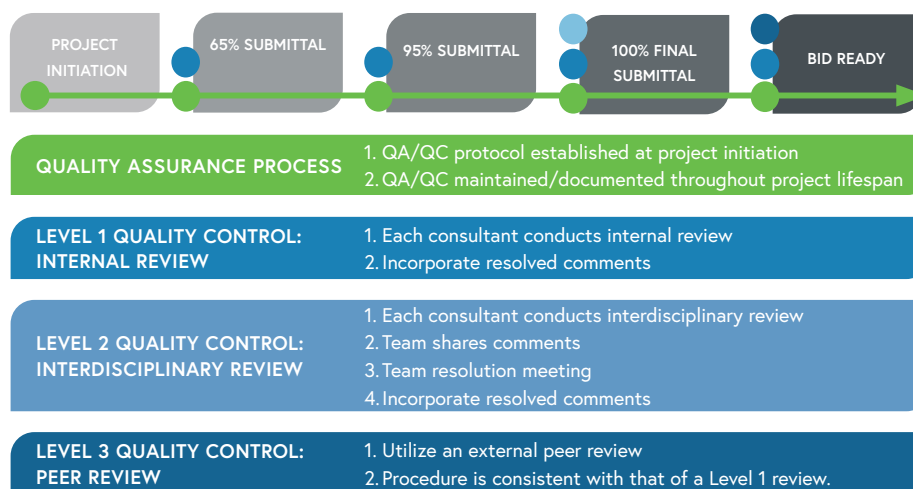
#### LEVEL 2: INTER-DISCIPLINARY REVIEW - THIS REVIEW IS TO CONFIRM THAT THERE ARE NO INTER-DISCIPLINARY CONFLICTS AND OCCURS AT THE 95% AND FINAL SUBMITTAL MILESTONES.

- All disciplines provide their plans to BKF for collation. BKF will assemble the sets and distribute to the design team.
- Each discipline will review the others and similar to the process delineated in Level 1 above, marking in yellow, red, or green, and return to BKF for collation.
- A meeting will be held with all the disciplines in attendance, and the documents with all red or green comments will be discussed and resolved between disciplines.
- The resolutions will be marked in red and returned to the designer for incorporation as described above in the Level 1 procedure.

#### LEVEL 3: FOR HIGHLY TECHNICAL/COMPLEX PROJECTS, BKF WILL RETAIN QUALIFIED REVIEWERS (EXTERNAL FIRM) TO PERFORM A PEER REVIEW OF THE PROJECT DESIGN AT THE 95% SUBMITTAL MILESTONE:

- Utilizing an external peer reviewer to perform Quality Control review.
- Review procedure is consistent with that of a Level 1 Review.

#### QA/QC MANAGEMENT PROCESS



BKF's Quality Assurance / Quality Control Manager will review the documents to ensure the Level 1, Level 2, and Level 3 procedures have been met by all team members and will document their findings in support of the Quality Assurance Program.



City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

## **NON-COLLUSION AFFIDAVIT**

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Yorba Linda or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Yorba Linda public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this <sup>31</sup> day of March, 2022, at Newport Beach, California.

  
\_\_\_\_\_  
Signature of Authorized Representative

Chris Rideout, PE

\_\_\_\_\_  
Name of Authorized Representative

Principal/Vice President

\_\_\_\_\_  
Title of Authorized Representative



City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE  
WITH INSURANCE REQUIREMENTS FOR  
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services and hereby accepts all conditions and requirements as contained therein.

Consultant: Chris Rideout, PE. BKF Engineers  
Name (Please Print or Type)

By:  Principal/Vice President  
Consultant's Signature & Title

Date: March 31, 2002



City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

### **CERTIFICATION OF PROPOSAL TO THE CITY OF YORBA LINDA**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;
- H) The proposal response includes all of the commentary, figures and data required by the Request for Proposal, dated 03/03/2022



City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

- I) The proposal shall be valid for 180 days from the due date of this RFP.

Name of Proposer: BKF Engineers

By:   
(Authorized Signature)

Type Name: Chris Rideout, PE

Title: Principal/Vice President

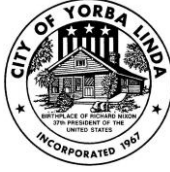
Date: March 31, 2022



## APPENDIX SECTION

- **ADDENDA NO. 1:** Addenda Receipt Certification Form signed and Acknowledged
- **SCOPE OF WORK:** Scope of Services (Section IV of the RFP) has been included in this section of our proposal response






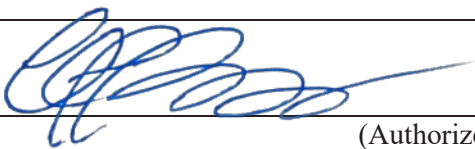
**ADDENDUM RECEIPT CERTIFICATION**  
**PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR**  
**YORBA LINDA BOULEVARD IMPROVEMENTS**  
**(IMPERIAL HIGHWAY TO LAKEVIEW AVENUE)**

Proposer acknowledges receipt of this Addendum and inclusion of its conditions in his -proposal by signature below and attachment of this Addendum to his proposal. **PROPOSALS NOT CONTAINING THIS CERTIFICATION WILL BE REJECTED.**

**Addendum No. 1** Date: March 28, 2022

Received by:  Date: March 28, 2022  
 (Signature)

Name: Chris Rideout, PE Title: Principal/Vice President  
 (Print)

Bidder:   
 (Authorized Signature)

Name: Chris Rideout, PE Title: Principal/Vice President  
 (Print)



## SCOPE OF SERVICES

As part of the Request for Proposal, the City has provided a detailed Scope of Services in Section IV. Therefore, in an effort to eliminate lengthy repetitions, we will address the Scope of Services as follows:

- If the City Scope of Services is consistent with our approach and needs for a specific task, we will simply state: “No exceptions to the Scope of Services”
- If BKF believes that in order deliver the Project there are additions, suggested modifications or clarifications, or deletions to the City’s Scope of Services we provided the following section of this proposal.

Below is our concurrence or deviation from the Scope of Services provided by the City:

- |      |   |
|------|---|
| 1.0  | Site Reconnaissance: <b>CLARIFICATION PROVIDED</b>                          |
| 2.0  | Utility Locating and Verification: <b>CLARIFICATION PROVIDED</b>            |
| 3.01 | Topographic Survey and Right of way Research: <b>CLARIFICATION PROVIDED</b> |
| 3.02 | Geotechnical Investigation: <b>CLARIFICATION PROVIDED</b>                   |
| 4.0  | Environmental Document-IS/MND: <b>CLARIFICATION PROVIDED</b>                |
| 5.0  | Design: <b>CLARIFICATION PROVIDED</b>                                       |
| 6.0  | Design Support During Bid and Construction: <b>CLARIFICATION PROVIDED</b>   |
| 7.0  | Public Outreach Exhibits: <b>No exceptions to the Scope of Services</b>     |
| 8.0  | Water Quality Management Plan: <b>CLARIFICATION PROVIDED</b>                |
| 9.0  | CRFP/Other Grant Application: <b>No exceptions to the Scope of Services</b> |





## CITY SCOPE OF SERVICES ADDITIONS, MODIFICATIONS, CLARIFICATIONS, AND/OR DELETIONS

### 1.0 SITE RECONNAISSANCE – CLARIFICATION

BKF recommends that a site visit serve as our Kick-Off meeting along the project limits with City staff and the BKF Team. If the City is amenable to performing site visit with the BKF Team, the site visit may be utilized to review, assess, and identify the appropriate course of action. With the intersection improvements and widening along Yorba Linda Boulevard, our site visit will facilitate the preparation of the Basis of Design to be submitted to the City for review and approval. Once the Basis of Design is approved, our Team will progress the Project with clear direction and hit each milestone on schedule and within budget.

### 2.0 UTILITY LOCATING AND VERIFICATION – CLARIFICATION

Per the City's Addendum No. 1, BKF's proposal includes SCE coordination for the Street Light relocation, and provides for up to 8 potholes for locating utilities. As it is our standard of practice with new traffic signals, we partner with Site Scan to perform the "X-Trench" potholes (see photo below) at the proposed traffic signal locations to full depth and diameter of the pole foundation. This method allows the design team to ensure that the locations of the new traffic signals are free and clear of existing utilities, and ensures the proper traffic signal types are ordered, which reduces delays during construction.

*The BKF Team will submit an additional service request to perform the "X-Trench" potholes for the new traffic signals if requested by the City.*



### 3.01 TOPOGRAPHIC SURVEY & RIGHT OF WAY RESEARCH: CLARIFICATION

#### EXISTING RIGHT OF WAY AND BASE-MAP

Monuments will be observed to retrace the centerlines and rights-of-way of Yorba Linda Boulevard within the project limits. The results will be incorporated into a base-map illustrating existing right of way conditions. Parcel lines will be based on available field evidence and records. Available agency research, prior surveys, and assessor parcel maps will be used to prepare the base-map. This will not be a full and complete boundary survey of all adjacent land parcels.

In an effort to reduce cost, and if the City has the GIS of the right of way within City boundaries, we recommend using the GIS to illustrate the existing right of way conditions. With the exception of parcels requiring partial takes and temporary construction easements, BKF will order and use the Title Reports of said parcels, map the parcel boundaries as the basis for the preparation of the Plat Maps and Legal Descriptions.

#### AERIAL TOPOGRAPHY

Current aerial topography and existing planimetrics data will be obtained for the site. The photography will be flown for use at a scale of 1" = 20', with contours compiled at 1-foot intervals. Spot elevations and existing site features identifiable from photography will also be compiled. This line item includes the field work to set horizontal and vertical control required for the aerial effort, which will be based on OC Surveyor's Horizontal (CCS83 (2017.50 epoch) and Vertical Control (NAVD88) Networks.

A color digital ortho-photo will be prepared from the photography. The ortho-photo will be a rectified image so as to closely match the compiled topography, providing the capability to prepare accurate, color exhibits on subsequent efforts.

#### SUPPLEMENTAL TOPOGRAPHY

As a supplement to the aerial effort, conventional ground survey will be used to spot verify the aerial topography and obtain additional detail in key areas. Cross-sections will be observed at 25-foot intervals. The supplemental data will be used in conjunction with the aerial mapping to create a topographic map that will be used as the basis for design.

#### RECORD OF SURVEY

Based on initial research and the extent of the survey, it is reasonably likely that material discrepancies exist between conflicting evidence in the field and previous filed records. Therefore, in accordance with Section 8762 of the State of California Business and Professions Code (The Land Surveyor's Act) it is anticipated that a Record of Survey will be required. The Record of Survey will be prepared and filed with the County and will serve as an added benefit in memorializing the rights-of-way as a matter of public record. No new monuments are budgeted in this effort as it is anticipated that sufficient monuments exist to control this site for boundary purposes.

#### PROPOSED RIGHT OF WAY LEGAL DESCRIPTIONS AND EXHIBITS

A legal description and exhibit will be prepared for the locations where additional right of way will be dedicated to accommodate proposed improvements. A Preliminary Title Report will be required covering the properties affected by the above dedications, prior to the preparation of the documents. Nine title reports and associated research documents are included herein up to but not exceeding \$1,500 per report. If costs associated with research and title records exceeds \$1,500 for any parcel covered by a title report, said costs will be passed through to Client.



### 3.02 GEOTECHNICAL INVESTIGATION: CLARIFICATION

Based on Ninyo & Moore's review of the geotechnical report for the property on the north side of Yorba Linda Boulevard that was provided by the City, variable soil conditions were encountered with a wide range of R-value soil strengths. Preliminary pavement design recommendations were provided in the report based on an R-value of 5, which is a worse-case condition. Due to the potential variability in soil conditions, we recommend that additional samples are collected for R-value testing to evaluate the subgrade soils on the south side of Yorba Linda Boulevard.

Our services will include performing two relatively shallow borings at the site to evaluate the subgrade soils, and obtain subgrade soil samples for laboratory testing. The borings will be manually excavated with a hand-auger within existing landscape area between the sidewalk and the parking lot for the adjacent commercial properties. We will prepare a geotechnical report that will summarize our scope of services, findings, conclusions and recommendations for site grading and structural pavement design.

Based on our understanding, our scope of services include:

- Project planning and coordination, including a review of readily available geologic background pertinent to the site and previous geotechnical reports provided by the City.
- Perform a site reconnaissance to locate proposed boring locations and coordinate with Underground Service Alert (USA) for underground utility location.
- Obtain an encroachment permit for performing our subsurface exploration in the landscape areas adjacent to the roadway, if required by the City.
- Perform subsurface exploration consisting of the excavating, logging and sampling of two hand auger borings in existing landscape areas, and collection of representative samples of the subgrade soils. The borings will be excavated utilizing manual equipment to a depth of 3 to 5 feet, or refusal. Samples will be returned to our laboratory for evaluation and testing. The borings will be backfilled with on-site soils and/or clean sand.
- Geotechnical laboratory testing of soil samples to evaluate in-situ moisture content, gradation, R-value, and corrosivity.
- Data compilation and geotechnical analysis of field and laboratory data.
- Preparation of a geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a boring location plan, boring logs, laboratory test results, and recommendations for preparation of the subgrade and new asphalt concrete structural pavement sections.

### 4.0 ENVIRONMENTAL DOCUMENT – IS/MND: CLARIFICATION

We understand that the City has categorized this Project as requiring an IS/MND. Our proposal assumes an Initial Study/Mitigated Negative Declaration (IS/MND) to be the appropriate document for the environmental clearance under the California Environmental Quality Act (CEQA) for the Project. Based on the results of the Traffic Analysis, the selected alternative is expected to be cleared under the IS/MND.

However, the proposed alternative, individually or combined with other projects, are not anticipated to result in significant effects, be located on a hazardous waste site, or impact historical resources. In addition, if, based on the results of the traffic analysis it is determined that the improvements are expected to only serve as an operational improvement to the intersection, it is LSA's opinion that the project could involve "...negligible or no expansion of use beyond that existing..." preparation of a Categorical Exemption (CE) under Section 15301 (c) of the CEQA Guidelines may be appropriate and has been included as an optional task. If a CE is found to be viable, the Project fee would be reduced per the fee proposal.



## 5.0 DESIGN: CLARIFICATION

BKF agrees with the Scope of Services. However, provided below is a list of anticipated plan sheets anticipated to be prepared for the project. There is no additional fee for the clarification.

ANTICIPATED PLAN SHEETS	SHEET COUNT
Title Sheet	1 Sheet
Typical Cross-Sections and General Notes	1 Sheets
Construction Details	5 Sheets
Removal Plans	2 Sheets
Utility Composite Plans	1 Sheets
Street Improvement Plan and Profile	2 Sheet
Traffic Handling/Construction Staging Plans	3 Sheets
Striping and Signing Plans	2 Sheets
Traffic Signal Modification + Video Detection Installation Plans	2 Sheet
Landscape, Irrigation Plans and Details	4 Sheets
Street Light (SCE Final Relocation Plans referenced in Bid Documents)	-
<b>Anticipated Project Sheet Count</b>	<b>23 Sheets</b>

## 6.0 DESIGN SUPPORT DURING BID AND CONSTRUCTION – CLARIFICATION

The number of hours anticipated for providing construction support services is presently included in the fee matrix. Per the RFP, the stated hours provide for the following services:

- Attend Pre-Construction Conference
- Addressing Contract Change Orders
- Review of Contractor's Submittals
- Respond to Requests for Information
- Prepare and Provide Project Record Drawings

## 8.0 WATER QUALITY MANAGEMENT PLAN – CLARIFICATION

Based on the geometrics of the from the preliminary design phase of the project, a final Water Quality Management Plan (WQMP) will be prepared. The final WQMP will be based on the approach defined in the P-WQMP or reflect the final project configuration. The final WQMP will conform to the requirements of the City's NPDES permit as issued by the regional Water Quality Control Board.



## **SECTION IV**

### **SCOPE OF SERVICES**

#### **PROJECT DESCRIPTION**

Yorba Linda Boulevard between Imperial Highway and Lakeview Avenue is a six-lane arterial highway. The close proximity of the Yorba Linda Boulevard/Imperial Highway and Yorba Linda Boulevard/Lakeview Avenue intersections along with heavy turning movements contribute to congestion at these intersections during the peak travel periods of the day. In particular, the left turn pockets in the east-west direction have limited storage capacity and as traffic volumes increase, this will impact the east-west traffic flow through this segment of Yorba Linda Boulevard. A traffic study performed by one of the City's traffic engineering consultants indicates that adding a 2<sup>nd</sup> left turn pocket on Yorba Linda Boulevard at each intersection in the east-west direction will improve the level of service for the intersections and improve overall traffic circulation through the area.

Per the attached Project Geometric Exhibit, the proposed improvement will result in a 2<sup>nd</sup> left turn pocket addition in both the east and west directions at each intersection. This will require minor widening and realignment of the southerly side of Yorba Linda Boulevard. In order to achieve this realignment, some additional right of way will need to be acquired from properties to the south of Yorba Linda Boulevard.

The project is currently programmed in the City's Capital Improvement Program (CIP). The City has been awarded OCTA M2 Comprehensive Transportation Program Funds (CTFP) funds for engineering design and environmental phases of the project. Once the design and environmental documents are complete, additional funds for right of way and construction will be pursued.

#### **Services Requested:**

##### **1.0 Site Reconnaissance**

Consultant shall conduct a field reconnaissance with the City team to scope out project limits, verify impacts, and provide value engineering to concept plan as necessary.

##### **2.0 Utility Locating & Verification**

City will initiate utility notifications upon project award. Consultant shall review available facility maps and verify the alignment (and depths, if applicable) of all overhead & underground utilities within the project limit. Consultant is expected to provide utility locating services. Consultant shall prepare a pothole report of findings, a utility exhibit identifying affected utilities and relocations, and utility base map for design purposes. Known facilities within the area include, but not limited to:

- City storm drain
- Southern California Edison
- Southern California Gas
- Time Warner Cable
- AT&T
- OC Sanitation District
- Yorba Linda Water District (sewer & water)

City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

**Deliverable:** Utility mapping/ pothole report of conduit alignments and depths

**3.0 Topographic Survey & Right-of-way Research**

Consultant shall survey the project limits at 25-foot intervals (i.e. right-of-way, parcel lines, centerline, gutter, top of curb, flowline, back of sidewalk/ finished grade, driveways, power poles, ADA ramps, fences, landscaping, trees, utility features, raised median, signing & striping, etc). Consultant shall order up to nine (9) title reports for affected properties on the south side of Yorba Linda Blvd. and prepare plats and legals for anticipated acquisitions.

**Deliverables:** (1) Survey files (topography, DTM)  
(2) Right-of-Way exhibits, plats & legals, title reports

**3.0 Geotechnical Investigation**

Previous geotechnical evaluation was performed as part of the Town Center development and included as an attachment to this RFP. If Consultant believes any supplemental geotechnical investigation is needed, please provide scope and basis for the supplemental evaluation.

**Deliverable:** Supplemental Geotechnical Report (if applicable)

**4.0 Environmental Document – IS/MND**

Consultant shall prepare an Initial Study/ Mitigated Negative Declaration for the project. Tasks should include all technical studies and protocol surveys required for approval and impacts to adjacent properties as part of right-of-way acquisition. CEQA determination will be performed and coordinated with City's Planning Department. Consultant shall include efforts to participate in typically anticipated public meetings as required as part of the regulatory process.

**Deliverable:** Environmental Document (IS/MND anticipated)

**5.0 Design**

Consultant shall prepare 35%, 65%, and 100% level plans, specifications, and estimates for the project. Estimates shall include costs for any utility relocations and right-of-way acquisitions.

- Scope shall include complete plan set required for construction bid documents, including but not limited to street improvements, utility disposition, landscape and irrigation restoration, traffic signal modifications, signing & striping, and erosion control.
- Street Improvements include roadway widening, realignment of curb and gutter, landscaped raise medians, ADA facilities, retaining walls, driveway & sidewalk reconstruction to join existing facilities.
- Landscape & Irrigation design & restoration shall be coordinated with City's Landscape Maintenance Assessment District (LMAD), Public Works Maintenance, and Property Management on private property, behind sidewalk, and raised medians. Plant palette and irrigation layout to match LMAD/ Town Center design.
- Traffic Signal Modifications include adding camera video detection to both intersections (Yorba Linda Blvd/Imperial Highway and Yorba Linda Blvd/Lakeview Avenue). These

City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

intersections currently have advance loop detection only. Traffic signal modifications shall be coordinated with City's Traffic Manager.

- It is expected that Consultant will schedule Project Design Team (PDT) meetings bi-weekly with City team to coordinate and review submittal comments.
- **Preliminary Design (35% Submittal)** - Consultant shall prepare preliminary 35% level plans with horizontal and vertical layout and preliminary estimate.
- **Final Design (65% & 100% Submittals)** - Consultant shall prepare 65% & 100% contract documents including street improvement plans, engineer's estimate of probable costs, and specifications.

**Deliverables:** (1) 35% Submittal – Plans and Opinion of Probable Construction Cost (PDF, Excel & AutoCAD files)  
(2) 65% Submittal – Plans, Specifications, and Opinion of Probable Construction Cost (PDF, Excel, AutoCAD files)  
(3) 100% Submittal – Final Signed Plans, Specifications, and Opinion of Probable Construction Cost (PDF, Excel, AutoCAD files)

#### **6.0 Design Support During Bid and Construction**

Provide bid assistance and design support during construction (i.e. answer RFI's, review submittals, field verification) and prepare record drawings using the contractors red-lined set of plans.

- **Deliverable:** Record drawings in electronic format (AutoCAD 2020 files)

#### **7.0 Public Outreach exhibits**

Consultant shall assist the City with preparation of right-of-way exhibits and/or renderings on affected properties for outreach purposes. City staff will attend outreach meetings with property owners. Consultant should assume participation at one (1) public meeting and one (1) virtual meeting for public outreach.

- **Deliverable:** Right-of-way/ Public Outreach exhibits for affected properties

#### **8.0 Water Quality Management Plan**

Consultant shall determine project category and applicability of a Water Quality Management Plan (or equivalent document) utilizing green streets and low-impact development (LID) principles to meet Santa Ana Region MS4 requirements.

- **Deliverable:** Priority/Non-priority Water Quality Management Plan

#### **9.0 CTFP/other Grant Application (Optional Task)** *\*Consultant is not approved to proceed with optional task at this time. City may elect to have consultant proceed with optional tasks via signed change order/amendment in amounts included in the attached fee schedule.*

Consultant shall prepare an OCTA CTFP (or other) grant application package for Right of Way and Construction phases of the project based on final design.

City of Yorba Linda  
Professional Engineering Consulting Services for the  
YORBA LINDA BOULEVARD IMPROVEMENTS  
From Imperial Highway to Lakeview Avenue

**CITY RESPONSIBILITIES**

The City is providing the following reference documents:

- Project Geometric Exhibit
- Technical Memorandum – Analysis of Cost & Potential Impacts for Project Options
- Geotechnical Report from Town Center Improvements

**Standards of Work**

CONFLICTS / DESIGN EXCEPTIONS. In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

DELIVERABLE DOCUMENTS. Deliverables shall be prepared in English units and in conformance with the latest editions of applicable standards.

REFERENCE MATERIALS. The Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata.





**CONTACT**  
**CHRIS RIDEOUT, PE**  
PRINCIPAL IN CHARGE  
(949) 526-8462  
[CRIDEOUT@BKF.COM](mailto:CRIDEOUT@BKF.COM)

## EXHIBIT B

### SCHEDULE OF COMPENSATION

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed **Four Hundred Forty-Three Thousand Three Hundred Sixty-Four Dollars (\$443,364.00)** except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.



CITY OF YORBA LINDA

YORBA LINDA BOULEVARD IMPROVEMENTS

FROM IMPERIAL HIGHWAY TO LAKEVIEW AVENUE

CITY OF YORBA LINDA																												
YORBA LINDA BOULEVARD IMPROVEMENTS FROM IMPERIAL HIGHWAY TO LAKEVIEW AVENUE																												
			BKF ENGINEERS																MIG		LSA		NINYO & MOORE		WGZE			
TASK NO.	Work Task or Item DESCRIPTION	NO. OF SHEETS	PRINCIPAL CHRIS RIDEOUT		ASSOCIATE SHEILA AMPARO		ENGINEERING/SURVEY MANAGER HOOMAN JALAE/NATE PARKER		SENIOR PROJECT ENGINEER/SURVEYOR SAEED KERAYECHIAN		PROJECT ENGINEER/SURVEYOR NICHOLAS WOO, JOSEPH SILVA		DESIGN ENGINEER/STAFF SURVEYOR HONGZHI QILIN/TRAVIS FREITAG		SENIOR PROJECT ASSISTANT JASMINE MA		2 - MAN SURVEY CREW										TOTAL HOURS	TOTAL FEE
			\$264		\$230		\$207		\$192		\$169		\$147		\$106		\$315											
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
1.0	Site Reconnaissance																											
1.1	Project Management, PDT, Stakeholders, Property Owners Meetings			\$0	36	\$8,280	14	\$2,898		\$0	14	\$2,366		\$0	12	\$1,272		\$0		\$0	72	\$12,020		\$0	20	\$3,750	168	\$30,586
1.2	Site Visit and Preliminary Photographs			\$0	8	\$1,840	8	\$1,656		\$0	8	\$1,352		\$0		\$0		\$0	6	\$1,115	6	\$1,150		\$0	10	\$1,150	46	\$8,263
	Geotechnical Engineering Services					\$0		\$0															58	\$8,907				\$8,907
2.0	Utility Locating and Verification			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0				\$0		\$0		\$0	0	\$0
2.1	Utility Coordination & Notices (includes SCE Coordination)*			\$0	8	\$1,840	10	\$2,070		\$0	20	\$3,380		\$0	12	\$1,272		\$0		\$0		\$0		\$0		\$0	50	\$8,562
2.2	Utilities Potholing			\$0	4	\$920	8	\$1,656		\$0	16	\$2,704	16	\$2,352		\$0												\$7,632
2.3	Utilities Conflict Base Map			\$0	4	\$920	10	\$2,070		\$0	20	\$3,380	24	\$3,528		\$0		\$0		\$0		\$0		\$0		\$0	58	\$9,898
3.0	Topographic Survey and Right-of-Way Research																											\$0
1.3	Survey and Survey Control Data			\$0	4	\$920	30	\$6,210		\$0	12	\$2,028	48	\$7,056		\$0	56	\$17,640		\$0		\$0		\$0		\$0	150	\$33,854
3.1	Right of Way Requirements Determination			\$0	4	\$920	12	\$2,484		\$0	20	\$3,380		\$0		\$0		\$0		\$0		\$0		\$0		\$0	36	\$6,784
3.2	Resolved Boundary and Record of Survey			\$0		\$0	18	\$3,726		\$0		\$0	42	\$6,174		\$0	36	\$11,340		\$0		\$0		\$0		\$0	96	\$21,240
3.3	Plat Maps and Legal Descriptions (9)			\$0	4	\$920	12	\$2,484		\$0		\$0	72	\$10,584		\$0		\$0		\$0		\$0		\$0		\$0	88	\$13,988
4.0	Environmental Document - IS/MND WITH AB52 CONSULTATION																		460	\$71,245								\$71,245
5.0	Design (Including Specifications and Estimates)																											\$0
5.1	Title Sheet	1		\$0	4	\$920		\$0	8	\$1,536	12	\$2,028	12	\$1,764		\$0		\$0		\$0		\$0		\$0		\$0	28	\$6,248
5.2	Typical Cross-Sections and General Notes	1		\$0	6	\$1,380		\$0	16	\$3,072	16	\$2,704	12	\$1,764		\$0		\$0		\$0		\$0		\$0		\$0	34	\$8,920
5.3	Construction Details (includes Intersection Detail)	5		\$0	8	\$1,840	16	\$3,312		\$0	30	\$5,070	30	\$4,410		\$0		\$0		\$0		\$0		\$0		\$0	84	\$14,632
5.4	Removal Plans	2		\$0	4	\$920		\$0	8	\$1,536	12	\$2,028	20	\$2,940		\$0		\$0									36	\$7,424
5.5	Utility Composite Plans	1		\$0	4	\$920		\$0	8	\$1,536	16	\$2,704	20	\$2,940		\$0		\$0		\$0		\$0		\$0		\$0	40	\$8,100
5.6	Street Improvement Plan and Profile	2		\$0	24	\$5,520	36	\$7,452		\$0	60	\$10,140	60	\$8,820		\$0		\$0		\$0		\$0		\$0		\$0	180	\$31,932
5.7	Traffic Handling/Construction Staging Plans	3		\$0	8	\$1,840	16	\$3,312		\$0	30	\$5,070	30	\$4,410		\$0		\$0				\$0		\$0		\$0	84	\$14,632
5.8	Striping and Signing Plans	2		\$0	4	\$920	12	\$2,484		\$0	16	\$2,704	16	\$2,352		\$0		\$0									48	\$8,460
5.9	Traffic Signal Modification & Video Detection Installation Plans	2																							150	\$20,100		\$20,100
5.10	Landscape, Irrigation Plans and Details	4																141	\$22,535									\$22,535
6.0	Design Support During Bid and Construction			\$0	4	\$920	8	\$1,656	8	\$1,536		\$0		\$0		\$0		\$0	25	\$3,785				\$0	25	\$3,275	62	\$11,172
7.0	Public Outreach Exhibits			\$0	8	\$1,840	12	\$2,484		\$0	12	\$2,028		\$0	0	\$0		\$0	46	\$7,170		\$0		\$0		\$0	78	\$13,522
8.0	Water Quality Management Plan			\$0	4	\$920	16	\$3,312	20	\$3,840	8	\$1,352		\$0	0	\$0		\$0				\$0		\$0		\$0	28	\$9,424
	REIMBURSABLES (TITLE REPORTS \$13,500, POTHOLE \$9,600, AERIAL WITH PHOTOS\$3,000, MILEAGE \$500)																\$26,600				\$2,558				\$1,914	0	\$31,072	
	Not to Exceed Agreement Total Amount:		0	\$0	150	\$34,500	238	\$49,266	68	\$13,056	322	\$54,418	402	\$59,094	24	\$2,544	92	\$55,580	218	\$34,605	538	\$86,973	58	\$8,907	205	\$30,189	1394	\$429,132
	OPTIONAL SERVICES																											
	CTFP/Other Grant Application																									***\$7,000		

\* EXCLUDES CONVERTING CADD FILES PER SCE'S CADD STANDARDS. IF REQUIRED, BKF WILL SUBMIT AN ADDITIONAL SERVICE REQUEST TO THE CITY FOR REVIEW AND APPROVAL

\*\* AS PRESENTED DURING OUR INTERVIEW, WE HAVE WORKED WITH EPIC LAND SOLUTIONS ON MULTIPLE PROJECTS. IF REQUESTED BY THE CITY, WE WILL PROVIDE A SCOPE AND FEE FOR RIGHT OF WAY ACQUISITION SERVICES (i.e. APPRAISALS, NEGOTIATIONS, PURCHASE AND SALE AGREEMENTS, ETC)

\*\*\* OPTIONAL TASK - Listed fees for optional tasks are not included in agreement award amount (Total). The City's contract representative may request that optional tasks be performed by consultant, at the listed rates, via written task order supplement.

## **EXHIBIT C**

### **SCHEDULE OF PERFORMANCE**

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit “A” in accordance with the attached project schedule.

