

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KOA CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of March, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KOA CORPORATION, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services in connection with the Adams Avenue and Pinecreek Drive Intersection Project, as more fully described herein; and

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

C. WHEREAS, City issued a Request for Proposals for Engineering Design Services for Adams Avenue and Pinecreek Drive Intersection Project ("Project A") and Adams Avenue Bicycle Facility Project ("Project B"), dated November 9, 2020, incorporated by this reference as if fully set forth herein ("RFP"); and

D. WHEREAS, Consultant submitted a response to the City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference; and

E. WHEREAS, City and Consultant desire to contract for the specific services described in the RFP and Exhibits "A" and "B" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services for Project A in accordance with the RFP, Consultant's Proposal, and Consultant's approved Cost Proposal, attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound

professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by

City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. PERFORMANCE PERIOD**

2.1. This Agreement shall go into effect on March 16, 2021, contingent upon approval by City, and Consultant shall commence work after notification to proceed by the City's Contract Administrator or Project Manager. This Agreement shall end on March 15, 2023, unless extended by an amendment to this Agreement. This Agreement may be extended by two (2) additional one (1) year periods.

2.2. Consultant is advised and agrees that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.

2.3. Consultant shall perform the services set forth herein in strict compliance with the Project Schedule approved by City as set forth in Exhibit A. The Project Schedule may be amended by mutual agreement of the parties.

## **3.0. ALLOWABLE COSTS AND PAYMENTS**

3.1. The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in the Scope of Services. No additional compensation will be paid to Consultant, unless there is a change in the Scope of Services or the scope of the Project. In the instance of a change in the Scope of Services or scope of the Project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by Agreement amendment and approved by City.

3.2. Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in Scope of Services, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 6 (Termination).

3.3. Consultant shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

3.4. Consultant will be reimbursed within thirty (30) days upon receipt by City's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of Section 5 (Equipment Purchase and Other Capital Expenditures). The final invoice must be submitted within sixty (60) calendar days after completion of Consultant's work unless a later date is approved by the City. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Ramin Nikoui

3.5. The total amount payable by City shall not exceed One Hundred Ten Thousand Seven Hundred Eighty-Seven Dollars and Three Cents (\$110,787.03).

3.6. City shall make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If City fails to pay promptly, City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, City shall act in accordance with both of the following:

- (a) Each payment request shall be reviewed by City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to Consultant as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **4.0. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

4.1. Consultant agrees that the provisions of 48 C.F.R. Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual items of cost.

4.2. Consultant also agrees to comply with federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.3. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31 or 2 C.F.R. Part 200 are subject to repayment by Consultant to City.

4.4. If Consultant or a subconsultant is a non-profit organization or an institution of higher education, the Cost Principles for Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **5.0. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

5.1. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

5.2. For purchase of any item, service or consulting work not covered in Consultant's approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with prior authorization by City's Contract Administrator, three (3) competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

5.3. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

- (a) Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.
- (b) Regulation 2 C.F.R. Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

## 6.0. TERMINATION

6.1. This Agreement may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

6.2. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

6.3. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

6.4. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## **7.0. RETENTION OF RECORDS/AUDIT; AUDIT REVIEW PROCEDURES**

7.1. For the purpose of determining compliance with Government Code section 8546.7, Consultant, subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. City, Caltrans Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Consultant, subconsultants, and Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

7.2. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by City's Chief Financial Officer.

7.3. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.

7.4. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

7.5. Consultant and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R. Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City's Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

7.6. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by Consultant and approved by the City's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations

included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- (a) During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 C.F.R. Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- (1) If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - (2) If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - (3) If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- (b) If IOAI is unable to issue a cognizant letter per Section 7.6(a) above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  - (c) If Consultant fails to comply with the provisions of this Section 7.6, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 7.6(a) above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
  - (d) Consultant may submit to City its final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and (3) IOAI has issued its final ICR review letter. Consultant must submit its final invoice to City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## 8.0. FUNDING REQUIREMENTS

8.1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

8.2. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or City's City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

8.3. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

8.4. City has the option to terminate the Agreement pursuant to Section 6 (Termination), or by mutual agreement to amend the Agreement to reflect any reduction of funds.

## 9.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single



limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

## 10.0. SUBCONTRACTING

10.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subagreement or subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

10.2. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Contract Administrator, except that which is expressly identified in Consultant's approved Cost Proposal.

10.3. Any subcontracts and subagreements entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

10.4. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.

10.5. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator in advance of assigning work to a substitute subconsultant.

10.6. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant or subconsultant to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorneys' fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

10.7. No Retainage of Funds. No retainage will be held by the City from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This

clause applies to both DBE and non-DBE subconsultants.

## **11.0. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

11.1. Consultant, subrecipient (City), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 C.F.R. 26). To ensure equal participation of DBEs provided in 49 C.F.R. 26.5, City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that it made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- (a) 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- (b) 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- (c) Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 C.F.R. 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 C.F.R. Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

11.2. The goal for DBE participation for this Agreement is five percent (5.0%). Participation by DBE consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment, as set forth in Exhibit A. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met

11.3. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 C.F.R. Part 26 for guidance

regarding evaluation of good faith efforts to meet the DBE goal.

11.4. Contract Assurance. Under 49 C.F.R. 26.13(b): Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying Consultant from future proposing as non-responsible

11.5. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in Consultant's Proposal.

City authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

- (a) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the Project.
- (b) City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
- (c) Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
- (d) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- (e) Listed DBE's work is unsatisfactory and not in compliance with the Agreement.
- (f) Listed DBE is ineligible to work on the Project because of suspension or debarment.

- (g) Listed DBE becomes bankrupt or insolvent.
- (h) Listed DBE voluntarily withdraws with written notice from the Agreement.
- (i) Listed DBE is ineligible to receive credit for the type of work required.
- (j) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Agreement.
- (k) City determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with five (5) days to respond to the notice and advise Consultant and City of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

- (a) One or more of the reasons listed in the preceding paragraph.
- (b) Notices from Consultant to the DBE regarding the request.
- (c) Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

11.6. Commitment and Utilization. City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

Consultant shall:

- (a) Notify the City's Contract Administrator or designated representative of any changes to its anticipated DBE participation.
- (b) Provide this notification before starting the affected work.
- (c) Maintain records including:
  - (i) Name and business address of each 1st-tier subconsultant;
  - (ii) Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier; and
  - (iii) Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment).

If Consultant is a DBE consultant, it shall include the date of work performed by its own

forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the City. On work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the City within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the City within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City will release the withheld amount upon submission of the completed form.

In the City's reports of DBE participation to Caltrans, the City must display both commitments and attainments.

11.7. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

11.8. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

11.9. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

11.10. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

11.11. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's

Contract Administrator within thirty (30) calendar days.

11.12. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the City.

11.13. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

## **12.0. CONFLICT OF INTEREST**

12.1. During the term of this Agreement, Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

12.2. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

12.3. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

12.4. Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

## **13.0. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **14.0. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

14.1. Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code section

12990 and Section 8103 of Title 2 of the California Code of Regulations.

14.2. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

14.3. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.), the applicable regulations promulgated there under (2 C.C.R. section 11000 et seq.), the provisions of Government Code sections 11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth 2 C.C.R. sections 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14.4. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this Section.

14.5. Consultant and its subconsultants shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other Agreement.

14.6. Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this Agreement.

14.7. Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

14.8. Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 C.F.R. Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. section 21.5, including employment practices and the selection and retention of Subconsultants.



14.9. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 C.F.R. 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

14.10. Consultant shall comply with the requirements set forth in Appendix E of the Title VI Assurances, attached hereto as Exhibit "C" and incorporated herein by this reference.

#### **15.0. DEBARMENT AND SUSPENSION CERTIFICATION**

15.1. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- (a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (b) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- (c) Does not have a proposed debarment pending; and
- (d) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

15.2. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

15.3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

#### **16.0. GENERAL PROVISIONS**

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

16.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals,

directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

KOA Corporation  
2141 W. Orangewood Ave.  
Orange, CA 92868  
Tel: (714) 573-0317  
Attn: Matt Stepien

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5359  
Attn: Ramin Nikoui

Courtesy copy to:

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

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

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

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

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

16.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

16.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

16.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade

secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

interpretation of this Agreement.

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

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

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

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

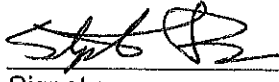
16.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

[Signatures appear on following page.]

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


**CONSULTANT**

  
Signature

Date: 3/22/2021


STEPHEN RISE, VICE PRESIDENT  
[Name and Title]

**CITY OF COSTA MESA**

  
Lori Ann Farrell Harrison  
City Manager

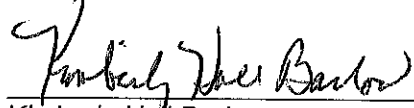
Date: 04/01/21

ATTEST:

 4/5/2021  
Brenda Green  
City Clerk




APPROVED AS TO FORM:

  
Kimberly Hall Barlow  
City Attorney

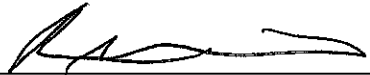
Date: 3/31/21

APPROVED AS TO INSURANCE:

  
Ruth Wang  
Risk Management


Date: 3/30/21

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ramin Nikoui  
Project Manager


Date: March 25, 2021

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 3-29-2021

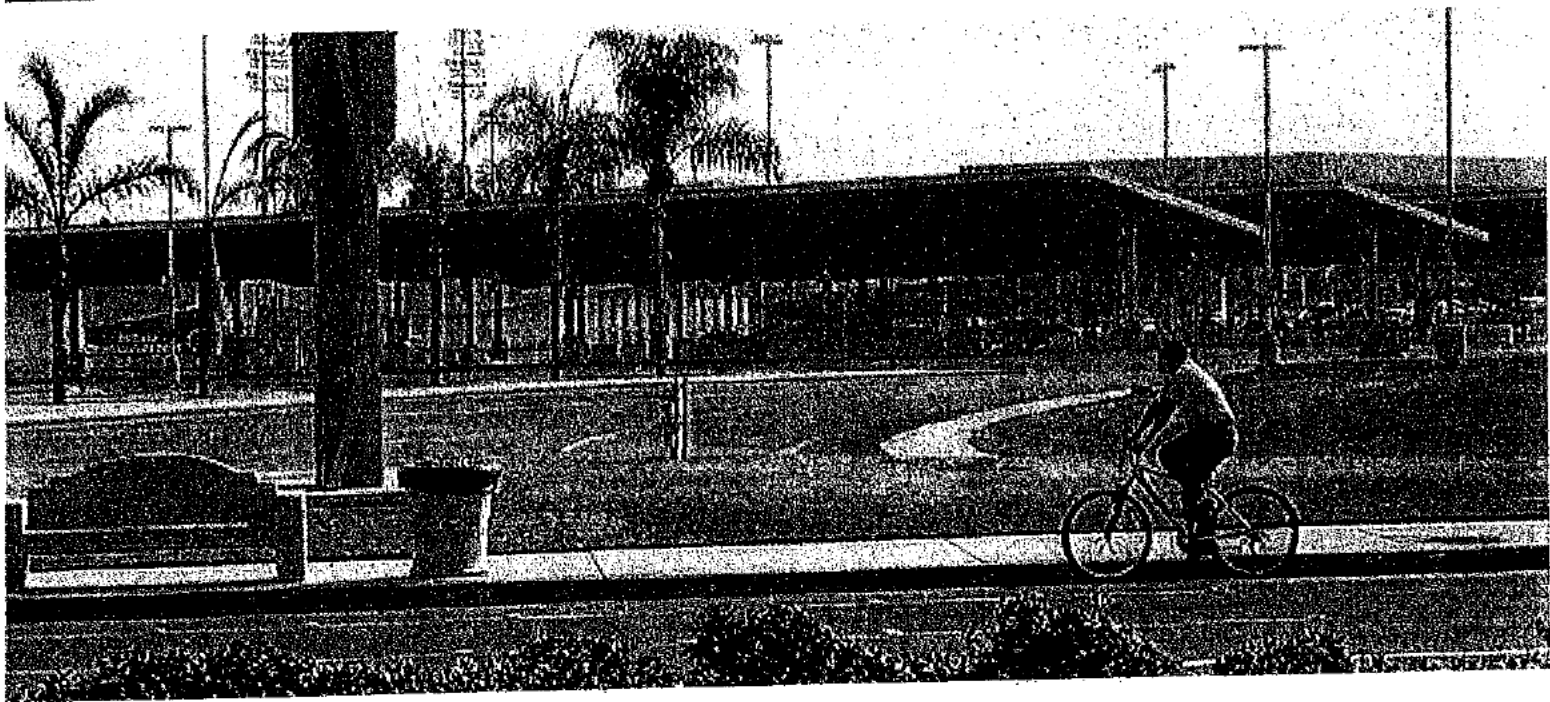
APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: March 24, 2021



**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



PROPOSAL FOR  
ENGINEERING DESIGN SERVICES FOR ADAMS  
AVENUE AND PINECREEK DRIVE INTERSECTION  
PROJECT ("PROJECT A") AND ADAMS AVENUE  
BICYCLE FACILITY PROJECT ("PROJECT B")  
CITY OF COSTA MESA



DECEMBER 9, 2020



TO  
Mr. Ramin Nikoui  
Assistant Engineer  
City of Costa Mesa  
Public Services Department  
Transportation Services Division  
4th Floor, City Hall  
77 Fair Drive  
Costa Mesa, CA 92628

FROM  
Ms. Min Zhou, PE  
CEO  
mzhou@koacorp.com  
T: (323) 260-4703

RFP  
**Engineering Design Services for  
Adams Avenue and Pinecreek  
Drive Intersection Project  
("Project A") and  
Adams Avenue Bicycle Facility  
Project ("Project B")**

DATE  
December 9, 2020

Dear Mr. Nikoui:

KOA Corporation (KOA) has established itself as one of the leaders in ATP Projects – pedestrian and bicycle mobility - in Southern California. More specifically and more importantly to the current RFP, KOA is currently completing the ATP project on Adams Avenue between the Santa Ana River and Royal Palm Drive in Costa Mesa, which will help during the design and review phases of the project, since we know the City staff, issues and procedures. This Costa Mesa and Adams-specific knowledge, combined with KOA's superior experience on ATP and intersection widening projects, makes us a perfect fit for the design of the Adams/Pinecreek Intersection and Adams Avenue Bicycle Facility Projects.

One of KOA's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort and so that surprises are eliminated or significantly reduced during the design process. For this specific proposal, our effort has included the following work.

- A thorough review of the RFP
- Gathering of existing right-of-way information from the Orange County Surveyor's office
- Detailed field reviews, focusing on pedestrian and bicycle safety, existing constraints, and existing right-of-way
- Review of the pavement rehabilitation plans for this segment of Adams from 2009
- Detailed evaluation of all existing curb ramps at Adams/Harbor and Adams/Fairview for ADA-compliance
- Brief structural review of the effort to reconstruct the existing OCC sign in the SW quadrant of S Street (OCC side of Pinecreek Drive), including the cost to reconstruct
- Numerous discussions amongst the team to identify specific safety, ADA-compliance, bicycle, and traffic issues
- Analysis of existing conditions, the proposed City concept for Project A, and development of a potential concept-level alternative plan

As a result of the effort described above, we have identified a conceptual plan for Project A and Project B which will result in improved safety and reduced construction costs. The potential advantages of our concepts, which will obviously need additional analysis, include the following:

- A lower design and construction cost, increasing the likelihood of the project fitting within the grant budget
- Ensuring slower/safer right-turn speeds entering OCC from eastbound Adams
- Eliminating the need for pedestrians to enter the roadway a second time at the southwest corner, reducing the potential for conflict with high-speed vehicles approaching the turn from eastbound Adams Avenue



- Eliminating the short merging movement between eastbound right-turns and westbound left-turns on S Street
- Eliminating the need to reconstruct the vertical OCC marquee sign at the southwest corner (which is preliminarily estimated to be at least \$70k), while also avoiding shifting the sign further west on Adams and thereby making it less visible to students
- Eliminating the potential for the relocated marquee's digital sign board to interfere with the visibility of pedestrians crossing the slip right-turn lane, especially at night
- Eliminating the visual distraction of motorists reading the sign while making the right turn on the slip ramp
- Aligning the south crosswalk to be more closely perpendicular with the Adams Avenue alignment through the intersection, offering better sight lines to pedestrians

Ultimately, the success of this project will be based on paying attention to the design details. The experience of the KOA project team, combined with our constructability reviews and proven QA/QC procedures, help to assure the City that cost-effective solutions are developed and that the details of the project design are being closely scrutinized and double-checked.

In addition to our efforts to understand the project at the proposal stage, KOA offers expertise and experience that provide us with unparalleled discriminators in Southern California, as summarized below.

**Safety.** KOA will make safety the most important aspect of these two projects. As discussed throughout our proposal, free right turns are rarely being designed in Southern California any longer, due to the potential vehicle/pedestrian conflicts at crosswalks. Similarly for Project B, bicycle safety will be a primary issue in the design of the Class II bike lanes.

**ATP Project Specialists.** KOA is the leader in Southern California in designing ATP projects. As reflected in the related experience section of this proposal, we specialize in these types of projects and are familiar with all of the nuances involved during the design process.

**Federal Project Expertise.** As reflected in the related experience section of this proposal, KOA has extensive expertise in preparing design documents for federally funded projects.

**ADA Compliance.** As a handicapped engineer, our Project Manager takes ADA compliance seriously. The KOA team has designed over 200 curb ramps for the City of Long Beach over the last 3 years and hundreds more for other local municipalities in Los Angeles and Orange Counties.

KOA has completed multiple ATP and intersection widening projects for the same agencies, which is a good indication of past performance and confidence with KOA staff. The assembled team members have an average of over 20 years of experience in their respective areas of expertise. In addition to their specific industry experience, the team has extensive experience working together on many similar projects throughout Southern California. This experience will enable Costa Mesa to have a quality end product that proceeds on-schedule, is designed within budget at a reasonable cost, and is constructed without problems.

Sincerely,  
KOA Corporation

A handwritten signature in cursive script that reads "Min Zhou".

Min Zhou, PE  
CEO



## SECTION 1 | PROJECT UNDERSTANDING

### OVERVIEW

The City of Costa Mesa proposes to construct two bikeway projects (Projects A and B) on Adams Avenue between Harbor Boulevard and Fairview Road. Project A will reconstruct the south side of the intersection of Pinecreek and Adams to provide enhanced bicycle, pedestrian, and transit facilities, while Project B will bring dedicated bikeway access for the entire segment between Harbor Boulevard and Fairview Road. Together, the two projects will serve to complement the proposed bike lanes that KOA is currently designing on Adams Avenue to the west and the recently completed ATP improvements on Fairview Road, northerly to Baker Avenue.

### PROPOSAL EFFORT

One of KOA's discriminating factors is our objective to have a comprehensive understanding of the project issues at the proposal level, so that we can provide the most appropriate personnel and level of effort, and that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following:

- A thorough review of the RFP
- Gathering of existing right-of-way information from the Orange County Surveyor's office
- Detailed field reviews, focusing on pedestrian and bicycle safety, existing constraints, and existing right-of-way
- Reviewed the pavement rehabilitation plans for this segment of Adams from 2009
- Detailed evaluation of all existing curb ramps at Adams/Harbor and Adams/Fairview for ADA-compliance
- Brief structural review of effort to reconstruct the existing OCC sign in the SW quadrant of S Street, including the construction cost to reconstruct
- Numerous discussions amongst the team to identify specific safety, ADA-compliance, and bicycle and traffic issues
- Development of potential concept-level alternative plan

### KOA DISCRIMINATORS

#### SAFETY

KOA will make safety the most important aspect of these two projects. As discussed below, free right turns are rarely being designed in Southern California any longer, due to the potential vehicle/pedestrian conflicts at crosswalks. Similarly for Project B, bicycle safety will be a primary issue in the design of the Class II bike lanes.

#### ATP PROJECT SPECIALISTS

KOA is the leader in Southern California in designing ATP projects. As reflected in the related experience section of this proposal, we specialize in these types of projects and are familiar with all of the nuances involved during the design process.

#### FEDERAL PROJECT EXPERTISE

As reflected in the related experience section of this proposal, KOA has extensive expertise in preparing design documents for federally funded projects.

#### STRETCHING THE CITY'S CONSTRUCTION DOLLARS

One of KOA's primary objectives on roadway projects is to stretch the City's construction dollars. Specifically for Project A, we have preliminarily identified a less-costly right-turn alternative for eastbound traffic to southbound S Street, which in addition to eliminating the need to reconstruct the costly OCC sign in the SW quadrant, would also eliminate the need to construct a bus turnout in the SE quadrant. For Project B, the bike lanes can be added without having to widen the outside curbs.

#### PROVIDING VALUE TO THE CITY THROUGH COSTS

One of the elements of the design of a project that KOA pays special attention to is the preparation of realistic construction estimates. For Project A we have included a structural engineer to potentially prepare plans for the reconstruction of the OCC sign and to provide a construction cost estimate. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with KOA's construction personnel and contractors. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the construction budget or if adjustments need to be made.

**ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)**

CITY OF COSTA MESA

## SECTION 1 | PROJECT UNDERSTANDING

### ADA COMPLIANCE

As a handicapped engineer, our Project Manager takes ADA-compliance seriously. The KOA team has designed over 200 curb ramps for the City of Long Beach over the last 3 years and hundreds more for other local municipalities in Los Angeles and Orange Counties.

### DESIGN DISCUSSION

#### ADA COMPLIANCE (BOTH PROJECTS)

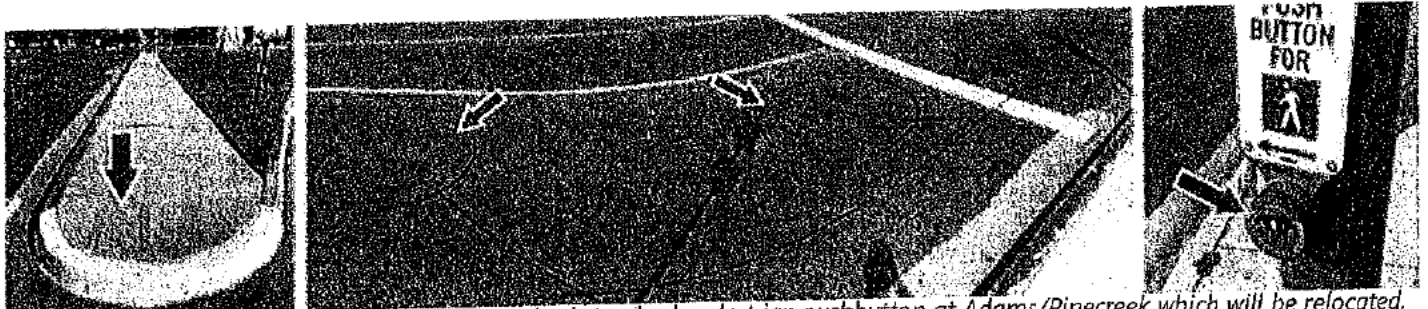
All curb ramps at the Pinecreek intersection, as well as at the Harbor and Fairview intersections, will need to be ADA-compliant. As discussed above, our field review included detailed measurements of the various criteria for all of the existing ramps. Only the southeast curb return at Fairview is non-compliant. At Pinecreek, we recognize that the relocation/replacement of some traffic signal poles, pull boxes, and loop detectors will be required. The pedestrian access route at Pinecreek is currently discontinuous between the southerly sidewalk west of Pinecreek and the raised island at the southwest corner of the intersection.

#### UTILITY IMPACTS (PROJECT A)

There are several utility obstructions at the southwest and southeast corners of Adams/Pinecreek that will need to be relocated, adjusted, and/or otherwise investigated for coordination with the proper utility company or agency. The placement of utility lines and vaults/manholes/access covers, and conflicts with landscaping (trees), signal poles, light poles, other utilities and infrastructure will be reviewed. Curb drains and several catch basins will need to be relocated to the new curb face(s) at the southwest corner at Pinecreek.

#### TRAFFIC SIGNALS (BOTH PROJECTS)

Reconstructing the southwest/southeast corners at Pinecreek will require traffic signal modifications to redesign and relocate traffic signal poles, realign signal heads to the new lane configurations, update push buttons and pedestrian signal heads to ADA compliance, and reinstall loop detection. As shown in Exhibit 1, KOA staff conducted a preliminary field walk of the corridor and noted that the pushbuttons at the northwest and northeast corners of the intersection are also substandard and not in conformance with current Caltrans requirements. These pushbuttons must be replaced with California Manual for Uniform Traffic Control Devices (CA MUTCD)-compliant pushbutton housings (APS will be considered). complete with minimum 2" diameter buttons and informative pedestrian crossing placards.



*Exhibit 1 – Existing pullboxes, detector loops, and substandard pedestrian pushbutton at Adams/Pinecreek which will be relocated, modified, or replaced as part of the reconstructed southwest corner*

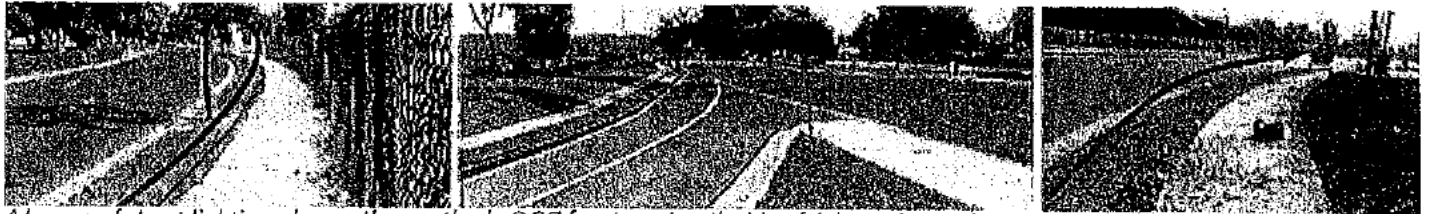
#### BUS STOP RELOCATION (PROJECT A)

OCTA bus route 178 travels through Adams Avenue with an eastbound bus stop at Pinecreek/OCC (near-side). KOA will work with the City in providing a design that relocates the eastbound near-side bus stop/bench at Pinecreek to the east (far) side of the intersection, matching the lane realignments and bike lane, complete with a new bus turnout, OCTA-compliant shelter, and bus schedule amenities to accommodate OCTA patrons. The existing bus shelter extends from the back of walk to 32" toward the curb. Therefore, in order to provide a minimum of 4 feet of pedestrian clearance around the new bus shelter at Adams/Pinecreek, the new sidewalk will need be designed to provide adequate clearance.

## SECTION 1 | PROJECT UNDERSTANDING

### STREET LIGHTING (PROJECT A)

With the exception of safety lighting at the Adams/Pinecreek traffic signal, there are currently no street lights on the south side of Adams Avenue through the entire 2,800' stretch of frontage along the OCC northerly campus property. Therefore, as confirmed by the City, mid-block street lighting will need to be provided in the sidewalk on both Adams and along the length of the eastbound right-turn slip lane. KOA will use AGI32 street lighting design software to calculate photometrics, review illumination, and prepare street lighting and electrical plans to provide sufficient visibility for drivers, pedestrians, and bicyclists.



*Absence of street lighting along the northerly OCC frontage (south side of Adams Avenue)*

### ALTERNATIVES DISCUSSION (PROJECT A)

As stated earlier in this proposal, KOA makes a significant effort during the proposal stage to have a comprehensive understanding of the project issues and to attempt to eliminate surprises during the design process. To that end, we have prepared Exhibit 2 (see end of proposal), to provide the City with a potential concept-level plan of both projects integrated as one over the existing baseline conditions:

As seen in Exhibit 2, an important design challenge to consider in order to accommodate new bike lanes on Adams Avenue is the exclusive right-turn lane in the eastbound direction, shown in the City's concept design. By standard practice, the exclusive right-turn lane will require that the bike lane be aligned to the left-hand side of the right-turn lane. The remaining travel lanes and left-turn lane would then be offset from their original alignment on approach to the intersection, which will require some traffic signal modification design to ensure that proper vehicle detection is maintained. Bicyclists queuing up in the new bike lanes at the traffic signal should also be given adequate signal detection, which can be done by adding bicycle video detection zones, bike loops, or bicycle pushbuttons on the signal poles or on new stub poles within reaching distance of the bike lane, if located curbside.

The inset detail shown on Exhibit 2 illustrates one proposed alternative approach for Project A's eastbound right-turn lane. For this alternative, the right-turn slip lane would be eliminated altogether, replaced with an exclusive right-turn lane and a traditional crosswalk/sidewalk path at the southwest corner. There are several advantages to implementing this plan.

- Lowers the design and construction cost, increasing the likelihood of the project fitting within the grant budget
- Ensures slower/safer right-turn speeds entering OCC from eastbound Adams Avenue
- Eliminates the need for pedestrians to enter the roadway a second time at the southwest corner, reducing the potential for conflict with high-speed vehicles approaching the turn from eastbound Adams Avenue
- Eliminates the short merging movement between eastbound right-turns and westbound left-turns
- Eliminates the need to reconstruct the vertical OCC marquee sign at the southwest corner (which is preliminarily estimated to be at least \$70k), while also avoiding shifting the sign further west on Adams Avenue and thereby making it less visible to students (see Exhibit 3)
- Eliminates the potential for the relocated marquee's digital sign board to interfere with the visibility of pedestrians crossing the slip right-turn lane, especially at night
- Eliminates the visual distraction of motorists reading the sign while making the right turn on the slip ramp
- Avoids having to relocate electrical and communication pull boxes and conduit
- Aligns the south crosswalk to be more closely perpendicular with the Adams Avenue alignment through the intersection, offering better sight lines to pedestrians

## SECTION 1 | PROJECT UNDERSTANDING

Potential drawbacks of this alternative include:

- Reduction to traffic flow/level of service at the intersection for high right-turn volumes in contrast to providing a free and channelized right-turn lane
- The possibility that pedestrians might, over time, create a "desired path" that cuts across the re-landscaped area if it is perceived that the sidewalk path around the reduced radius is an impediment to the fastest walking route. KOA will discuss design options with the City and consider if perhaps a separate side path connecting the south/west sidewalk routes on Adams and S Street would be warranted in conjunction with a traditional right-turn configuration at the corner.

In addition to time and cost savings during design, the City can take a number of actions for additional savings during construction.

- Traffic signal materials currently have a procurement lead time of 6 to 8 months. Any traffic signal standard equipment such as poles, mast arms, vehicle/ped heads, etc. can be purchased by the City ahead of time and provide the equipment for the Contractor. Alternatively, the City could issue the Contractor a preliminary NTP so that materials can be ordered as soon as possible prior to the actual construction start date.
- Work with KOA to select a design and construction method to reduce work/time, such as keeping existing curb and gutter in place as much as possible, particularly along Adams Avenue outside of the Pinecreek intersection
- Reuse existing trees and boxes within the existing median area (adjust at station) to the extent possible
- Adjust the design to accommodate existing traffic signal poles, signal heads, pullboxes, conduit, mast arm, and pushbutton equipment as much as possible
- Reduce median landscaping area/material costs as much as possible by maintaining the minimum allowable travel widths acceptable by the City of Costa Mesa (e.g., would require foregoing the possibility of adding buffered striping to the bike lanes)
- Utilizing energy-saving LED lamps and luminaire heads for the street lights



*Exhibit 3 -- Existing digital marquee & electrical/communications equipment impacted by the design*

### ALTERNATIVES DISCUSSION (PROJECT B)

Project B will add a Class II bikeway (on-street marked bicycle lanes) on Adams Avenue, closing the gap on the Adams Bike Lane between Harbor and Fairview and enhancing bike mobility on Adams. Project B would also improve bike connections further west to where it connects to the Santa Ana River Trail and to the City of Huntington Beach's Class II bikeway along Adams. Other important connection points to future facilities include the Class I OCC West Bicycle Trail connecting Adams Avenue to Merrimac Way to the south, and the Class III bike boulevard on Peterson Place which will facilitate bike travel between Adams and Mesa Verde East.

The main design constraint to implementing Project B is the limited curb-to-curb width of the roadway and the width of the traveled way between the existing raised landscaped median and the outside curbs. Adding bike lanes to this segment of Adams Avenue will require changing the existing three-lane per direction traveled-way width from 35 feet, typically, to a minimum of 39 feet wide. Instead of widening the street (a costly alternative), the median width can be reduced along various stretches of the 3,600' segment on Adams.

The proposed design will involve the following:

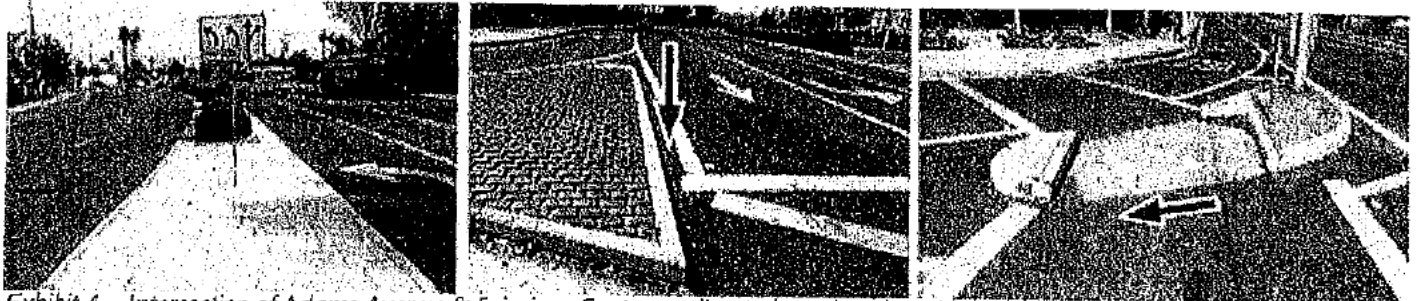
- Reconstructing the raised median curb
- Removing interfering existing landscape and hardscape, including some mature trees
- Adjusting irrigation and utility cover access



## SECTION 1 | PROJECT UNDERSTANDING

- Adding bike lane guide signage at regular intervals in each direction
- Re-stripping the westbound and eastbound lanes to maintain three lanes of travel in addition to the new bike lanes

On the north side of Adams Avenue, just east of Pinecreek Drive, there is also an existing on-street parking lane which KOA will maintain. Our conceptual-level plan would permit the on-street parking lane to remain by marking the bike lane between the parking and outside (#3) travel lane. Where there exists a raised "porkchop" island for pedestrian refuge at the intersection, the bike lane will be located between the island curb and the outer travel lane (see Exhibit 4).



*Exhibit 4 – Intersection of Adams Avenue & Fairview: Center median to be reduced, and location of new bike lane (beginning and end) at the crosswalk adjacent to the existing porkchop islands*

The two signalized intersections at the ends of the corridor (Adams at Harbor Boulevard and Adams at Fairview Drive) present important design challenges that must also be considered in order to accommodate the new bike lanes. The exclusive right-turn lanes at each intersection will require that the bike lanes be channeled and aligned to the left-hand side of the right-turn lane. The remaining travel lanes and left-turn lane will then be offset from their original alignment on approach to each intersection, which will require some traffic signal modification design to ensure that proper vehicle detection is maintained. Bicyclists queuing up in the new bike lanes at the traffic signals will also need to be given adequate signal detection, which can be done by adding bicycle video detection zones, bike loops, or bicycle pushbuttons on the signal poles or on new stub poles within reaching distance of the bike lane, if located curbside.

We are therefore assuming that no outside curb and gutter will be moved for the project length. However, the entire remaining roadway area in between the north and south outside curbs on Adams Avenue between Harbor Boulevard and Fairview Avenue will be modified in some way. This will primarily involve median trimming along the corridor, which will impact some of the existing tree wells in the median; narrowing and realigning the travel lanes; and providing traffic signal modifications at the three signalized intersections. Project B will tie into Project A at the intersection of Adams/Pinecreek,



## SECTION 2 | WORK PLAN

This section constitutes a refinement to the Scope of Work presented in the RFP. KOA commits to carrying out the tasks and producing the deliverables outlined by the City, through the means and methods discussed below.

### **PHASE 0: PROJECT APPROACH, PROJECT MANAGEMENT & ADMINISTRATION**

KOA will supervise, coordinate, and monitor the work on a continuous basis in conformance with the City of Costa Mesa's requirements. KOA will coordinate between City staff, subconsultants, Orange Coast College (OCC), Southern California Edison (SCE), and other affected agencies and utility companies. KOA will prepare meeting agendas and minutes for every meeting and provide progress reports, invoices, and the schedule updates as needed. Once the contract has been signed, Mr. Matt Stepien, PE, the KOA Project Manager, will organize an initial meeting with the City of Costa Mesa to kick-start the project, along with key staff from our team. The meeting will serve to ensure the design team and City staff have a mutual understanding of tasks to be completed, the schedule of work, and any other logistics that need to be discussed.

We are proposing numerous virtual progress meetings with the City throughout the course of the project. The meetings will serve to update the City of the project progress and discuss issues. Matt will work closely with the City, design staff, and subconsultants to uphold the project schedule and budget. He will also conduct internal project meetings and maintain open lines of communication with all staff involved to advance the project. Matt will serve as the point of contact and liaison between the City's Project Manager and stakeholders.

In addition to obtaining environmental clearance, the City must obtain right-of-way certification and Authorization to Proceed with Construction. These efforts can be cumbersome, requiring coordination between the Caltrans Local Assistance Engineer (DLAE) and our environmental subconsultant, ECORP, who will be preparing the required studies, as needed. Grant management to comply with OCTA's BCI program and Caltrans may be provided as an optional task in this scope of work. KOA will maintain a log of deliverables and discussions to obtain environmental clearance.

#### **Deliverables**

- Agenda & Minutes
- Project Progress Reports
- Invoices
- Updated Project Schedules
- Grant Log (Optional)

### **PHASE 1: TOPO SURVEY, UTILITY RESEARCH, PROJECT DATA COLLECTION RESEARCH AND UTILITY COORDINATION**

KOA will begin the project by requesting from the City record drawings and documents relevant to the project site(s). In addition to the street improvement and traffic signal plans already provided by the City during the proposal phase, other record drawings and documents could include, but are not limited to studies, reports, topographic maps, centerline ties, corner records, or other as-built plans. KOA will send utility notification requests and compile any/all underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary. Utility notification responses will be logged in a Microsoft Excel file.

#### **SURVEY**

Huitt-Zollars will research at the City of Costa Mesa and County of Orange Department of Public Works for survey record information and will calculate a "record" centerline alignment to be used for the initial centerline monument recovery survey. Huitt-Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. The basis of bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum will be based on the County of Orange Department of Public Works. Work will include level run and horizontal control.



## SECTION 2 | WORK PLAN

**Project A** - Huitt-Zollars will provide the field work described below.

- Topo and cross-sections to 10' beyond existing back of walk in SW quadrant of S Street/Adams intersection, from CL S Street to 450' west
- Topo and cross-sections to 20' beyond existing back of walk in SE quadrant of S Street/Adams intersection, from CL S to 260' east
- Topo and cross-sections on S Street from southerly curb on Adams to 350' south – 10' behind existing westerly curb to easterly back of walk
- Curb ramp survey of the 2 northerly ramps on Pinecreek

**Project B** – Huitt-Zollars will provide the field work described below.

- Topo and 50' sections on Adams Street (3,800 feet) from CL Harbor to CL Fairview – curb to curb except as noted below
- Curb ramp survey of the SE ramp at Fairview
- Porkchop islands on west side of Fairview

### Deliverables

- Utility Notification Log and Responses
- Survey Base Map
- Right of Way Boundaries

## PHASE 2A: PRELIMINARY DESIGN AND COMMUNITY OUTREACH

### SITE INVESTIGATION/EVALUATION

KOA will conduct comprehensive site investigations with detailed photo logs for design and pre-construction reference. Design staff will walk the entire project area to investigate site conditions, drainage, needed modifications to median and sidewalk areas, PCC improvements, non-ADA compliant improvements, verify utility locations and project constraints, and note other typical and non-typical features. At signalized intersections, KOA will obtain the City's signal as-builts and verify traffic signal equipment. KOA will update the base plan and/or revise the project concepts and designs as needed throughout the project to reflect the verified conditions. Our proposal includes a field walk with City staff.

### ALTERNATIVES ASSESSMENT

An important step in the preliminary/conceptual design phase will be to provide the project team, community, and stakeholders an opportunity to give feedback to refine our design. For Project A and Project B, we propose to develop a total of two designs, showing the proposed improvements and typical cross sections. We have provided a conceptual plan-sample of one possible alternative for the combined projects in our Project Understanding section. We will also develop plant palettes at this stage for the reconstructed center median islands, as well as options for street lighting on the south side of Adams Avenue for Project A only. Our goal for this task is to (1) clearly highlight the project's design features; (2) identify the associated opportunities and constraints throughout the corridor; and (3) prepare a preliminary improvement plan that is cost-effective within the grant budget, while minimizing right-of-way impacts and impacts to OCC improvements. While meeting funding constraints and project goals, we will meet with the City to discuss the alternatives and the plan of action for producing one final concept design for public outreach.

### PUBLIC OUTREACH

Public outreach will be vital in garnering support and receiving input on the proposed project design, considering the diverse communities and stakeholders that use the corridor for their everyday needs. KOA staff will conduct in-person/virtual meetings as follows: one (1) Bikeway and Walkability Committee (BWC) meeting to present the preliminary plans for committee member input; two (2) public workshops to identify public consensus and finalize the preferred project design; and one (1) City Council meeting. KOA will leverage our experience with the westerly Adams Avenue bikeway project and use our local knowledge and understanding of the subject project site's opportunities and constraints. We will utilize our local knowledge to highlight project intent and benefits to the community. KOA will provide clear,

## SECTION 2 | WORK PLAN

attractive, and informative display boards along with a PowerPoint presentation for each meeting to display each concept. The displays will include one color rendering, cross-sections, and a conceptual plan of the project corridor. Throughout this process, the KOA project team will collect feedback from all meetings provided by stakeholders. KOA staff will then compile the input received and a Community Feedback Memorandum will be prepared and submitted to the City for discussion on design directives. Feedback from the first outreach meeting will be discussed with the City to refine the concept and move forward with the final design stage.

### Deliverables

- Alternative Concept Plans
- Outreach Materials, Presentation, and Feedback Memorandum
- Preferred Alternative (30% Design)



*KOA Community Workshop #1 – Adams Avenue Bicycle Trail Project from West City Limits to Royal Palm*

## PHASE 2B: ENVIRONMENTAL ANALYSIS & APPROVAL

### ENVIRONMENTAL CLEARANCE

ECORP will prepare the PES form for the proposed project in accordance with the Local Assistance Procedures Manual (LAPM). The PES form will be used to consult with Caltrans/FHWA to determine the appropriate NEPA document for the project (in this case a CE has been assumed). In accordance with the procedures of Caltrans LAPM Chapter 6 and Chapter 7, KOA will complete this form for Caltrans' review in determining if more in-depth environmental studies are required. It should be noted that obtaining environmental clearance is one step of the grant process to obtain Authorization to Proceed with Construction (also known as E76). Based on initial review, it is assumed that any potentially significant impacts will be able to be mitigated below the level of significance. While it is not known yet what environmental impacts the project will cause, we anticipate that the project will result in minimal impacts and would therefore fall into CE/CE categorization per NEPA/CEQA provisions. The KOA team shall ensure that the PS&E checklist, design deliverables, and environmental clearance forms for Project A comply with all requirements for the successful implementation of a federally-funded project. Grant management services are not included in our scope of work.

### Deliverables

- Preliminary Environmental Study (PES) Form
- Approved Categorical Exemption/Categorical Exclusion Determination Form



## SECTION 2 | WORK PLAN

### PHASE 3: FINAL PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

The KOA team will prepare a quality PS&E package at the 65%, 90%, and Final submittal stages of the project. Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.

- Title sheet
- General notes
- Typical sections, details, and notes
- Demolition
- Street improvements
- Drainage
- Landscape and Irrigation
- Street lighting (Project B only)
- Traffic Signal Modification (Project A only)
- Signing and Striping

#### HYDROLOGY/HYDRAULIC ANALYSIS

Since only minor amounts of additional impervious area will be added for the projects, we have not included any hydrologic or hydraulic analyses. Any impacted catch basins or storm drain laterals will be replaced in-kind.

#### WATER QUALITY MANAGEMENT PLAN

The KOA team will work with the City in meeting low impact development (LID) requirements and prepare a Water Quality Management Plan (WQMP). KOA will identify the required best management practices (BMPs) per site conditions.

#### STREET IMPROVEMENTS

Once the City has approved KOA's concept plans, we will develop improvement plans and details to encompass all aspects of the design. Our focus will be to provide Class 2 bikeways on Adams Avenue, safe multi-modal connectivity along the corridor at Pinecreek Drive, along with conformance with ADA requirements, and median modifications. The street improvement plans will be 1"=40' scale and contain the necessary vertical profile, horizontal control, construction notes, and applicable details. Details for non-compliant curb ramps will be prepared at 5-scale.

#### DRAINAGE

As a result of the curb and gutter reconstruction at Pinecreek, we anticipate there will be impacts to two of the existing catch basins adjacent to that intersection. KOA will prepare drainage plans at 1"=20' scale in accordance for both impacted catch basins. The laterals will also need to be partially reconstructed and/or modified as necessary to provide connectivity to the storm drain main line.

#### STREET LIGHTING (PROJECT B ONLY)

The RFP has identified the need to install new street lighting along the south side of Adams Avenue. Once the Project A concept has been approved, we will prepare street light illumination and uniformity calculations using AGI32 lighting design software. We will review the placement/location of each street light to confirm there is no visible conflict with existing improvements and/or utilities, as well as proposed improvements (such as future relocated OCC digital marquee sign board). Pedestals and lights will be designed for installation per the Greenbook (SPPWC) and City of Costa Mesa standard drawings and specifications. KOA will also coordinate with Southern California Edison (SCE) and propose for SCE designers to utilize our plan to identify service points of connection. The street lighting/electrical plans will be produced at a 1"=40' scale. Upon request, KOA will provide the light illumination and uniformity calculations.

#### TRAFFIC SIGNAL (PROJECT A ONLY)

As part of Project A, KOA will prepare a traffic signal modification plan for the intersection of Adams Avenue at Pinecreek Drive. The signals will be designed to comply with current Caltrans and CA MUTCD standards and will ensure the proper design of all signal poles, mast arms, vehicle heads (primary signal faces), pedestrian indications, and pushbuttons. **(Optional)** Since no traffic signal modification plan was identified in the scope of work for Project B, we are including this work as an optional task. However, as discussed above, Project B may require traffic signal modification at the intersections of Adams/Harbor and Adams/Fairview, in order to accommodate bicycle and pedestrian improvements.

#### LANDSCAPE/IRRIGATION

CSI will build upon the approved concepts and develop comprehensive construction plans for landscape and irrigation, both within modified/reconstructed median island areas (Project B) and landscaped areas at the intersection of Adams



## SECTION 2 | WORK PLAN

Avenue & Pinecreek Drive (Project A). The assumption relative to Project B is that the median will be trimmed and that we are including the design to beautify the medians by totally replacing the sparse and inconsistent landscaping within the medians.

### BUS STOP FURNITURE/SITE AMENITIES

We have assumed that the only decorative street furniture for this project will be at bus stops and that proposed amenities will match existing bus amenities along the project reach.

### SIGNING & STRIPING

We will utilize the California Highway Design Manual (HDM), California MUTCD, and local Costa Mesa standards to provide an acceptable alignment throughout the project corridor. Signing and striping plans will be prepared for the new roadway alignment, bicycle facilities, and pedestrian facilities as needed. The plans will show the location of all proposed traffic signs, stripes and markings, and the proper location of all affected existing signs and markings.

### STRUCTURAL (OPTIONAL)

DSC Engineering will research available as-built documentation for the existing OCC monument sign and perform a site visit to verify its layout and measurements. DSC Engineering will prepare drawings for the reconstruction of the sign, including the foundations and the vertical above-ground elements to mimic the existing sign construction. Attachments for the digital and graphic signage will be included. Re-routing of existing conduit and relocation of the existing pull-boxes will also be shown on the plans. A structural analysis will be completed for all structural concrete members and attachments based on the 2019 California Building Code including provisions for both seismic and wind loading on the monument sign. The structural analysis and plans will be stamped and signed by a California Registered Structural Engineer. DSC Engineering will include coordination with the Division of State Architect as required for review and approval of work on the public OCC campus.

### SPECIFICATIONS & ESTIMATES

KOA will provide the City with technical specifications and a probable cost of construction concurrent with each submittal phase (65%, 90%, & Final PS&E). KOA will obtain the City's boilerplate specifications and append the technical specifications in Microsoft Word format. The engineer's estimate will be completed using Microsoft Excel. The cost will display anticipated bid items, quantity of material, and unit cost for each item. Prices will reflect anticipated construction year cost unless directed otherwise. We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

### POST CONSTRUCTION MONUMENT PERPETUATION:

Pursuant to Section 8771(b) of the Land Surveyor's Act relating to the preservation of monuments, Huitt-Zollars will re-set those centerline monuments which were disturbed or destroyed by the construction project based on the construction ties as shown on the Pre Construction Corner Records prepared for this project and will also set additional centerline ties if required. Huitt-Zollars will then prepare, process and file "Post-Construction" Corner Records. This proposal assumes 3 monuments to be replaced and 1 Post-Construction Corner Records to be prepared. If multiple monuments can be shown on a single Corner Record, we will do so. This line item specifically excludes checking and/or processing fees that may be associated with the Corner Records.

### Deliverables

- Meeting agendas & minutes
- 65%, 90%, & Final Plan, Specification, Estimate submittals in both paper and electronic format
- Reponse to comments matrix/Bluebeam plan sheet markups
- Water Quality Management Plan



## SECTION 2 | WORK PLAN

### **(OPTIONAL) TRAFFIC ANALYSIS AT PINECREEK**

KOA recommends that a data-driven intersection analysis be performed to help in developing the optimal intersection reconfiguration. As a part of this task, KOA will build a traffic model of the Adams/Pinecreek intersection using SYNCHRO-10.0 and conduct an alternatives analysis by evaluating the different lane configurations, timing plans, and phasing patterns for up to three (3) select peak-hour time periods. The evaluation will include a SimTraffic microsimulation to identify and resolve any queuing issues and report on the levels of service and intersection delay for each design option considered by the City.

### **(OPTIONAL) LEGAL & PLAT AT PINECREEK**

Huitt-Zollars will prepare one (1) legal and plat with legal descriptions for the west side and east side of S Street (i.e., OCC side of Pinecreek). For this task, it is assumed that the City will provide the title report. Huitt-Zollars will not perform utility research or utility conflict resolution. Huitt-Zollars will not coordinate or contact utility providers and will not be involved with utility notification efforts. Huitt-Zollars will not coordinate with, or be in contact with, owners of the impacted properties.

### **QUALITY CONTROL AND QUALITY ASSURANCE**

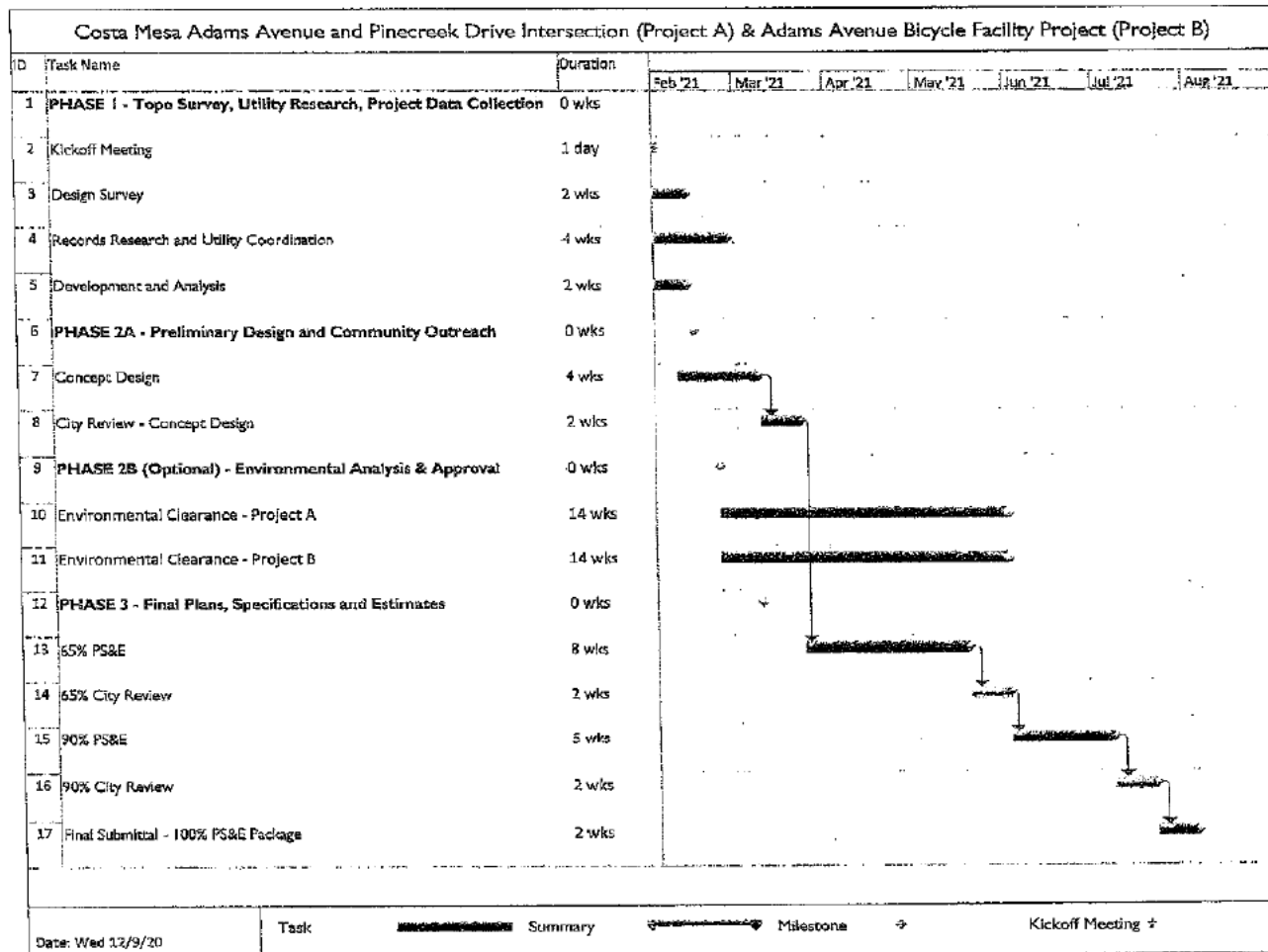
To ensure that we produce a well-engineered PS&E package with a minimal number of construction contract change orders, KOA implements a robust QA/QC process that is followed from the beginning to the end of the project. The QA/QC plan includes a number of steps, including: (1) Holding design meetings with the City's PM, senior civil engineers and public services/transportation management staff at key phases in the project design/approval; (2) Obtaining comments and input from the City; and (3) Conducting internal plancheck and QA/QC with KOA's engineering and construction management staff. This includes tracked color-coded review comments coordinated in Revu Bluebeam® sessions, completion of review checklists, and independent peer review from senior staff to ensure the feasibility and constructability of the project design.

KOA's constructability reviews also allow us to: (1) amplify the odds of being able to identify and anticipate any potential construction problems or conflicts; (2) develop better design alternatives early on in the design phase, and continually throughout the PS&E delivery stages; and (3) provide the City with adequate estimates, quantity takeoffs, and pavement cross sections if needed beyond the typical pavement structural sections provided to us by the City.



SECTION 3 | SCHEDULE

Below is KOA's proposed schedule for the projects, to be performed in tandem.



ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)  
 CITY OF COSTA MESA





## SECTION 4 | PROJECT ORGANIZATION AND STAFFING

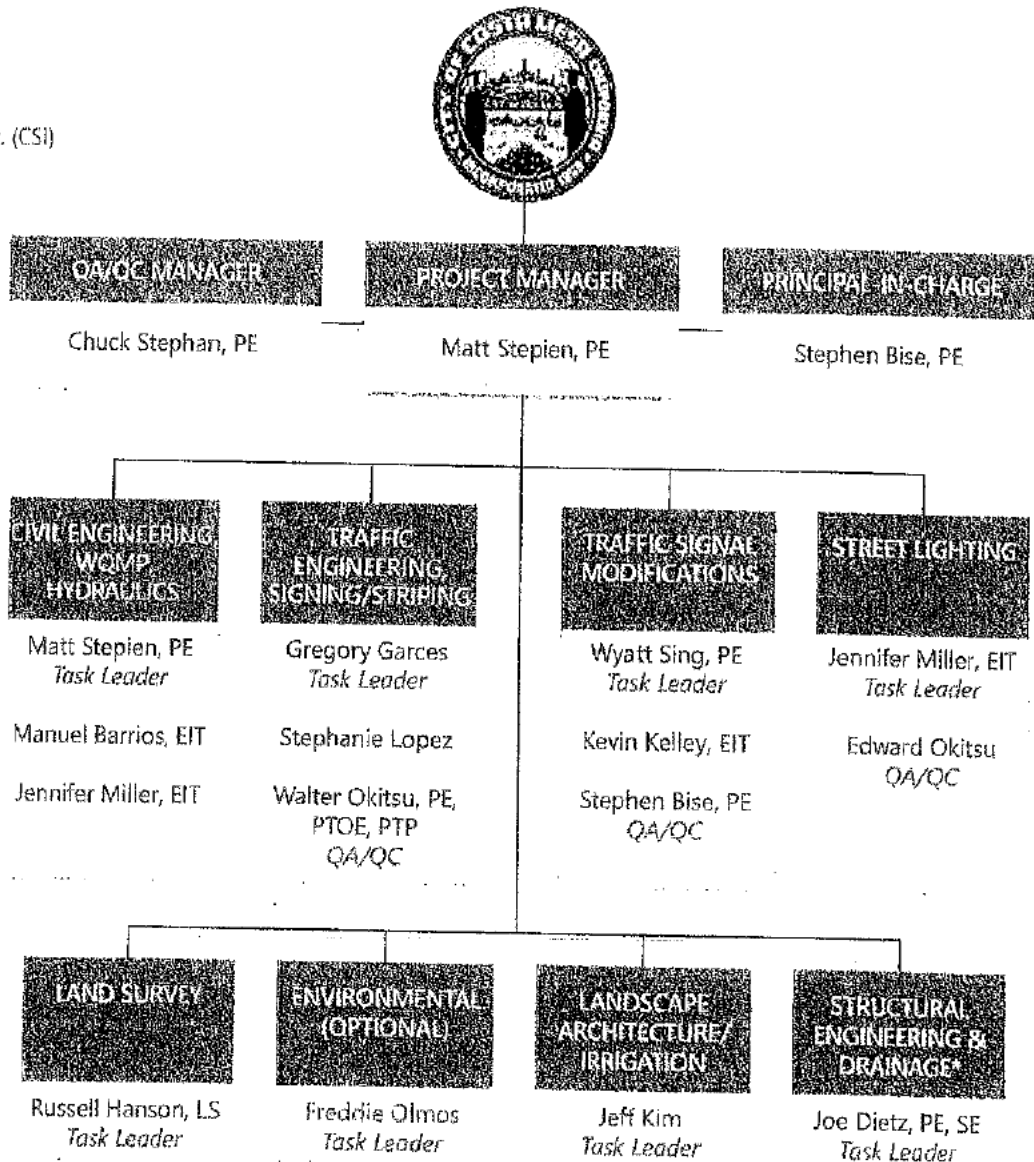
### ORGANIZATIONAL CHART/STAFFING PLAN

The organizational chart below is a graphic representation of our staffing plan for this project. Matt Stepien, PE will manage the KOA team and serve as the day-to-day contact with the City of Costa Mesa. Be assured that Matt is available and committed to the successful completion of this project. Resumes identifying each personnel's experience on recent similar projects are provided in the Appendices of this proposal.

**LEGEND:**

- KOA
- Huitt-Zollars
- Cornerstone Studios, Inc. (CSI)
- ECORP Consulting, Inc.
- DSC

*\*Project A Only*



**PROJECT OFFICE LOCATION**  
 2141 W Orangewood Ave  
 Orange, CA 92868  
 Tel: (714) 573-0317

**PROJECT MANAGER**  
 Matt Stepien, PE  
 (714) 923-6270  
 mstepien@koacorp.com

**PERSON AUTHORIZED TO NEGOTIATE**  
 Stephen Bise, PE  
 Principal-in-Charge  
 (714) 923-6273  
 sbise@koacorp.com

**ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)**  
 CITY OF COSTA MESA



# SECTION 4 | PROJECT ORGANIZATION AND STAFFING

## SUBCONSULTANTS

	Responsibility & Contact	Subconsultant Qualifications
Huiitt-Zollars (HZ)	<p>Land Survey Services</p> <p>Russell Hanson (714) 231-6377 rhanson@huiitt-zollars.com</p> <p>DIR #1000036028</p>	<p>HZ is a full-service civil engineering firm with strong surveying capabilities in Southern California. They have local offices in Irvine, Ontario, and Thousand Oaks. HZ offers a complete range of land surveying services to support all types of clients and projects, ranging from on-call surveying contracts with city, county, and state governmental agencies to design survey for civil engineers. With HZ's experienced group of professional land surveyors, multiple field crews, office survey technicians, and state-of-the-art surveying and mapping equipment, they are able to provide clients with well-coordinated, cost-effective surveys and related documentation in a timely and efficient manner.</p>
Comerstone Studios, Inc. (CS)	<p>Landscape Architecture/ Irrigation Services</p> <p>WooJung (Jeff) Kim (714) 973-2200 x104 jeff@csstudios.com</p> <p>DBE/UDBE #12970 MBE   SBE   CBE</p>	<p>CSI, a California corporation established in 1998, specializes in landscape architecture, park planning, urban design, and resource analysis. It is a professional services firm whose projects encompass a wide range of the built environment, with emphasis on park and recreation areas, transportation facilities, and streetscapes. CSI has provided landscape architectural services for and closely coordinated with various agencies for the following transportation projects: Bristol Street Median; Daisy 9-mile Bike Boulevard; Adams Avenue Improvement; Orange County Streetcar; Randolph Avenue; and Century Boulevard Improvement.</p>
ECORP Consulting, Inc. (ECORP)	<p>Environmental Services</p> <p>Jesus "Freddie" Olmos (909) 307-0046 folmos@ecorpconsulting.com</p> <p>DIR #1000012875</p> <p>Small Business-Public Works (SB-PW)</p> <p>Federal Small Business</p>	<p>Established in 1987, ECORP is a California "S" Corporation that specializes in assisting with a wide range of environmental services including technical expertise in land use planning; biological, cultural, and water resources; and regulatory compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). ECORP is experienced in the preparation of Preliminary Environmental Study (PES) forms for projects per Caltrans' Local Assistance Procedures Manual (LAPM). ECORP staff have prepared Categorical Exclusions/Exemptions (CE/CEs), Environmental Assessments (EA), joint Initial Study/Environmental Assessments (IS/EAs) and Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSI)s for a series of projects with Caltrans involvement.</p>
Dietz Structural & Civil Engineering, Inc. (DSC Engineering)	<p>Joe Dietz, PE, SE (949) 305-9070 joe.dietz@dscengineering.net</p> <p>DIR #1000055507</p> <p>CA SBE</p>	<p>Dietz Structural &amp; Civil Engineering, Inc. (DSC Engineering) is a California Small Business Corporation formed in February 2017 in Laguna Hills. DSC Engineering takes pride in the low rate of change orders associated with its projects, both in design and in construction. This is accomplished through well thought-out design, knowledge of construction methods and materials, and oversight throughout the design process. DSC Engineering has provided structural engineering services for a wide variety of infrastructure projects including retaining walls, concrete structures, and sign relocations as part of street widening projects.</p>



## SECTION 5 | WORK HISTORY

### CITY OF COSTA MESA ADAMS AVENUE IMPROVEMENT PROJECT

COSTA MESA, CA

KOA | 06/2019-Ongoing | Project Cost: \$320,000

KOA is providing plans, specifications, and cost estimates (PS&E) to construct a landscaped median and a multi-use separated bike and pedestrian facility between the Santa Ana River and Harbor Boulevard. Team firms are providing surveys, geotechnical engineering, and landscape architecture. Project elements include pavement and parkway rehabilitation, PCC improvements, landscape/irrigation, street lighting, storm drain facilities, utility coordination, ADA compliance, fire hydrant relocation, traffic signal modifications, water quality control, and active transportation.

REFERENCE - City of Costa Mesa, Kelly Dalton, (714) 754-5275, kelly.dalton@costamesaca.gov



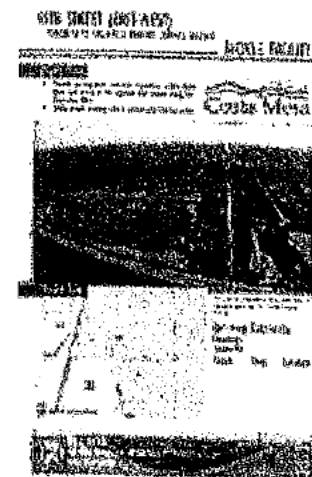
### CITY OF COSTA MESA 19TH STREET ON AND OFF-STREET BIKEWAY BETWEEN PLACENTIA AVENUE AND THE GREENVILLE-BANNING CHANNEL

COSTA MESA, CA

KOA | 07/2015-10/2019 | Project Cost: \$213,250

The City is using federal ATP grant funding to improve its bicycle connectivity with new facilities along a segment of 19th Street, to the Santa Ana River Banning Channel Bikeway. Multi-jurisdiction coordination is required to implement multiple classes of trail and bike lanes. KOA is providing "turn-key" project design services, which includes preliminary engineering and alternatives analysis; construction-ready bid documents with complete PS&E; and the completion of required federal forms.

REFERENCE - City of Costa Mesa, Jennifer Rosales, (714) 754-5180, jennifer.rosales@costamesaca.gov



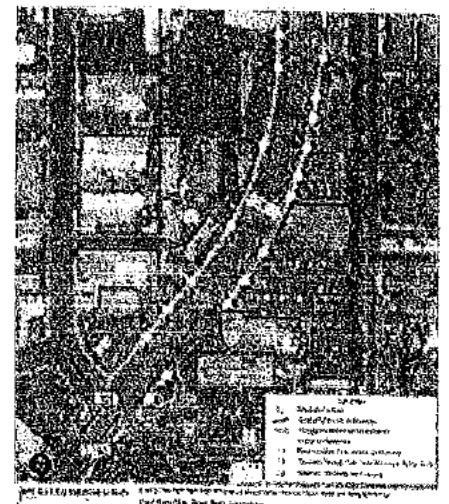
### CITY OF COSTA MESA BRISTOL STREET IMPROVEMENT PROJECT

COSTA MESA, CA

KOA | 2014 | Project Cost: \$33,690

This project sought to alleviate traffic congestion and increase safety by widening the intersection to accommodate additional turn lanes and other improvements. As a subconsultant, KOA provided traffic analysis and traffic engineering services. We designed new traffic signals along Bristol Street, between Randolph Street and Baker Street, for improved access to private driveways. KOA prepared signing and striping plans, street lighting plans, and traffic control plans. Prior to joining KOA, Matt Stepien was the project manager on behalf of the prime consultant.

REFERENCE - City of Costa Mesa, Raja Sethuraman, Transportation Services Manager, (714) 754-5032, raja.sethuraman@costamesaca.gov



### ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)

CITY OF COSTA MESA

## SECTION 5 | WORK HISTORY

### CITY OF COSTA MESA RANDOLPH AVENUE IMPROVEMENTS PS&E

COSTA MESA, CA

KOA | 2020-Ongoing | Project Cost: \$43,540

KOA is developing complete plans, specifications, and estimates (PS&E) for traffic calming improvements on Randolph Avenue and St. Clair Street, between Bristol Street and Baker Street. Our design work includes parallel and angled/diagonal on-street parking, a single-lane roundabout with a central island and raised splitter islands, crosswalks, ADA/pedestrian curb ramps, a street lighting plan, rectangular rapid-flashing beacons (RRFB), speed humps/cushions, and minor traffic signal modifications.

REFERENCE - City of Costa Mesa, Jennifer Rosales, (714) 754-5180, jennifer.rosales@costamesaca.gov



### CITY OF CARSON BIKE LANES PS&E

CARSON, CA

KOA | 2020 | Project Cost: \$149,285

KOA provided the City of Carson with professional traffic engineering services to design bike lanes along nine corridors within the City. These services consisted of two separate projects performed in tandem. KOA's work included the preparation of plans, specifications, and estimates (PS&E) for Class II bike lanes and Class IV bikeway improvements. In total, KOA designed approximately 32 miles of new bike facilities. KOA also performed traffic analyses for some corridor segments to determine the impacts of proposed road diets at select signalized intersections. Each project was federally funded through the Highway Safety Improvement Program (HSIP) for both design and construction.

REFERENCE - City of Carson, Reata Kulcsar, Civil Engineering Assistant, (310) 952-1700, ext. 1312, RKulcsar@carson.ca.us



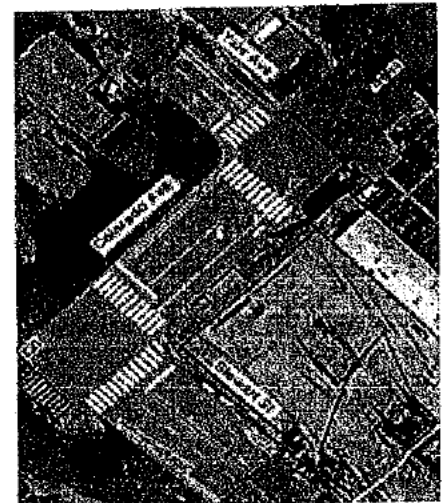
### CITY OF SANTA MONICA STEWART & PENNSYLVANIA IMPROVEMENT PROJECT

SANTA MONICA, CA

KOA | 2017-Ongoing | Project Cost: \$296,748

KOA is providing engineering design services to improve multi-modal connectivity to the new 26th Street/Bergamot Expo light rail station by resolving deficiencies, enhancing mobility, providing first-last mile access, and improving traffic patterns. The improvements consist of protected bikeways, intersection realignment, ADA accessibility, pedestrian and bicycle amenities, and pedestrian lighting. KOA has assisted with public outreach workshops to gather feedback. KOA has produced complete PS&E and is on-call during construction. KOA has provided funding management to obtain Caltrans Authorization for Construction.

REFERENCE - City of Santa Monica, Joseph SanClemente, PE, AICP, Principal Transportation Planner, (310) 458-2204, joseph.sanclemente@smgov.net



## SECTION 5 | WORK HISTORY

### CITY OF CLAREMONT FOOTHILL BOULEVARD MASTER PLAN IMPLEMENTATION

CLAREMONT, CA

KOA | 2016-2020 | Project Cost: \$1,800,000

KOA prepared PS&E to implement a 2-mile project. The team conducted a traffic impact study, geotechnical investigation, and hydrology study to develop concept plans. The preferred design included roadway improvements, bio-retention planters, drywells, new storm drains, bicycle lanes, bulb-outs, landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA provided construction management and inspection services. This project won the American Public Works Association (APWA) 2020 BEST Award for Storm Water Quality.

REFERENCE - City of Claremont, Vincent Ramos, Assistant Engineer, (909) 399-5395, vramos@ci.claremont.ca.us



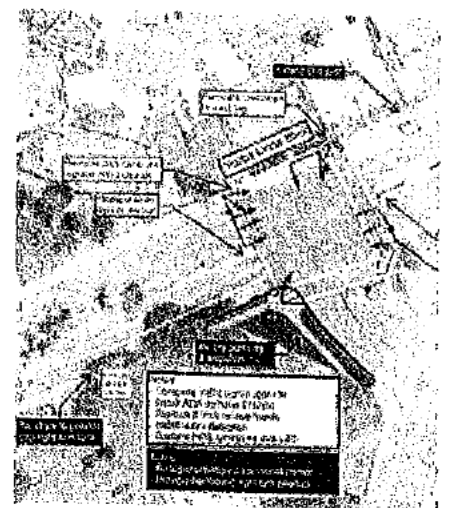
### CITY OF PLACENTIA CITYWIDE CYCLE 9 HSIP IMPROVEMENTS

PLACENTIA, CA

KOA | 2019-Ongoing | Project Cost: \$137,445

KOA provided professional civil/traffic engineering services for the Citywide Cycle 9 HSIP Project (H9-12-010). It includes the preparation of PS&E for intersection improvements at five signalized intersections; funding administration; and construction support. The improvements incorporate left turn phasing and some traffic signal hardware upgrades. Some improvements include eliminating the free right-turn and installing a right-turn overlap phase to decrease added delay and improve safety for pedestrians/cyclists.

KOA helped obtain the E76 for Preliminary Engineering and Construction. REFERENCE - City of Placentia, Masoud Sepahi, (714) 993-8148, msepahi@placentia.org



### HSIP-RELATED PROJECTS

- City of South Pasadena HSIP Cycle 7 Application
- City of San Bernardino HSIP Cycle 9 Advanced Dilemma Zone Detection Project
- City of South Pasadena Engineering Design Services for In Roadway Warning Light Systems At Mission Street & Diamond Avenue, Mission Street & Fairview Avenue, And Fremont Avenue & Lyndon Street HSIP Flashing Crosswalk Design
- City of South Pasadena Citywide HSIP Signal Systems Inventory And Recommendations

### ATP-RELATED PROJECTS

- City of Irvine Strategic Active Transportation Plan
- City of Barstow Active Transportation Program Funding
- City of Colton Active Transportation Plan
- County of Imperial Active Transportation Plan
- CVAG Cathedral City Active Transportation Project
- SCAG City of Montclair Active Transportation Plan
- City of Ontario Active Transportation Master Plan
- SCAG Morongo Basin Active Transportation Plan
- City of Highland Federal-Funded ATP Highland-Redlands Connector Bicycle & Pedestrian Improvements
- City of Rialto Federal Funded ATP Etiwanda Corridor Improvements

ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)  
CITY OF COSTA MESA



## SECTION 6 | PROFESSIONAL SERVICES AGREEMENT (PSA) & REQUIRED STATEMENTS

### PROFESSIONAL SERVICES AGREEMENT

If allowed by the City, KOA requests that the following changes be made to the City of Costa Mesa's Professional Services Agreement sample. We do not request any changes to the federal sample contract. Please note that requested omissions are in red strikeout. Additions are shown in blue underline.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply ~~without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.~~ Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend of indemnification charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

### CONFLICT OF INTEREST STATEMENT

KOA is currently providing services to the City of Costa Mesa for several projects that primarily consist of traffic and civil engineering and construction management. To the best of our knowledge, neither KOA or its subconsultant firms have any current clients who may have a financial interest in the outcome of this contract or the resulting construction project(s). We also do not maintain financial interest or relationships with any construction companies that might submit a bid on the construction project(s).

### LITIGATION

KOA has no past or pending litigation, or claims filed against our firm, principals of the firm, or each of our key consultants, related to services performed for public agencies, or in actions that may affect our performance under a contract with the City.

### CONTRACT AGREEMENT (ADDITIONAL REQUIREMENTS)

KOA affirms that the terms of this proposal shall remain in effect for 90 days after its date of submittal.

### FINANCIAL RESPONSIBILITY

KOA affirms that it and its subconsultant firms have adequate financial management and accounting systems, in accordance with 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31 and Chapter 10 of the LAPM. KOA utilizes Deltek Vision accounting software. This provides real-time project budgets, expenses, reimbursable items, hours spent, and remaining funds for each project task. We closely monitor the financial status of the project to make sure we are on budget. These tools allow us to maintain momentum on project and minimize unwarranted delays and contract amendments.



## APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

### LAPM EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

Exhibit 10-O1 has been included subsequently.

### LAPM EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit 10-Q has been included subsequently for KOA and each proposed subconsultant.

### VENDOR APPLICATION FORM

KOA's vendor application for this project has been included subsequently.

### COMPANY PROFILE & REFERENCES

KOA's Company Profile & References form has been included subsequently.

### EX PARTE COMMUNICATIONS CERTIFICATE

KOA's Ex Parte Communications Certification form has been included subsequently.

### DISCLOSURE OF GOVERNMENT POSITIONS

KOA's Disclosure of Government Positions has been included subsequently.

### DISQUALIFICATIONS QUESTIONNAIRE

KOA's Disqualification Questionnaire has been included subsequently.

### BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

KOA's Bidder/Applicant/Contractor Campaign Contribution form has been included subsequently.

### ADDENDUM

KOA has received Addendum No. 1, the Answers to Questions, and the associated attachments.



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

Exhibit 10-01  
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 5%  
 3. Project Description: Engineering Design Services for Adams Ave and Pinecreek Dr & Adams Ave Bike Facility  
 4. Project Location: Costa Mesa, CA  
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE:

7. Description of Work, Service, or Material Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Landscape Architecture	12970	Cornerstone Studios, Inc. 951 E Santa Ana Blvd. Santa Ana, CA 92701 Woo Lung (Jeff) Kim, Principal (714) 973-2200 x104 jeff@cosstudios.com	Proj. A: 0% Proj. B: 2.5%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____	11. TOTAL CLAIMED DBE PARTICIPATION		Proj. A: 0% Proj. B: 2.5%
18. Federal-Aid Project Number: _____	<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of size. Written confirmation of each listed DBE is required. <i>Min Zhou</i> 12/01/2020 12. Paper's Signature Min Zhou, PE 14. Paper's Name CEO 15. Paper's Title		
19. Prepared Contract Execution Date: _____			
20. Contractor's Ranking after Evaluation: _____	Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		

DISTRIBUTION: Original - included with consultant's proposal to local agency.

KOA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (954) 354-6410 or TDD (954) 354-3880 or Web Accessibility and Forms Management, 1120 W Street, NW-02, Gaithersburg, CA, 03614.





APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 USC 1122

N/A

1. Type of Federal Action:  a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. loan insurance

2. Status of Federal Action:  a. bid/offer application  
 b. initial award  
 c. post-award

3. Report Type:  a. initial  
 b. material change  
 For Material Change Only:  
 year: \_\_\_\_\_ quarter: \_\_\_\_\_  
 date of last report: \_\_\_\_\_

4. Name and Address of Reporting Entity:  
 Prime  Subcontractor  
 Tier: \_\_\_\_\_ if known

5. If Reporting Entity is No. 4's Subcontractor, Enter Name and Address of Prime:

6. Federal Department/Agency:

7. Federal Program Name/Description:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity (if individual, list name, first name, MI)  
 (attach Continuation Sheets if necessary)

11. Amount of Payment (check all that apply):  
 \$ \_\_\_\_\_  actual  planned

12. Type of Payment (check all that apply):  
 a. retainer  
 b. one-time fee  
 c. consultation  
 d. contingent fee  
 e. deferred  
 f. other, specify: \_\_\_\_\_

13. Form of Payment (check all that apply):  
 a. cash  
 b. in-kind, specify: \_\_\_\_\_  
 Value: \_\_\_\_\_

14. Brief Description of Services Performed or to be performed and Dates of Service, including address(es), employee(s), or member(s) contacted, for Payment Indicated in Item 12:  
 (attach Continuation Sheets if necessary)

15. Continuation Sheet(s) attached: Yes  No

16. Indentation required through this form is authorized by Title 31 USC, Section 1122. The disclosure of lobbying activities was placed by the contractor when his transaction was made or entered into. This disclosure is required pursuant to 31 USC 1122. This information will be reported to Congress transparently and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 nor more than \$100,000 for each such failure.

Signature: Mia Zhou  
 Print Name: Mia Zhou, PE  
 Title: CEO  
 Telephone No.: (323) 293-4703 Date: 12/08/2020

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 Standard Form - U.I.I.

Mandatory Form 101, Rev. 01-20-06

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LFP (15-0)

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May 8, 2015



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

Not Applicable

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. some instrument

**2. Status of Federal Action:**

a. initial application  
 b. initial award  
 c. post-award

**3. Report Type:**

a. initial  
 b. material change

**4. Name and Address of Reporting Entity**

Private  Subrecipient  
 Title \_\_\_\_\_ of \_\_\_\_\_

**5. If Reporting Entity in No. 4 is Subrecipient, Enter Name and Address of Primary**

Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency**

**7. Federal Program Name/Description:**

CPIA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. Name and Address of Lobby Entity (if individual, last name, first name, SSN)**

**11. Individuals Performing Services (including address if different from No. 10) (last name, first name, SSN)**

(attach Construction Sheet(s) if necessary)

**12. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_  actual  claimed

**13. Form of Payment (check all that apply):**

a. cash  
 b. invoice; specify: invoice Value \_\_\_\_\_

**14. Type of Payment (check all that apply):**

a. retainer  
 b. one-time fee  
 c. consultation  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted. (or Payment indicated in Item 12)**

(attach Construction Sheet(s) if necessary)

**16. Confirmation Sheet(s) attached:** Yes  No

**17. Information reported through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities was prepared by the person above whose title immediately was made or copied here. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress continuously and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Signature: [Signature]  
 Print Name: Robert Harner  
 Title: senior manager  
 Telephone No: 949-938-5615 Date: 12/8/2020

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 Standard Form 274 Rev. 04-20-04

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LPP 13-01

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APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Cornerstone Studios does not have any lobbying activities to disclose  
Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. loan insurance

**2. Status of Federal Action:**

a. bid/offer/application  
 b. initial award  
 c. post-award

**3. Report Type:**

a. initial  
 b. material change

*For Material Change Only:*  
 year \_\_\_\_\_ quarter \_\_\_\_\_  
 date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity:**

Private  Subcontract  
 Use \_\_\_\_\_ if known

Congressional District, if known \_\_\_\_\_

**5. If Reporting Entity in No. 4 is Subcontractor, Enter Name and Address of Prime:**

Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. Name and Address of Lobby Entity (if individual, last name, first name, MI)**

**11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)**

*attach Continuation Sheets if necessary*

**12. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_  amount  percent

**13. Form of Payment (check all that apply):**

a. cash  
 b. in-kind; specify: \_\_\_\_\_  
 Value \_\_\_\_\_

**14. Type of Payment (check all that apply):**


a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**15. Brief Description of Services Performed or to be performed and Date(s) of Service, including date(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:**

*(attach Continuation Sheet(s) if necessary)*

**16. Continuation Sheet(s) attached:** Yes  No

**17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence was placed by the payee when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress electronically and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Signature: 

Print Name: Jeff Miao Kim

Title: Principal

Telephone No.: 714-972-2202 Fax: 11202202

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 Standard Form - 111

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Distribution: Orig. Local Agency Project Files



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 21 U.S.C. 1192

**1. Type of Federal Action:**  a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. other insurance

**2. Status of Federal Action:**  a. bid/offer/propose  
 b. bid/offer award  
 c. purchased

**3. Report Type:**  a. initial  
 b. material change

**4. Name and Address of Reporting Entity:**  
 Public  Subcontractor  
 For \_\_\_\_\_, if known  
 Congressional District, if known \_\_\_\_\_  
 Federal Department/Agency \_\_\_\_\_

**5. If Reporting Entity in No. 4 is Subcontractor, Enter Name and Address of Prime:**  
 KDA, 2101 W Oxnardwood, Orange, CA 92668  
 Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:** \_\_\_\_\_

**7. Federal Program Title and Description:** \_\_\_\_\_  
 CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:** \_\_\_\_\_

**9. Award Amount, if known:** \_\_\_\_\_

**10. Name and Address of Lobby Entity (If Individual, list name, first name, last):** \_\_\_\_\_  
 (attach Continuation Sheet if necessary)

**11. Individual Performing Services (If address is different from No. 10):** \_\_\_\_\_  
 (attach Continuation Sheet if necessary)

**12. Amount of Payment (check all that apply):** \$ \_\_\_\_\_  
 actual  estimated

**13. Form of Payment (check all that apply):**  
 a. cash  
 b. in-kind; specify: \_\_\_\_\_

**14. Type of Payment (check all that apply):**  
 a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other; specify: \_\_\_\_\_

**15. Brief Description of Services Performed or to be performed and History of Service, including (if certain) employer(s) or relationship connected, for Payment Indicated in Item 12:** \_\_\_\_\_

**16. Continuation Sheet(s) attached:** Yes  No

**17. Information reported through this form is authorized by Title 21 U.S.C. Section 1192. This disclosure of lobbying activities was placed by the user where the transaction was made or entered into. This disclosure is required pursuant to 21 U.S.C. 1192. This information will be reported to Congress accurately and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Signature: Brad Beckett  
 Print Name: Brad Beckett  
 Title: Vice President/Chief Consulting Officer  
 Telephone No.: (714) 848-8822 Date: 11/2/2010

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Headquarters: Chip Local Agency Project Files

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APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**  
 a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. loan insurance

**2. Status of Federal Action:**  
 a. bid/offer/application  
 b. initial award  
 c. post-award

**3. Report Type:**  
 a. initial  
 b. material change  
 For Material Change Only:  
 year \_\_\_\_\_ quarter \_\_\_\_\_  
 date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity:**  
 Private  Subawardee  
 For \_\_\_\_\_, if known  
 Congressional District, if known \_\_\_\_\_

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Federal Agency:**  
 2412 W Orangewood, Orange, CA 92668  
 Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:**  
 California Local Assistance

**7. Federal Program Name/Description:**  
 CFDA Number, if applicable: N/A

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. Name and Address of Lobby Entity (if individual, list name, firm name, MF):**  
 None  
 (attach Certification Sheet(s) if necessary)

**11. Amount of Payment (check all that apply):**  
 \$ \_\_\_\_\_ None  Actual  Planned

**12. Form of Payment (check all that apply):**  
 a. cash  
 b. in-kind; specify: \_\_\_\_\_  
 Value: \_\_\_\_\_

**13. Type of Payment (check all that apply):**  
 a. retainer  
 b. one-time fee  
 c. consultation  
 d. contingent fee  
 e. interest  
 f. other, specify: None

**14. Brief Description of Services Performed or to be performed and Details of Services, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:**  
 None  
 (attach Certification Sheet(s) if necessary)

**15. Certification Sheet(s) attached:** Yes  No

**16. Information reported through this form is authorized by Title 31 U.S.C. Section 1312. This disclosure of lobbying activities was prepared by the reporting entity and is not to be used or copied for any other purpose. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress and the public and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Signature:   
 Print Name: Joseph E. Otero  
 Title: President  
 Telephone No.: 949-305-0070 Date: 12/3/2020

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Revised from 12.2 Rev. 08-2006

Installation: City Local Agency Project Files

LFP 13-01

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ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
(PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)  
CITY OF COSTA MESA



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS



VENDOR APPLICATION FORM  
FOR  
RFP No. 202011 for Costa Mesa

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: KOA Corporation

Contact Person for Agreement: Stephen Bise

Corporate Mailing Address: 1100 Corporate Center Drive, Suite 201

City, State and Zip Code: Monterey Park, CA 91754

E-Mail Address: sbise@koacorp.com

Phone: (714) 573-0317 Fax: (714) 573-9634

Contact Person for Proposals: Matt Stepien

Title: Project Manager | Senior Engineer E-Mail Address: mstepien@koacorp.com

Business Telephone: (714) 573-0317 Business Fax: (714) 573-9634

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION  LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL  SOLE PROPRIETORSHIP
- PARTNERSHIP  UNINCORPORATED ASSOCIATION



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Jimmy Lin	Management Executive,	(323) 260-4703
Joel Falter	VP   Principal	(323) 260-4703
Waite Okitsu	VP   Principal,	(323) 260-4703
Doug Yeh	VP,	(323) 260-4703
Ming Guan	VP   Managing Director,	(909) 890-9693
Min Zhou	CEO,	(323) 260-4703
Juan Gutierrez	CFO,	(323) 260-4703
Chuck Stephan	VP   Principal,	(714) 573-0317
Stephen Bise	VP, Managing Director,	(714) 573-0317



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

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

Names	Title	Phone
See above		

Federal Tax Identification Number: 95-4515908

City of Costa Mesa Business License Number: We will obtain upon award of contract

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

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





APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

COMPANY PROFILE & REFERENCES

Company Legal Name: KOA Corporation

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

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

Business Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

Website Address: www.koacorporation.com

Telephone Number: (323) 260-4703

Facsimile Number: (323) 260-4705

Email Address: mstepien@koacorp.com

Length of time the firm has been in business: 33 years

Length of time at current location: Orange: 26 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes  No

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

Federal Taxpayer ID Number: 95-4515908

Regular Business Hours: 9am-5pm

Regular holidays and hours when business is closed: Closed on weekends and federal holidays

Contact person in reference to this solicitation: Matt Stepien

Telephone Number: (714) 573-0317

Facsimile Number: (714) 573-9534

Email Address: mstepien@koacorp.com

Contact person for accounts payable: Juan Gutierrez

Telephone Number: (323) 260-4703

Facsimile Number: (323) 260-4705

Email Address: jgutierrez@koacorp.com

Name of Project Manager: Matt Stepien

Telephone Number: (714) 573-0317

Facsimile Number: (714) 573-9534

Email Address: mstepien@koacorp.com



# APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

## COMPANY PROFILE & REFERENCES (Continued)

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

**Company Name:** City of Claremont

**Contact Name:** Vincent Ramos

**Contract Amount:** \$1,800,000

**Email:** vramos@cl.claremont.ca.us | (909) 399-6395

**Address:** 207 Harvard Avenue, Claremont, CA 91711

**Brief Contract Description:** KOA and its team conducted applicable feasibility analyses, created alternatives, developed PS&E, and provided construction management and inspection services to implement improvements on Foothill Blvd.

**Company Name:** City of Carson

**Telephone Number:** (310) 952-1700, ext. 1312

**Contact Name:** Reata Kulcsar

**Contract Amount:** \$149,285

**Email:** RKulcsar@carson.ca.us

**Address:** 701 E Carson Street, Carson, CA 90745

**Brief Contract Description:** KOA designed Class II and Class IV bikeway improvements on nine corridors, under two contracts conducted in tandem. We provided feasibility analyses and prepared PS&E. The projects were funded through HSIP.

**Company Name:** City of Placentia

**Telephone Number:** (714) 993-8148

**Contact Name:** Masoud Sepahi

**Contract Amount:** \$137,445

**Email:** msepahi@placentia.org

**Address:** 401 E. Chapman Ave., Placentia, CA 92870

**Brief Contract Description:** KOA is preparing PS&E for intersection improvements at multiple locations. We are managing the funding and are providing construction support. Pedestrian and bicyclist safety improvements are part of the design consideration.



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM

N/A

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

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

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

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

*Min Zhou*                      Min Zhou  
Bidder/Applicant/Proposer  
12/3/2020  
Date



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 202011 FOR Costa Mesa at any time after November 08, 2020.

Min Zhou  
Signature

Date: 12/09/2020

Min Zhou  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 08, 2020 with a City Councilmember concerning informal RFP No. \_\_\_\_\_ FOR \_\_\_\_\_. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

**DISCLOSURE OF GOVERNMENT POSITIONS**

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

NONE



APPENDICES | LAPM FORMS & REQUIRED CITY FORMS

**DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

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

[Large dotted area for handwritten explanation]



## APPENDICES | RESUMES

**MATT STEPIEN, PE**  
PROJECT MANAGER | SENIOR ENGINEER  
KOA

Matt Stepien, PE, has 30 years of civil engineering experience with an emphasis on the design and management of municipal roadway, utility, and active transportation improvement projects. His services involve preliminary to final design, master planning studies, PS&E, and quality control. His recent project experience includes the planning and design of active transportation and Safe Routes to School projects for the cities of Long Beach, Costa Mesa, Santa Ana, Laguna Beach, Anaheim, Santa Fe Springs, Downey, Seal Beach, and Santa Monica. He has also recently been Project Manager for design projects for the Orange County Transportation Authority (OCTA) and LACMTA. Matt has served as the project manager for numerous significant engineering projects during the last 20 years, all having one thing in common - they were successfully built without problems.

### RELEVANT EXPERIENCE

#### **City of Costa Mesa Adams Avenue Improvement Project**

Project Manager. KOA is adding protected bike lanes and missing sidewalk for a 1.5 mile length of Adams Street in Costa Mesa. Several public outreach meetings were held to develop a preferred layout for the sidewalk and bike lanes. The project includes the narrowing of the roadway portion of the street, pavement rehabilitation, traffic signal modifications, the addition of medians, landscaping and traffic control.

#### **City of Santa Ana Bush Street Bicycle Boulevard**

QA/QC Manager. KOA designed bicycle improvements, pedestrian upgrades and roundabouts for seven consecutive intersections along Bush Boulevard. In addition to allowing for bicycles, the project entailed the design of the curb ramps at all quadrants of the intersection, including numerous bulbouts.

#### **City of Long Beach Market Street Pedestrian and Bicycle Enhancements Project\***

Project Manager. Performed engineering and design services for a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulb-outs, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, and miscellaneous sustainable design features for improved mobility and safety.

*\*Previous work experience*



### EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

### REGISTRATIONS

Professional Engineer (PE), Civil, CA #35500

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Planning Association

American Public Works Association

## APPENDICES | RESUMES

### CHUCK STEPHAN, PE QA/QC MANAGER | PRINCIPAL KOA

Chuck Stephan has 38 years of experience in civil engineering design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects in both the civil and construction management disciplines. Chuck specializes in project management, civil engineering design, and construction management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements. He has provided staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills. He has experience in managing various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

#### RELEVANT EXPERIENCE

- City of Claremont Foothill Boulevard Master Plan Implementation
- City of La Habra Lambert Road Rehabilitation Project
- City of Signal Hill Cherry Avenue Improvement Project



#### EDUCATION

BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

#### REGISTRATIONS

Professional Engineer (PE),  
Civil, CA #50481

### STEPHEN BISE, PE PRINCIPAL-IN-CHARGE | SENIOR ENGINEER KOA

Stephen Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plan, specification, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/stripping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Stephen's keys to success include clear, concise communication and diligent quality control.

#### RELEVANT EXPERIENCE

- City of Carson Bike Lanes PS&E
- City of Santa Monica Stewart & Pennsylvania Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Claremont Foothill Boulevard Master Plan Implementation
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements
- City of Long Beach Delta Avenue Bicycle Boulevard



#### EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

#### REGISTRATIONS

Professional Engineer (PE),  
Civil, CA #76775



## APPENDICES | RESUMES

### GREGORY GARCES

TRAFFIC ENGINEERING SIGNING/STRIPING TASK LEADER | SENIOR DESIGNER

KOA

Greg Garces is a senior designer with more than 13 years of working experience in the traffic engineering and transportation planning field. He specializes in traffic engineering, traffic operations and safety analyses, signing and striping design, transportation studies, signal design, work zone/traffic control plans, and applying the principles of the CAMUTCD, APWA and Caltrans HDM to deliver PS&E projects. His project experience includes a variety of Active Transportation Plan (ATP), Safe Routes to School (SRTS), Highway Safety Improvement Program (HSIP) and local capital improvement projects all across Southern California. He has extensive experience working with CADD environments and traffic engineering software such as AutoCAD, Microstation, HCS and Synchro/SimTraffic. Before joining KOA, Greg was a lead project engineer with Minagar & Associates, Inc.

#### RELEVANT EXPERIENCE

- City of Costa Mesa Randolph Avenue Improvements PS&E
- Metropolitan Water District, City of Costa Mesa, Caltrans District 12 Bristol Street Temporary Signing/Striping and Traffic Control Plans (Sunflower to South City Limits)
- City of Long Beach Anaheim Street Improvements PS&E, Long Beach, CA
- City of Laguna Beach PCH Traffic Improvements PS&E Project



#### EDUCATION

3 Years BS Coursework, Civil Engineering, California State Polytechnic University, Pomona, CA

#### TRAINING

2014 CA MUTCD Update Training Course, Los Angeles County Metropolitan Transportation Authority (Metro)

27-Hour Training, Project Management Professional (PMP)

Traffic Control for Safer Work Zones, Institute of Transportation Studies Tech Transfer Program, University of California, Berkeley, CA

### WYATT SING, PE

TRAFFIC SIGNAL MODIFICATIONS TASK LEADER | SENIOR ASSOCIATE

KOA

Wyatt Sing is a versatile engineer based in KOA's Orange office. He has experience with traffic engineering and neighborhood traffic calming design, signing and striping, traffic signal operations studies and signal timing synchronization. He has worked on a variety of active transportation projects, from preparing construction-ready Plans, Specifications and Estimates (PS&E), to organizing utility documents, coordinating with Caltrans and traffic engineering staff during construction, collecting and analyzing field and record plan data, preparing engineering design calculations, and designing engineering recommendations a variety of public improvement projects. Additionally, Wyatt has experience with roadway design and has developed plans for numerous projects. While working on any project and being a part of a team, Wyatt strives to learn and gain valuable experience on a daily basis.

#### RELEVANT EXPERIENCE

- City of Costa Mesa Adams Avenue Improvement Project
- City of Long Beach Anaheim Street Corridor Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements
- City of Laguna Beach Coast Highway Intersection Improvement PS&E



#### EDUCATION

BS, Civil Engineering, University of California, Irvine, CA

#### REGISTRATIONS

Professional Engineer (PE), Civil, CA #90821

## APPENDICES | RESUMES

### JENNIFER MILLER, EIT STREET LIGHTING TASK LEADER | ASSOCIATE ENGINEER KOA

Jennifer Miller has worked on a number of civil and traffic engineering projects including roadway improvements, pedestrian improvements, signing and striping, and drainage modifications. Her experience includes the use of design programs such as AutoCAD, Civil 3-D, Microstation, ArcGIS, and working knowledge in Primavera P6. From her time working with the City of San Diego, she has been involved in projects such as El Cajon Boulevard and 59th Street Curb Ramps, La Jolla Mesa Drive Sidewalk, and Jamacha Road Storm Drain. Jennifer has been the transportation lead on her senior design project, Glorietta Boulevard and Pomona Avenue Roundabout. She was in charge of the geometric road design and CAD work. Jennifer has assisted with crash data diagrams, the conceptual design of Big Bear Moonridge Road Design, vehicle turn path diagrams, and project material checks.



**EDUCATION**  
BS, Civil Engineering, San Diego State University, San Diego, CA  
**REGISTRATIONS**  
Engineer-in-Training (Civil), CA #1644

#### RELEVANT EXPERIENCE

- City of Costa Mesa Adams Avenue Improvement Project
- City of Santa Monica Stewart & Pennsylvania Improvement Project
- City of Costa Mesa Randolph Avenue Improvements PS&E
- LACDPW Rowland Heights Rehabilitation
- City of Long Beach Orange & Hellman Traffic Circle PS&E
- City of Anaheim Katella Avenue Widening Project

### WALTER OKITSU, PE, PTOE, PTP TRAFFIC ENGINEERING, SIGNING/STRIPING QA/QC REVIEWER | PRINCIPAL KOA

Walter Okitsu has extensive experience in transportation planning and traffic design over a wide variety of highway, transitway, and bikeway projects. This includes designs for traffic signals, street lighting, signing and striping, worksite traffic control. He has field and managerial experience on traffic impact, feasibility analysis, and circulation projects.



**EDUCATION**  
BS, Civil Engineering, California State University, Los Angeles, CA  
MS, Transportation Engineering, UC Berkeley, CA  
BS, Math-Computer Science, UCLA, CA  
**REGISTRATIONS**  
Professional Engineer (PE), Traffic, CA #1406  
Professional Engineer (PE), Civil, CA #52655  
Professional Traffic Operations Engineer (PTOE)  
Professional Transportation Planner (PTP)

#### RELEVANT EXPERIENCE

- City of Santa Monica Pico Boulevard Pedestrian Safety Improvement Project
- City of Redondo Beach Traffic Engineering Improvements
- City of Long Beach Broadway & Third Street Protected Bicycle Lanes Feasibility Study & Design
- City of Los Angeles LA River Greenway Segments 1 & 2 Implementation
- City of Temple City Rosemead Boulevard Safety Enhancements Design/ Study
- City of Santa Monica Cycle Track Street Improvements on Michigan Avenue from Lincoln Boulevard to 7th Street
- City of Wildomar Grand Avenue Bike Improvements & Multi-Purpose Trail Improvements Projects & ATP Cycle 3 Grant Application
- City of Escondido Escondido Creek Bikeway Missing Link Project

## APPENDICES | RESUMES

### EDWARD OKITSU

STREET LIGHTING QA/QC REVIEWER | SENIOR DESIGNER

KOA

Edward Okitsu is a Senior Designer for all street lighting projects undertaken by KOA's Los Angeles office. He also has significant experience in design of signing & striping, traffic signal and worksite traffic control as well as field investigation and data collection experience on numerous public works projects. Edward is responsible for the operation of computer drafting stations and is an expert user of CADD and lighting illumination calculation software.

#### RELEVANT EXPERIENCE

- City of San Bernardino Broadmoor Blvd Street Lighting Analysis and Design
- City of Costa Mesa Randolph Avenue Improvements PS&E
- City of Whittier Street Light Conversion PS&E
- City of South Pasadena HSIP and SSARP Grant Applications
- City of South Gate Street Lighting Master Plan
- City of Los Angeles LA River Greenway Segments 1 & 2 Implementation
- Los Angeles Mission College Signing & Striping and Street Lighting Design Services
- City of Temple City Rosemead Boulevard Safety Enhancements Design/ Study
- City of Whittier Oak Station Trailhead PS&E



#### EDUCATION

ITS Extension, Street Lighting, Institute of Transportation Studies, University of California, Berkeley, CA  
AA, Dental Technology, Los Angeles City College, Los Angeles, CA

### MANUEL BARRIOS, EIT

CIVIL ENGINEERING, WQMP, HYDRAULICS ENGINEER | SENIOR ASSOCIATE ENGINEER

KOA

Manuel Barrios has worked on engineering/public works projects involving roadway design, plan preparation, capital improvements, and land development projects for cities throughout Orange and Los Angeles counties. He has delivered projects for both horizontal and vertical design to Metro and the Los Angeles Bureau of Engineering/Department of Transportation (LABOE/ DOT). He has been the project engineer for several public projects to construct, widen, and improve roadways; determine utility relocations; and design and prepare grading, drainage, sewer, water utility, and site improvement plans. Manuel has extensive experience and knowledge of Orange County Standard Plans as well as Greenbook Standard Specifications for Public Works Construction so he can deliver projects from the preliminary stage through final construction.

#### RELEVANT EXPERIENCE

- City of Santa Ana Bush Street Bicycle Boulevard
- City of Costa Mesa Adams Avenue Improvement Project
- City of Santa Monica Safe Routes to Schools (SRTS) Pedestrian Improvements at Four Schools\*
- City of el Segundo Richmond Street Arterial Improvements\*

\*Previous work experience



#### EDUCATION

BS, Civil Engineering, University of California, Irvine, CA

ENGINEERING DESIGN SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (PROJECT A) AND ADAMS AVENUE BICYCLE FACILITY PROJECT (PROJECT B)  
CITY OF COSTA MESA

## APPENDICES | RESUMES

### STEPHANIE LOPEZ

TRAFFIC ENGINEERING, SIGING/STRIPING ENGINEER | ASSOCIATE ENGINEER

KOA

Stephanie Lopez is an enthusiastic Associate Engineer at KOA focused on traffic engineering projects. Her responsibilities include agency coordination, traffic and civil design, signing and striping plans, traffic control plans, cost estimation, and fieldwork for utility research. Her specific work experience includes intersection design, simulation studies, and cost estimates for various southern California agencies. Stephanie is dedicated in learning the ever-changing industry standards and enjoys her work in developing a safe environment for walking and biking.

#### RELEVANT EXPERIENCE

- City of Orange Traffic Signal Upgrades Citywide, HSIP Cycle 6 & 8
- Los Angeles County Firestone Blue Line Traffic Signal and Signing/Striping Design
- City of Anaheim Katella Avenue Widening Project
- City of Inglewood Multi-Corridor TSSP



#### EDUCATION

BS, Civil Engineering, California State University, Fullerton, State

### KEVIN KELLEY, EIT

TRAFFIC SIGNAL MODIFICATIONS ENGINEER | ASSOCIATE ENGINEER

KOA

Kevin Kelley is an Associate Engineer with KOA who graduated in June of 2017. While working with KOA, he has been involved with the Signal Synchronization project process. He has established existing conditions of a network through data collection and field inventory. He has completed field work and field inventory of intersections and their respective cabinets. Kevin has worked on producing Traffic Signal Modification Plans, Signing and Striping plans, Interconnect plans and Traffic Control Plans, Street Rehabilitation and Waterline improvement plans. He has utilized Tru-Traffic and completed Tru-Traffic Runs in before and after studies. Kevin has worked on creating Synchro networks and optimizing timing.

#### RELEVANT EXPERIENCE

- City of Long Beach Anaheim Street Corridor Improvement Project
- City of Placentia Citywide Cycle 9 HSIP Improvements
- City of Carson Bike Lanes PS&E
- City of Inglewood Multi-Corridor TSSP
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements



#### EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

#### REGISTRATIONS

Engineer-in-Training (Civil), CA #1.60650

## APPENDICES | RESUMES

### RUSSELL HANSON, PLS, GISP LAND SURVEY TASK LEADER | ASSOCIATE

*Subconsultant - Huitt-Zollars*

Russell Hanson has 22 years of experience in the preparation of Tract Maps, Parcel Maps, Records of Survey, Right-of-Way maps, Legal Descriptions, ALTA Surveys and Lot Line Adjustments. He has been involved in numerous rehabilitation projects for streets and intersections using conventional survey, GPS survey and scanning. Russell coordinates field crews, processing field work and delivers final CAD product and has extensive survey experience in Southern California.

#### RELEVANT EXPERIENCE

- City of Long Beach Division Street Survey
- City of La Habra Imperial Highway and Del Sur Avenue Survey
- City of El Monte Mountain View Road Survey
- City of Alhambra Alley Topographical Survey
- City of Long Beach Atlantic Avenue Survey



#### EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

#### REGISTRATIONS

Professional Land Surveyor (PLS), CA #8873

Geographic Information System Professional (GISP), CA #64594

### JEFF WOOJUNG KIM, PLA, ASLA LANDSCAPE ARCHITECTURE/IRRIGATION TASK LEADER | CSI PROJECT MANAGER

*Subconsultant - CSI*

Jeff Kim has over twenty years of experience with Cornerstone Studios. He brings a thoughtful and creative approach to each of his clients and projects. His keen sense of design, project management skills, and attention to detail are integral to the success of his projects. With extensive experience working with numerous government agencies, he excels in projects at the city, county, or federal level and possesses a good understanding of the requirements needed to complete the project. He is responsible for implementation of conceptual design through completion of construction documents as well as coordination with teams of sub-consultants.

#### RELEVANT EXPERIENCE

- City of Costa Mesa Bristol Street Median Landscape Architecture Services
- City of Costa Mesa Adams Avenue Improvement Project Landscape Architecture Services (KOA is the prime consultant)
- City of Costa Mesa Randolph Avenue Improvements PS&E Landscape Architecture Services (KOA is the prime consultant)
- City of Inglewood Century Boulevard
- City of Long Beach Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design Landscape Architecture Services (KOA is the prime consultant)
- OCTA OC Streetcar Project Landscape Architecture Services in Santa Ana



#### EDUCATION

BS, Landscape Architecture, College of Environmental Design, California State Polytechnic University, Pomona, CA

#### REGISTRATIONS

Professional Landscape Architect (PLA), CA #6082

American Society of Landscape Architects (ASLA)

## APPENDICES | RESUMES

### JESUS "FREDDIE" OLMOS ENVIRONMENTAL TASK LEADER | GROUP MANAGER-CEQA

*Subconsultant - ECORP*

Freddie Olmos' professional experience involves CEQA and NEPA analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MND), EIRs, Environmental Impact Statements, Environmental Assessments, and Findings of No Significant Impact, including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects. Freddie is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

#### RELEVANT EXPERIENCE

- City of Costa Mesa Bristol Street Improvement Project Environmental Services
- City of Costa Mesa CEQA Compliance for Lions Park Improvements
- City of Long Beach Market Street Pedestrian & Streetscape Enhancements
- City of Highland CEQA Documents with Supporting Technical Assessments for the City Creek and Alabama Street Bikeways Project



#### EDUCATION

BA, Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine, CA

#### REGISTRATIONS

Caltrans Environmental Compliance Training Course for Local Agency Partners and Consultants – Categorical Exemptions and Categorical Exclusions, Caltrans

### JOE DIETZ, PE, SE STRUCTURAL ENGINEERING & DRAINAGE TASK LEADER | SENIOR ENGINEER

*Subconsultant - DSC Engineering*

Joe Dietz has well rounded experience in civil and structural engineering stemming from his involvement in a variety of commercial, educational and federal projects. His experience includes work on both public and private jobs of varying sizes and construction material types. Joe has extensive working knowledge of the California Building Code (CBC) and its application to civil and structural engineering projects. Joe's structural engineering experience includes structural retrofits of substandard structures, analysis of existing structures and the design of new structures. Joe has also worked on several Department of State Architect (DSA) projects on community college campuses.

#### RELEVANT EXPERIENCE

- City of Anaheim Lincoln Avenue Sign Relocations
- City of Huntington Beach Edinger Avenue Sign Relocations
- City of Anaheim Katella Widening
- City of Santa Fe Springs Santa Fe Springs Town Center
- Los Angeles Pierce College Project



#### EDUCATION

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

#### REGISTRATIONS

Professional Engineer (PE), Civil, CA #67032  
Structural Engineer (SE), CA #5251

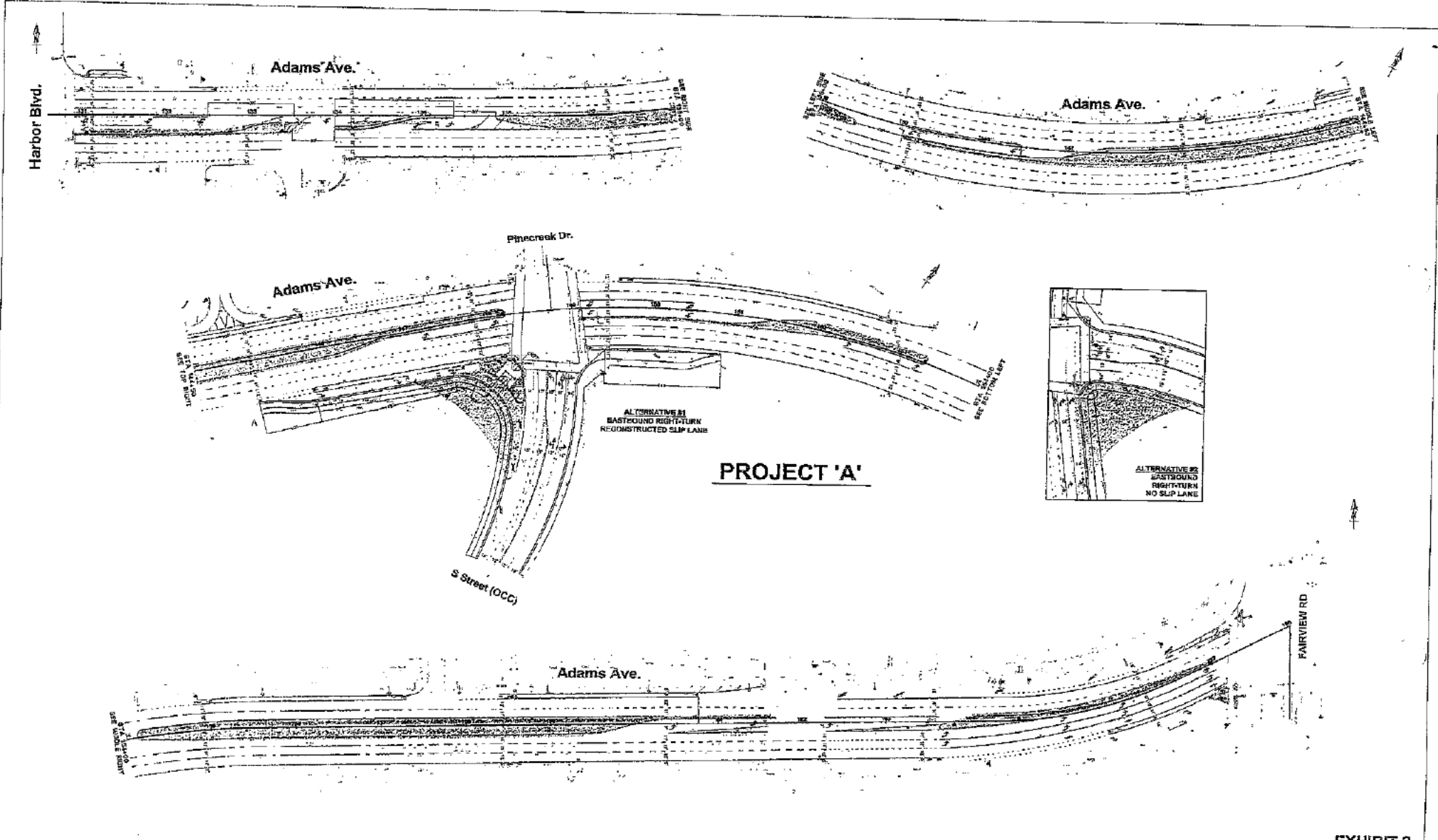


EXHIBIT 2



<b>LEGEND</b>	<b>SCALE</b> 1" = 40'
Proposed Lane String Configuration	
Existing surface utility	
Existing median/shoulder area(s)	
Proposed median/shoulder area(s)	

**CONCEPTUAL LAYOUT - ADAMS AVENUE BIKEWAY PROJECTS 'A' & 'B'**  
**ADAMS AT PINECREEK AND HARBOR BOULEVARD TO FAIRVIEW AVENUE**

**CITY OF COSTA MESA**  
 PUBLIC SERVICES DEPARTMENT /  
 TRANSPORTATION SERVICES DIVISION

LOS ANGELES | CORPORATE OFFICE  
1100 Corporate Center Drive, Suite 201  
Monterey Park, CA 91754  
(323) 260-4703

ORANGE COUNTY OFFICE  
2141 W. Orangewood Avenue  
Orange, CA 92868  
(714) 573-0317

INLAND EMPIRE OFFICE  
3190 Shelby Street, Bldg C.  
Ontario, CA 91764  
(909) 890-9693

SAN DIEGO OFFICE  
5095 Murphy Canyon Road, Suite 330  
San Diego, CA 92123  
(619) 683-2933

COACHELLA VALLEY OFFICE  
78-405 Via Caliente  
La Quinta, CA 92253  
(760) 694-1716

WEST LOS ANGELES OFFICE  
300 Corporate Pointe, Suite 470  
Culver City, CA 90230  
(310) 473-6508





**EXHIBIT B**  
**COST PROPOSAL**

**Exhibit 10-H1 Cost Proposal Page 1 of 3**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed.  Prime Consultant  Subconsultants  2nd Tier Subconsultant

Consultant: KOA Corporation  
Project No.: CML-5312(104) Contract No. \_\_\_\_\_ Date 2/10/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Stephen Bise*	14.00	\$77.00	\$ 1,078.00
Project Manager	Matt Stepien*	86.00	\$77.00	\$ 6,622.00
Sr. Associate Engineer	Various	154.00	\$55.00	\$ 8,470.00
Sr. Designer	Various	52.00	\$46.00	\$ 2,392.00
Associate Engineer	Various	188.00	\$40.00	\$ 7,520.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 26,082.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 26,082.00**

**INDIRECT COSTS**

d) Fringe Benefits Rate: 34.46% e) Total Fringe Benefits [(c) x (d)] \$ 8,987.86  
 f) Overhead Rate: 31.44% g) Overhead [(c) x (f)] \$8,200.18  
 h) General and Administrative Rate: 69.95% i) Gen & Admin [(c) x (h)] \$18,244.36  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 35,432.40**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 %] \$ 6,151.44**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage	200	miles	\$ 0.575	\$ 115.00
Other Direct Costs - Reproduction	1	lump sum	\$ 685.00	\$ 685.00
			\$ -	\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 800.00</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Huitt-Zollars \$ 4,763.14  
 Subconsultant 2: Cornerstone Studios, Inc. \$ 8,888.90  
 Subconsultant 3: ECORP Consulting, Inc. \$ 10,954.13  
 Subconsultant 4: \_\_\_\_\_

**m) TOTAL SUBCONSULTANTS' COSTS \$ 24,606.17**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 25,406.17**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 93,072.01**

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirement must be marked with two asterisks (\*\*). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

- NO ANTICIPATED SALARY INCREASE -

Exhibit 10-H1 Cost Proposal Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant KOA Corporation Contract No. 0 Date 2/8/2021

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	=	5 Year Contract Duration
\$ 250,000.00		5000		\$50.00		Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.00%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.00%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.00%	*	5000	=	750	Estimated Hours Year 3
Year 5	10.00%	*	5000	=	500	Estimated Hours Year 4
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of ho**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 2
Year 4	\$53.06	*	750	=	\$39,795.00	Estimated Hours Year 3
Year 5	\$54.12	*	500	=	\$27,060.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	Transfer to Page 1
						Increase
						\$7,871.10

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

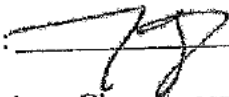
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Juan Gutierrez

Title \*: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 02/08/2021

Email: kgutierrez@koecorp.com

Phone Number: 323-260-4703

Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ENGINEERING AND PLANNING SERVICES,

**Exhibit 10-H1 Cost Proposal Page 1 of 3**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Markups are Not Allowed  Prime Consultant  Subconsultants  2nd Tier Subconsultant

Consultant: Huitt-Zollars  
Project No.: CML-5312(104) Contract No. \_\_\_\_\_ Date 2/10/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	David Mackey	2.00	\$49.24	\$ 98.48
2 person survey crew	Manny Flores/Kyle Decker	14.00	\$87.03	\$ 1,218.42
Survey Technician	Zack Boven	7.00	\$28.70	\$ 200.90
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 1,517.80  
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 1,517.80**

**INDIRECT COSTS**

d) Fringe Benefits Rate: 60.87% e) Total Fringe Benefits [(c) x (d)] \$ 923.88  
 f) Overhead Rate: 0.00% g) Overhead [(c) x (f)] \$0.00  
 h) General and Administrative Rate: 124.42% i) Gen & Admin [(c) x (h)] \$1,888.45  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 2,812.33**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 433.01**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage				\$ -
Other Direct Costs - Reproduction				\$ -
			\$ -	\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ -</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Subconsultant 4: \_\_\_\_\_

**m) TOTAL SUBCONSULTANTS' COSTS \$ -**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**

**TOTAL COST [(c) + (i) + (k) + (n)] \$ 4,763.14**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirement must be marked with two asterisks (\*\*). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(NO ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Jeremy Okamoto Title: VICE PRESIDENT / MANAGING PRINCIPAL  
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): \_\_\_\_\_  
 Email: OKAMOTO@HUNT-ZOLLNER.COM Phone Number: (949) 988-5815  
 Address: 2003 MAIN STREET, SUITE 400, IRVING, CA 92614-4250

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

**List services the consultant is providing under the proposed contract:**

Field survey
--------------

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Markings are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Cornerstone Studios, Inc

Project No. CML-5312(104)    Contract No. \_\_\_\_\_    Date 2/05/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Jeff Woo Kim	24.0	\$ 43.50	\$ 1,044.00
(Landscape Architect)	Don Wilson	20.0	\$ 43.50	\$ 870.00
(Designer)	Jinny Lee	40.0	\$ 32.00	\$ 1,280.00
(Inspector)**			\$	\$

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 3,194.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ \_\_\_\_\_
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 3,194.00

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 17.00%) e) Total Fringe Benefits [(c) x (d)] \$ 542.98
- f) Overhead (Rate: 78.00%) g) Overhead [(c) x (f)] \$ 2,491.32
- h) General and Administrative (Rate: 58.00%) i) Gen & Admin [(c) x (h)] \$ 1,852.52
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 4,886.82
- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee \_\_\_\_\_ %]** \$ 808.08

**FIXED FEE**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
<b>l) TOTAL OTHER DIRECT COSTS</b>				\$ 0

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ _____
Subconsultant 2:	\$ _____
Subconsultant 3:	\$ _____
Subconsultant 4:	\$ _____
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	\$ 0

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 8,888.90

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



"No anticipated salary increase"

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (I.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Jeff W. Kim Title #: Principal

Signature:  Date of Certification (mm/dd/yyyy): 02/05/2021

Email: jeff@csstudios.com Phone Number: 714-973-0368

Address: 951 E Santa Ana Blvd. Santa Ana, CA 92701

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Landscape Architectural Design Services
---

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant ECORP Consulting, Inc.

Project No. CML-5312(104) Contract No. \_\_\_\_\_ Date 11/23/2020 revised 02/02/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Alfredo Aguirre	21.0	\$ 38.46	\$ 807.66
QA/QC Manager	Freddie Olmos	6.0	\$ 53.46	\$ 320.76
Environ. Planner	Lindsay Liegler	72.5	\$ 26.44	\$ 1,916.90
Sr. GIS Technician	Marc Guidry	3.0	\$ 40.02	\$ 120.06
Proj. Acct./Contracts	Jackie McComas	1.0	\$ 29.36	\$ 29.36

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 3,194.74
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 3,194.74**

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 68.20%) e) Total Fringe Benefits [(c) x (d)] \$ 2,178.81
- f) Overhead (Rate: 44.57%) g) Overhead [(c) x (f)] \$ 1,423.90
- h) General and Administrative (Rate: 95.79%) i) Gen & Admin [(c) x (h)] \$ 3,060.24
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 6,662.95**
- k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 985.77**

**FIXED FEE**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs	1	Daily rate	\$85.00	\$85.00
Equipment Rental and Supplies	1	Reproduction	\$25.67	\$25.67
Permit Fees				
Plan Sheets				
Test				
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$110.67</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ _____
Subconsultant 2:	\$ _____
Subconsultant 3:	\$ _____
Subconsultant 4:	\$ _____
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	
	<b>\$ _____</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$110.67**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 10,954.13**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**No anticipated salary increase.**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

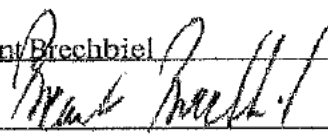
**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Brant Brechbiel Title \*: Vice President  
 Signature:  Date of Certification (mm/dd/yyyy): 02/02/2021  
 Email: bbrechbiel@ecorpconsulting.com Phone Number: (714) 648-0630  
 Address: 2861 Pullman Street, Santa Ana, CA 92705

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Compliance Services
-----------------------------------

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant Huitt-Zollars

Project No. CML-5312(104) Contract No. \_\_\_\_\_ Date 2/5/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	<u>David Mackey</u>	<u>10</u>	<u>\$ 49.24</u>	<u>\$ 492.40</u>
(Survey Technician)	<u>Zach Boven</u>	<u>20</u>	<u>\$ 28.70</u>	<u>\$ 574.00</u>
(	_____	_____	<u>\$ _____</u>	<u>\$ _____</u>
(	_____	_____	<u>\$ _____</u>	<u>\$ _____</u>

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 1,066.40  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ \_\_\_\_\_  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] 1,066.40**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 60.87%) \$ 648.16  
 e) Total Fringe Benefits [(c) x (d)] \$ 648.16  
 f) Overhead (Rate: 0%) \$ 0  
 g) Overhead [(c) x (f)] \$ 0  
 h) General and Administrative (Rate: 124.42%) \$ 1,326.81  
 i) Gen & Admin [(c) x (h)] \$ 1,326.81  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 1,979.97**  
**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 304.14**

**FIXED FEE**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

**l) TOTAL OTHER DIRECT COSTS \$ \_\_\_\_\_**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ \_\_\_\_\_  
 Subconsultant 2: \$ \_\_\_\_\_  
 Subconsultant 3: \$ \_\_\_\_\_  
 Subconsultant 4: \$ \_\_\_\_\_  
**m) TOTAL SUBCONSULTANTS' COSTS \$ \_\_\_\_\_**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ \_\_\_\_\_**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 3,345.51**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(NO ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: JEFFREY OKAMOTO Title \*: VICE PRESIDENT / MANAGING PRINCIPAL  
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): \_\_\_\_\_  
 Email: OKAMOTO@HUNTZELLER.COM Phone Number: (949) 988-8815  
 Address: 2603 MAIN STREET, SUITE 400, IRVINE, CA 92614-4250

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Field survey
--------------





- NO ANTICIPATED SALARY INCREASE -

Exhibit 10-H1 Cost Proposal Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant KOA Corporation Contract No. 0 Date 2/8/2021

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 250,000.00		5000		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$50.00		2%		\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00		2%		\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02		2%		\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06		2%		\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.00%		5000		1000	Estimated Hours Year 1
Year 2	40.00%		5000		2000	Estimated Hours Year 2
Year 3	15.00%		5000		750	Estimated Hours Year 3
Year 4	15.00%		5000		750	Estimated Hours Year 3
Year 5	10.00%		5000		500	Estimated Hours Year 4
Total	100%		Total		5000	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Year	
Year 1	\$50.00		1000		\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00		2000		\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02		750		\$39,015.00	Estimated Hours Year 2
Year 4	\$53.06		750		\$39,795.00	Estimated Hours Year 3
Year 5	\$54.12		500		\$27,060.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=		Transfer to Page 1
				Increase	\$7,871.10	

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board.(when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Juan Gutierrez

Title \*: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 02/08/2021

Email: jgutierrez@koacorp.com

Phone Number: 323-260-4703

Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ENGINEERING AND PLANNING SERVICES.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant DSC Engineering

Project No. CML-5312(104) Contract No. \_\_\_\_\_ Date 12/03/2020

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Engineer	Joseph Dietz	24.00	\$ 50.00	\$ 1,200.00
Project Engineer	Kha Phan	26.00	\$ 38.00	\$ 988.00
CAD Designer	Jose Hernandez	36.00	\$ 24.00	\$ 864.00
				\$ 0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 3,052.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_  
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 3,052.00

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00% ) e) Total Fringe Benefits [(c) x (d)] \$ 0.00  
 f) Overhead (Rate: 110.00% ) g) Overhead [(c) x (f)] \$ 3,357.20  
 h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \$ 0.00  
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 3,357.20

**FIXED FEE**

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00% ] \$ 0.00

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
<b>l) TOTAL OTHER DIRECT COSTS</b>				<u>\$ 0.00</u>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Subconsultant 4: \_\_\_\_\_  
**m) TOTAL SUBCONSULTANTS' COSTS** \$ 0.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 6,409.20

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

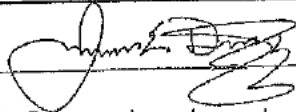
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Joseph E. Dietz Title \*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/03/2020

Email: joe.dietz@dscengineering.net Phone Number: 949-305-9070

Address: 25231 Paseo De Alicia, Suite 260, Laguna Hills, CA 92653

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Structural Engineering Services
---------------------------------

Exhibit 10-H1 Cost Proposal Page 1 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultants  2nd Tier Subconsultant

Consultant: KOA Corporation  
Project No.: CML-5312(104) Contract No. Opt: Traf Analysis Date 2/8/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Stephen Bise*	1.00	\$80.95	\$ 80.95
Project Manager	Matt Stepien*	1.00	\$80.95	\$ 80.95
Sr. Associate Engineer	Various	4.00	\$57.82	\$ 231.28
Sr. Designer	Various	12.00	\$48.19	\$ 578.28
Associate Engineer	Various	4.00	\$42.40	\$ 169.60
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 1,141.06  
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00  
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 1,141.06

**INDIRECT COSTS**

d) Fringe Benefits Rate: 34.46% e) Total Fringe Benefits [(c) x (d)] \$ 393.21  
 f) Overhead Rate: 31.44% g) Overhead [(c) x (f)] \$358.75  
 h) General and Administrative Rate: 69.95% i) Gen & Admin [(c) x (h)] \$798.17  
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 1,550.13

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ 269.12

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage	0	Miles	\$ 0.575	\$ -
Other Direct Costs	0	Lump sum	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<u>\$ -</u>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Subconsultant 4: \_\_\_\_\_

**m) TOTAL SUBCONSULTANTS' COSTS** \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ -

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 2,960.31

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirement must be marked with two asterisks (\*\*). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

- NO ANTICIPATED SALARY INCREASE -

Exhibit 10-H1 Cost Proposal Page 2 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant KOA Corporation Contract No. 0 Date 2/8/2021

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 250,000.00	/ 5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Year	Avg Hourly Rate	+	Proposed Escalation	=	Avg Hourly Rate	Year Avg Hourly Rate
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Year	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	Estimated Hours
Year 1	20.00%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.00%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.00%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.00%	*	5000	=	750	Estimated Hours Year 3
Year 5	10.00%	*	5000	=	500	Estimated Hours Year 4
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Year	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Year	Estimated Hours
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 2
Year 4	\$53.06	*	750	=	\$39,795.00	Estimated Hours Year 3
Year 5	\$54.12	*	500	=	\$27,060.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=		Transfer to Page 1
Increase					\$7,871.10	

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (I.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- Calculations for anticipated salary escalation must be provided.



EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

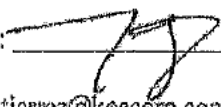
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Juan Gutierrez

Title \*: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 02/08/2021

Email: jugutierrez@koacorp.com

Phone Number: 323-260-4703

Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ENGINEERING AND PLANNING SERVICES.

**EXHIBIT C**  
**APPENDIX E OF THE TITLE VI ASSURANCES**

## **Appendix E of the Title VI Assurances**

### **(US DOT Order 1050.2A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

# CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

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

### BACKGROUND

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

### PURPOSE

It is the purpose of this Policy to:

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

### POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.