

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH C2PM**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and C2PM, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide construction management and inspection support services for Signal Modernization for Systemic Safety Improvements (Federal Project No. HSIPL-5312(107) City Project No. 26-01), as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals No. 26-18, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

Further, pursuant to the requirements of Article XXX, Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as a part of the Agreement record.

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 harassment, workplace violence, discrimination, 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. In addition, Consultant shall comply with the Non-Discrimination Clause and Statement of Compliance as delineated in Article XVI, attached as Exhibit "N" to this PSA.

Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- (a) Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- (b) Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- (c) If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- (d) Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- (e) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- (f) The Contractor shall include the provisions set forth in subparagraphs (a) through (e) (above) in each of its subcontracts.
- (g) The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the State of California that the Consultant has, unless exempt, complied with the nondiscrimination requirements of Government Code § 12990 and 2 CCR § 8103.

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.

1.9. Workplace Safety. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold City harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- (a) Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Costa Mesa City Risk Manager's

Office by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of City's equipment, tools, material, or staff were involved.

- (b) Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of the accident.

1.10. State Prevailing Wage Rates.

- (a) No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code § 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- (b) The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer.
- (c) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- (d) Payroll Records: 1) Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employees by the Consultant or Subconsultant; 2) The payroll records enumerated under paragraph 1) above shall be certified as correct by the Consultant under penalty of perjury. Each Consultant shall submit a certified copy of the records to the entity that requested the records within ten (10) calendar days after receipt of the written request.
- (e) When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City's Contract Administrator.

- (f) Penalty. The Consultant and any of its Subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to § 1775, the Consultant and any Subconsultants shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Consultant or by its Subconsultants in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
- (g) Pursuant to Labor Code § 1775, the City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

2.0. COMPENSATION AND BILLING

2.1. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," (Consultant's Cost Proposal) attached hereto and made a part of this Agreement. Consultant's total compensation, based upon lump sum, shall not exceed Four Hundred Six Thousand Eighty-Four Dollars and Eighty-Three Cents (\$406,084.83).

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

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

2.4. Prompt Payment From Local City To Consultant. The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the 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 and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- (a) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (b) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall

include documentation setting forth in writing the reasons why it is an improper payment request.

2.5. Prompt Payment Certification. Consultant must now submit Exhibit 9-P (pursuant to Article XXX) to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant.

2.6. Prompt Payment of Withheld Funds to Subconsultants. The City may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Consultant based on these acceptances. The City shall designate that no retainage will be held by the City from progress payments due to Consultant. Consultant 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 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.

2.7. Retention of Records, Audits and Audit Review Procedure.

(a) For the purpose of determining compliance with Gov. Code § 8546.7, the 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 the 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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, 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 the Consultant, Subconsultants, and the 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.

(b) 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.

- (c) Not later than thirty (30) calendar 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 will be submitted in writing.
- (d) 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.
- (e) 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 CFR 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 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.
- (f) 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 the Consultant and approved by the City 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 the 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.
 - (1) 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 CFR 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:

- a. 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.
 - b. 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.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- (2) If IOAI is unable to issue a cognizant letter per paragraph E.1. 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.
 - (3) If the Consultant fails to comply with the provisions of this paragraph E, 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 paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 - (4) Consultant may submit to City 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. The 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.

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on July 21, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) year period upon mutual written agreement of both parties.

4.2. 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. 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.

4.3. 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.

4.4. 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.

4.5. 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.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and

completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, 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.

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

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

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

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

5.7. Federal Insurance Requirements. If required by Article XIX, Consultant shall maintain insurance in accordance with those requirements.

6.0. GENERAL PROVISIONS

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

to this Agreement.

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

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

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

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

6.4. Debarment and Suspension Certification: Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000.

- (a) By signing this agreement and Exhibit "Q," Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- (b) By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- (c) 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 party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- (d) Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

6.5. Additional Contract Provisions – Federal. Contractor shall comply with all of the terms and conditions of Exhibit “E,” Article XXXI Title VI Assurances, Appendices A-E of the Title VI Assurances (Appendix A; Appendix B; Clauses for Deeds Transferring United States Property; Appendix C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program; Appendix D, Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program; and Appendix E) which is attached hereto and incorporated herein by this reference as though set forth in full. Exhibit “F,” Article III, Statement of Work; Exhibit “G,” Article IV, Performance Period; Exhibit “H,” Article V, Allowable Costs and Payments; Exhibit “I,” Article VII, Cost Principle and Administrative Requirements; Exhibit “J,” Article X, Subcontracting; Exhibit “K,” Article XI, Equipment Purchase and Other Capital Expenditures; Exhibit “L” Article XII, State Prevailing Wage Rates; Exhibit “M,” Article XIII Conflict of Interest; Exhibit “N” Article XIV, Rebates, Kickbacks or Other Unlawful Consideration; Exhibit “O,” Article XV, Prohibition of Expending City, State, or Federal Funds for Lobbying; Exhibit “P,” Article XVI, Non-Discrimination Clause And Statement Of Compliance; Exhibit “Q,” Article XVII, Debarment and Suspension Certification; Exhibit “R,” Article XX, Funding Requirements; Exhibit “S,” Article XXI, Change In Terms; Exhibit “T,” Article XXIII, Disputes; Exhibit “U,” Article XXIV, Inspection of Work; Exhibit “V,” Article XXV, Safety; and Exhibit “W,” Article XXXIII, Contract.

6.6. Notices. Any notices, documents, correspondence or other communications regarding interpretation of the terms of this Agreement, changes thereto, 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:

C2PM
22601 Summerfield, Suite 2
Mission Viejo, CA 92692

Tel: (949) 254-9077
Attn: Rowena Altaha

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5184
Attn: Ramin Nikoui

Courtesy copy to:

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

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

immediate termination of this Agreement by City.

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

6.9. 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 Los Angeles County, California.

6.10. 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.

6.11. 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.

In addition, Consultant must also comply with Article XXVII Claims Filed by City's Construction Contractor as follows:

- (a) If claims are filed by City's construction contractor relating to work

performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- (b) Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- (c) Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

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

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

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

6.14. Ownership/Confidentiality of Data/Documents.

- (a) It is mutually agreed that all materials prepared by Consultant under this Agreement shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this

Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

- (b) Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- (c) Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) City may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- (f) All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- (g) Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- (h) Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- (i) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by

City, and receipt of City's written permission.

- (j) Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

6.15. 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 7920.000, *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. 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. In addition, Consultant must comply with the federal Conflict of Interest provisions delineated in Article XIII, attached hereto as Exhibit "M".

6.17. Rebates, Kickbacks or Other Unlawful Consideration. The Consultant warrants this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, i.e., a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. 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 prices or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6.18. Prohibition of Expending City, State, or Federal Funds for Lobbying.

- (a) The Consultant certifies, to the best of his or her knowledge and belief, that
 - 1) No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite form making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- (d) The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

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

6.21. National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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

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

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

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

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

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

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

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

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

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

6.32. 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: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ramin Nikoui
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

The background of the entire page is a photograph of a city street intersection. Two white utility trucks with boom lifts are positioned on the left side of the road, with workers in yellow safety vests and hard hats working on traffic lights. The street is lined with palm trees and modern buildings. A worker in a yellow vest stands in the middle of the intersection, which is marked with white crosswalk lines and orange traffic cones. The sky is clear and blue.

CITY OF COSTA MESA

REQUEST FOR PROPOSAL: RFP 26-18

CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR
SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS

Submission Date: April 27, 2026

April 27, 2026

Mr. Kevin Gaxiola
Senior Management Analyst
City of Costa Mesa
Public Works Department

SUBJECT: CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107), CITY PROJECT No. 26-01)

Dear Mr. Gaxiola and Selection Committee,

C2PM is pleased to submit this proposal to provide Construction Management and Inspection (CM/CI) Support Services for the City of Costa Mesa's (City) Signal Modernization for Systemic Safety Improvements Project (Project). We understand the City's goal is to efficiently deliver safety-focused upgrades across 128 signalized intersections within a compressed 95 working day construction window, while maintaining strict compliance with federal requirements and minimizing impacts to the community. Our CM/CI team brings extensive experience delivering federally funded transportation projects administered through Caltrans, with a strong command of the Local Assistance Procedures Manual (LAPM), federal reporting requirements, labor compliance, and documentation protocols. We understand that this project requires not only technical expertise in traffic signal systems, including signal head upgrades, pedestrian safety enhancements, emergency preemption, and battery backup systems, but also disciplined contract administration, proactive coordination, and real-time responsiveness to City staff and contractors.

C2PM is a full-service Program, Project, and Construction Management firm with 25 years of experience, with roots in general contracting dating back to 1997. Our depth of experience is critical to the value we bring to our clients, providing our team with a practical, field-driven understanding of construction means and methods, cost drivers, sequencing, and contractor-minded decision-making that translates into more accurate cost estimating, stronger construction oversight, proactive management of unforeseen conditions, and more effective risk mitigation.

Over the past two decades, C2PM has successfully supported the delivery of more than **\$15 billion** in capital improvement programs (CIP) for public agencies throughout California. Our experience spans roadway and highway improvements, bridges and structures, water and wastewater systems, storm drain infrastructure, transit systems, airport facilities, and public buildings. We have provided Construction Management, Construction Inspection, Cost Estimating, and Traffic Safety control services to municipalities including City of Los Angeles, Orange County, San Diego, Irvine, Lake Forest, Fullerton, Tustin, Perris, Alameda, Pittsburg, Oakland, and Benicia.

UNDERSTANDING & APPROACH

C2PM will provide a dedicated Resident Engineer (RE) and experienced inspection staff to deliver full-service construction management, including contract administration, schedule and cost control, inspection, documentation, and federal compliance oversight. Our approach emphasizes:

- **Proactive Field Coordination:** Rapid issue resolution, continuous communication, and close coordination with contractors & stakeholders to maintain schedule.

- **Federal Compliance Excellence:** Rigorous adherence to LAPM requirements, including Buy America, labor compliance, certified payroll review, and federal documentation and reporting.
- **Quality & Safety Assurance:** Consistent inspection practices aligned with Caltrans standards and California Manual on Uniform Traffic Control (CA MUTCD) requirements to ensure safe, compliant, and high-quality installations.
- **Community Sensitivity:** Active coordination with public safety, local businesses, schools, and institutions to minimize traffic impacts and maintain safe access throughout construction.

RELEVANT EXPERIENCE

C2PM's experience on large-scale, complex transportation projects demonstrates our ability to successfully deliver projects requiring stringent oversight, coordination, and compliance:

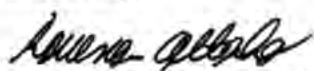
- **Caltrans I-405 Improvements (Santa Ana, CA):** C2PM provided roadway and electrical construction inspection services on this \$2.16 billion design-build freeway project, supporting construction of express lanes, traffic systems, and corridor-wide improvements within an active, high-traffic environment. Our team ensured compliance with Caltrans standards, coordinated with multiple local jurisdictions, and helped maintain project schedule through proactive issue resolution and disciplined documentation.
- **Ethanac Road Bridge Over San Jacinto River (Perris, CA):** As the Prime consultant, C2PM is nearing completion of delivering full construction management services for a \$23 million federally and regionally funded bridge with associated electrical works. Our responsibilities include contract administration, labor compliance, submittals, RFIs, change orders, and coordination with multiple local agencies, demonstrating our ability to manage complex federal requirements while maintaining quality, schedule, and budget.

These projects reflect C2PM's proven ability to manage transportation infrastructure projects with similar regulatory complexity, stakeholder coordination demands, and technical requirements as the Project.

COMMITMENT TO THE CITY OF COSTA MESA

C2PM is committed to serving as a trusted partner to the City by delivering responsive, transparent, and high-quality CM/CI services. Our team is locally based out of South Orange County, accessible, and prepared to mobilize quickly to meet the City's schedule and staffing needs. We will work collaboratively with City staff to ensure successful project delivery that enhances safety, mitigates disruption, and meets all federal and local requirements. C2PM appreciates the opportunity to support the City of Costa Mesa on this important safety initiative and look forward to contributing to its successful completion. As a certified DBE firm with a staff of 34 construction management professionals and the ability to rapidly scale, C2PM is uniquely positioned to support the City's project goals.

Sincerely,



Rowena Altaha, CSLBA
Principal-In-Charge

COMPANY INFORMATION

OFFICE	22601 Summerfield, Suite 2, Mission Viejo, CA 92692
PHONE	(949) 254-9077
EMAIL	rowena@c2pm.com

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SECTION 1 - BACKGROUND AND PROJECT SUMMARY

C2PM understands that the City is seeking CM/CI support services for the federally funded Project, which will implement critical safety and operational upgrades at approximately 128 of the City's 131 signalized intersection improvements throughout the City including installation of retroreflective border backplates at signalized intersections, new countdown pedestrian signal heads, upgrades of 8-inch signal heads to 12-inch signal heads, emergency vehicle preemption, battery backup systems, and leading pedestrian intervals at select intersections. This federally funded project must be delivered within a compressed 95-day construction schedule and in strict accordance with Caltrans LAPM requirements, as well as all applicable federal, state, and local regulations.



The project plans confirm that the work is distributed citywide across multiple major corridors and intersection groups, including locations along Fairview Road, Bristol Street, Newport Boulevard, Harbor Boulevard, Baker Street, Bear Street, Adams Avenue, Victoria Street, Sunflower Avenue, Placentia Avenue, and other local streets. Several plan sheets also identify intersections near or adjacent to sensitive and high-activity areas such as schools, South Coast Plaza, Metro Pointe, the City Yard, Fairview Park, and city boundaries with Santa Ana and Newport Beach. This citywide distribution requires a CM/CI team that

can coordinate multiple work fronts, maintain consistent field documentation, monitor traffic control and pedestrian access, and support efficient construction sequencing without unnecessary disruption to residents, businesses, schools, and visitors.

We understand the City's primary objective is to complete these safety improvements efficiently, safely, and in full compliance with the project plans, specifications, Caltrans requirements, and federal-aid procedures. The Scope of Services in Appendix A requires comprehensive CM/CI services to support the City through all phases of construction. This includes plan review, inspection, quality assurance, coordination with stakeholders, contract administration, documentation, schedule review, RFI and submittal processing, change order support, labor compliance, federal reporting, project records, and adherence to federal-aid requirements such as certified payroll, Buy America provisions, and detailed project recordkeeping.

C2PM further understands that successful delivery will depend on proactive coordination during pre-construction, construction, and closeout. During the initial construction phase, the consultant is expected to review the PS&E, identify constructability issues, initiate the project control system, prepare Caltrans pre-construction documentation, complete LAPM Exhibit 15-B, review the Contractor's schedule and submittals, support the pre-construction meeting, review labor provisions and EEO requirements, and establish a City/Caltrans-compliant project filing structure. During construction, the consultant must provide on-the-job inspection, daily and weekly reports, certified payroll review, employee interviews, prompt payment tracking, photo documentation, quantity calculations, Q-sheets, progress payment support, RFI and change order processing, schedule monitoring, traffic control oversight, and federal documentation tracking.

SECTION 2 - PROJECT APPROACH & METHODOLOGY

PROJECT FAMILIARITY AND UNDERSTANDING OF WORK OBJECTIVES

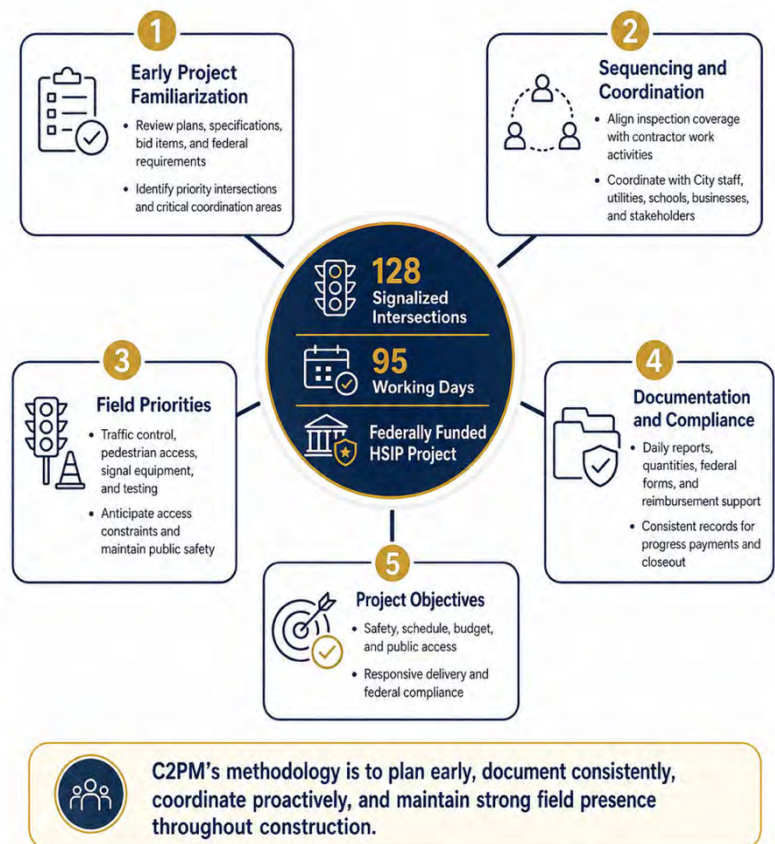
C2PM understands that this project is a citywide, federally funded traffic signal safety improvement effort requiring coordinated construction management across numerous active intersections within a compressed construction duration. Because the work will occur at 128 signalized intersections throughout Costa Mesa, successful delivery will depend on early project familiarization, clear sequencing, consistent inspection coverage, disciplined federal documentation, and close coordination with the City, Contractor, utilities, schools, adjacent businesses, and high-activity destinations.

C2PM's approach will begin with a detailed review of the project plans, specifications, bid items, federal requirements, site visit to the intersection locations, and Contractor's proposed schedule. This review will allow our Resident Engineer (RE), Shahrdad Deravi, PE and Senior Inspector, Steven DeMarr, ICC to identify work locations requiring heightened coordination, including intersections near schools, South Coast Plaza, Segerstrom Center for the Arts, Orange Coast College, Fairview Park, City facilities, and major commercial corridors. Our team will use this early review to anticipate access and traffic flow constraints, detours, traffic control needs, pedestrian routing, signal equipment coordination, and pre-construction property condition documentation before field work begins.

The primary objective of C2PM's approach is to assist the City deliver the signal modernization improvements safely, efficiently, and in compliance with the project

documents and federal-aid requirements. To accomplish this, C2PM will establish a project control system at the outset, complete required startup checklists, review the Contractor's schedule, phased construction sequencing, traffic plans and submittals, confirm documentation protocols, and coordinate inspection coverage around the Contractor's planned work activities. This setup will allow C2PM to respond quickly as work moves between intersections while maintaining consistent reporting, quantity verification, commissioning and compliance tracking.

During construction, C2PM will focus on verifying that installations are completed in accordance with the approved plans and specifications, while documenting the work in a manner that supports progress payments, federal reimbursement, and project closeout. Field staff will monitor traffic control, pedestrian access, signal equipment installation, field testing, public impacts, and contractor progress. Our RE, Shahrdad Deravi,



PE will maintain regular communication with the City's Project Manager and the Contractor to resolve issues early, avoid unnecessary delays, and keep work aligned within the 95-working-day construction schedule and prior to the holiday season.

This understanding shapes C2PM's overall methodology: plan early, document

consistently, coordinate proactively, and maintain strong field presence throughout construction. By applying this approach, C2PM will assist the City achieve the project's core objectives of improving traffic signal visibility, pedestrian safety, emergency response, and overall intersection safety while protecting schedule, budget, public access, and federal compliance.

PROJECT SPECIFIC ISSUES AND C2PM SOLUTION

C2PM has identified key risks and will proactively manage to ensure successful project delivery:

ISSUE	C2PM'S SOLUTION
Coordinating work across 128 active signalized intersections within 95 working days	C2PM will review the Contractor's baseline schedule, intersection groupings, work sequence, lead times, and any multiple crew deployment plans at the start of construction. C2PM will establish a project control system to track progress by corridor, intersection, bid item, submittal status, testing, and punch list. Inspection coverage will be aligned with look-ahead schedules, so field staff are present for critical signal activities and final operational testing.
Maintaining traffic, pedestrian, school, and business access during active signal upgrades	C2PM will review traffic control plans and field implementation for compliance with project requirements, CA MUTCD, and the WATCH Manual. Inspectors will verify lane closures, detours, pedestrian routing, signage, cones, barricades, flagging, and work zones before work begins and confirm safe restoration at the end of each work period. Unsafe or non-compliant conditions will be documented and elevated immediately for correction.
Protecting access and minimizing disruption near high-activity destinations	C2PM will coordinate with the City and Contractor before work begins near Orange Coast College, Newport-Mesa Unified School District facilities, Segerstrom/South Coast Plaza, adjacent businesses, and other sensitive locations. Our team will review work dates, traffic control impacts, public notice needs, access requirements, and special restrictions. Field staff will monitor driveway access, business access, pedestrian routes, school circulation, and stakeholder concerns.
Verifying Buy America/BABA, Certificates of Compliance, and signal equipment documentation before installation	C2PM will establish a material compliance log to track submittals, Certificates of Compliance, Buy America/BABA documentation, and approvals for retroreflective backplates, countdown pedestrian signals, 12-inch signal heads, emergency vehicle preemption, battery backup systems, cabinet/controller components, and related signal materials. Required documentation will be identified early to avoid installation delays, reimbursement issues, or non-compliant materials.
Testing, documenting, and closing out safety improvements	C2PM will use an intersection-based testing and closeout tracker to confirm completion of countdown pedestrian signals, leading pedestrian intervals, emergency vehicle preemption, battery backup systems, upgraded signal heads, and retroreflective backplates. Field staff will

across multiple intersections

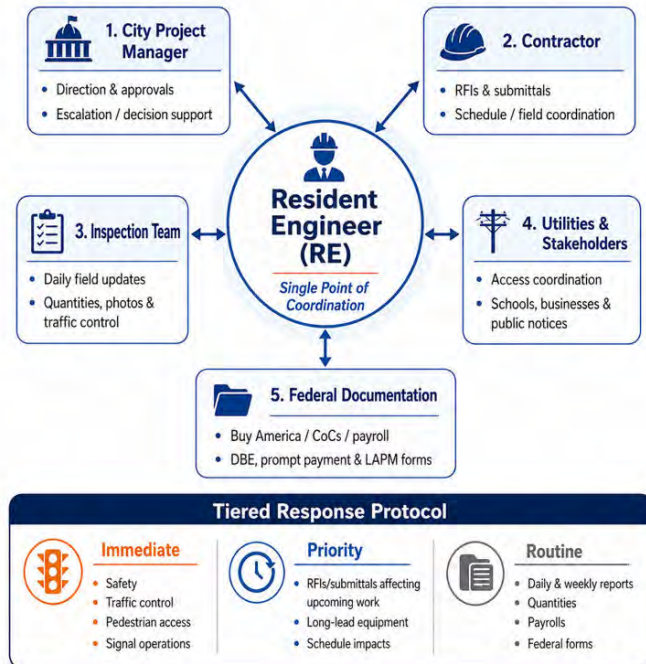
verify installation, document functional testing, track deficiencies, and maintain daily reports, photos, quantities, testing records, punch lists, as-builts, and closeout documentation by intersection and bid item.

RESIDENT ENGINEER RESPONSIVENESS AND COMMUNICATION PROTOCOL

C2PM understands that prompt responsiveness by the RE is critical to the success of this project because the work will move quickly across **128 active signalized intersections** within a **95-working-day construction duration**. Delayed responses to RFIs, submittals, traffic control concerns, signal equipment certifications, Buy America/BABA documentation, or field questions could affect multiple work locations, create access impacts, delay equipment installation, or jeopardize federal reimbursement documentation. C2PM's RE, Shahrdad Deravi, PE will serve as the central point of coordination between the City, Contractor, utilities and project stakeholders providing timely communication, clear direction, and proactive issue resolution throughout all phases of construction.

Pre-Construction Phase: During pre-construction, C2PM's RE, Shahrdad Deravi, PE, will establish the foundation for communication, responsiveness, and decision-making by confirming protocols with the City's Project Manager for RFIs, submittals, change orders, inspection requests, field issues, federal documentation routing, meeting schedules, and escalation procedures. Our RE will lead pre-construction meetings, review contract, schedule, traffic control, and phasing requirements with the Contractor, and confirm expectations for daily reporting, weekly coordination, schedule updates, traffic control implementation, and required federal documentation.

Our RE will also perform an early review of the plans, specifications, bid items, Contractor's baseline schedule, intersection sequencing plan, traffic control approach, and signal



equipment submittal schedule. Particular attention will be given to high-activity locations such as Orange Coast College, Newport-Mesa Unified School District facilities, Segerstrom/South Coast Plaza, and business corridors, where access, public notices, pedestrian movement, and peak traffic periods must be carefully coordinated. As part of this early effort, C2PM will conduct a pre-construction condition survey with photo and/or video documentation at applicable work locations to document existing conditions before construction begins and help protect the City from unsupported public or private damage claims.

To support prompt action, our RE will establish tracking logs for RFIs, submittals, action items, change orders, signal equipment certifications, Buy America/BABA documentation, Certificates of Compliance, traffic control issues, and stakeholder concerns. Each log will identify the responsible party, date received, required action, target response date, status, and follow-up needed. Time-sensitive items

affecting upcoming field work, such as countdown pedestrian signals, 12-inch signal heads, emergency vehicle preemption equipment, battery backup systems, controller/cabinet-related components, and traffic control approvals, will be prioritized based on the Contractor's look-ahead schedule.

Construction Phase: During construction, our RE, Shahrdad Deravi, PE, will maintain active communication with the City, Contractor, design team, and inspection staff to keep work progressing across multiple intersections. Our RE will coordinate daily with field staff to confirm work locations, critical activities, field conditions, traffic control status, pedestrian access, public impacts, quantities, and unresolved issues. Our RE will also conduct regular progress meetings, review look-ahead schedules, monitor RFIs and submittals, and remain accessible during working hours and critical construction activities to respond to issues involving signal shutdowns, pedestrian routing, lane closures, equipment installation, field testing, access impacts, and changed conditions.

C2PM will coordinate closely with the Contractor before work begins at each location to verify existing utilities and identify potential conflicts with signal equipment, cabinets, conduit, pull boxes, service points, foundations, and related electrical/civil improvements. Where potholing, utility verification, trenching, or other subsurface investigation is required by the plans, field conditions, or approved Contractor work plan, C2PM will confirm that the work is properly coordinated, documented, and completed before affected installations proceed. If trenching, micro tunneling, or other subsurface work becomes necessary, C2PM will monitor the activity for compliance with approved traffic control, utility protection, restoration, safety, and documentation requirements.

C2PM's inspection team will provide both electrical and civil inspection support.

Electrical inspection will focus on signal equipment, pedestrian signal upgrades, emergency vehicle preemption, battery backup systems, cabinet/controller-related components, conduit, wiring, testing, and related certifications. Civil inspection will focus on traffic control, pedestrian access, excavation/restoration impacts, surface restoration, utility coordination, and any work affecting sidewalks, curb ramps, pavement, or adjacent public access areas.

C2PM will use a tiered response approach to keep the project moving. Safety issues, non-compliant traffic control, blocked pedestrian access, signal operation concerns, utility conflicts, or business/school access impacts will receive immediate attention. RFIs and submittals affecting upcoming work will be prioritized based on schedule impact, material lead times, and planned work locations, while routine documentation items such as certified payroll, prompt payment tracking, daily reports, weekly RE reports, quantity sheets, testing records, utility documentation, and federal forms will be reviewed on a recurring schedule to prevent backlog and protect reimbursement eligibility.

Our RE will also support timely decision-making by providing the City with concise, well-documented recommendations. When an issue requires City direction, design clarification, utility coordination, or formal approval, our RE will transmit the issue with relevant field facts, photographs, specification references, schedule considerations, cost implications, and recommended options so the City can make informed decisions quickly while maintaining proper control of contract direction.

Post Construction Phase: During post-construction, C2PM will focus on completing the project in an organized, documented, and audit-ready manner. Our RE, Shahrdad Deravi, PE, will coordinate with the City, Contractor, inspection staff, and electrical/signal support personnel to confirm that all work has been

completed in accordance with the approved plans, specifications, change orders, and City requirements. C2PM will prepare and track the punch list, verify corrective actions, confirm final quantities, and support final acceptance of the work.

C2PM will also support final testing and commissioning of the signal modernization improvements, including countdown pedestrian signals, leading pedestrian intervals, emergency vehicle preemption equipment, battery backup systems, upgraded signal heads, retroreflective backplates, cabinet/controller-related components, and related electrical/signal improvements. Any deficiencies identified during final inspection or testing will be documented, communicated to the Contractor, and tracked through correction.

Closeout documentation will be maintained by intersection and bid item to provide the City with a complete project record. C2PM will compile final reports, quantity sheets, testing records, photographs, material certifications, Buy America/BABA documentation, Certificates of Compliance, certified payroll records, DBE/prompt payment documentation, change order files, RFIs, submittals, punch list records, and as-built information. C2PM will also support final payment, Caltrans/FHWA closeout documentation, reimbursement support, and audit readiness to help preserve federal eligibility and provide reliable records for future signal maintenance and operations.

Project Delivery: C2PM's responsiveness protocol is built around the specific needs of this project: multiple active intersections, compressed construction duration, traffic and pedestrian access requirements, signal equipment coordination, and federal documentation compliance. By establishing communication protocols early, maintaining active tracking logs, aligning responses with the Contractor's schedule, and escalating field issues promptly, the RE will help the City maintain project momentum, minimize disruption to the public, and deliver the project

in compliance with the plans, specifications, LAPM requirements, and federal-aid documentation standards.

FEDERAL COMPLIANCE AND DOCUMENT CONTROLS

C2PM understands that this HSIP-funded project requires complete, accurate, and audit-ready documentation to protect the City's federal reimbursement eligibility. Our approach is to establish compliance controls at the start of the project, track required documentation throughout construction, and verify completeness before closeout.

1. Federal Compliance

During pre-construction, C2PM will establish a project filing structure consistent with City and Caltrans requirements. The RE will review federal requirements with the Contractor at the pre-construction meeting, including Buy America/BABA, Certificates of Compliance, labor compliance, EEO requirements, certified payrolls, employee interviews, jobsite postings, DBE requirements, prompt payment reporting, and required LAPM forms. C2PM will also complete the Caltrans pre-construction checklist and LAPM Exhibit 15-B and confirm that federal documentation responsibilities, submittal routing, and review procedures are understood before field work begins.

2. Buy America/BABA and Certificates of Compliance

C2PM will maintain a material certification log to track required documentation for signal equipment and related materials. This log will identify the item, submittal status, Certificate of Compliance, Buy America/BABA documentation, DOT CEM-3101 documentation, approval status, and installation status. C2PM will coordinate with the Contractor early so required documentation is submitted before materials are ordered or installed. This will

apply to applicable project materials such as:

- retroreflective backplates,
- countdown pedestrian signals,
- 12-inch signal heads,
- emergency vehicle preemption equipment,
- battery backup systems,
- controller/cabinet-related components,
- and related electrical/signal materials.

3. Labor Compliance Controls

C2PM will obtain, review, and track certified payrolls, owner-operator listings, apprentice documentation, employee interviews, wage rates, and required jobsite postings. Daily inspection reports, employee interviews, payrolls, and wage determinations will be cross-checked to confirm consistency of workers, classifications, hours, and wage rates. Payroll delinquencies, discrepancies, or inadequacies will be documented, communicated to the Contractor, and tracked through correction.

4. DBE and Prompt Payment Tracking

C2PM will track subcontracting and DBE-related (if any) documentation throughout the project. C2PM will verify that required forms are submitted on time, reviewed for completeness, and filed in the project records. This includes:

- LAPM Exhibit 16-B, Subcontracting Request, before subcontracted work begins;
- LAPM Exhibit 9-P, Prompt Payment Certification, monthly;
- LAPM Exhibit 17-F, Final Report Utilization of DBE and First-Tier Subcontractors, at completion;
- LAPM Exhibit 17-O, DBE Certification Status Change, if applicable.

5. LAPM Field Documentation

C2PM inspectors will prepare daily inspection reports consistent with LAPM Exhibit 16-C1, and the Resident Engineer

will prepare weekly reports consistent with LAPM Exhibit 16-C2. Reports will document work performed, labor and equipment observed, quantities, traffic control conditions, photographs, field issues, safety concerns, access impacts, and compliance observations. C2PM will also prepare Weekly Statements of Working Days (WSOWD) consistent with LAPM Exhibit 16-A and maintain quantity sheets consistent with Caltrans LAPM requirements to support progress payments and final quantities.

6. Logs, Reviews, and Quality Control

C2PM will maintain active logs for RFIs, submittals, change orders, working days, schedule updates, material certifications, payrolls, DBE/prompt payment forms, field issues, and closeout items. Before documents are submitted or filed as final, the RE will review them for completeness, consistency, and traceability. Missing or inconsistent documentation will be identified early and corrected before it becomes a closeout or reimbursement issue.

7. Closeout and Audit Readiness

C2PM will plan closeout from the beginning of construction. At project completion, we will verify that final quantities, punch list records, as-builts, signal testing records, Buy America/BABA documentation, Certificates of Compliance, certified payroll records, DBE forms, prompt payment certifications, change order files, daily reports, weekly reports, and federal closeout documentation are complete and organized.

SECTION 3 - C2PM QUALIFICATIONS & EXPERIENCE

C2PM brings construction management, inspection, contract administration, quality oversight, documentation control, and project controls experience supporting public infrastructure projects for cities, transportation agencies, airports, transit agencies, and

agencies, airports, transit agencies, and Caltrans. For the City's federally funded Project, C2PM has assembled a focused and experienced team with the technical, administrative, and field capabilities needed to support the City through pre-construction, construction, federal documentation, and closeout.

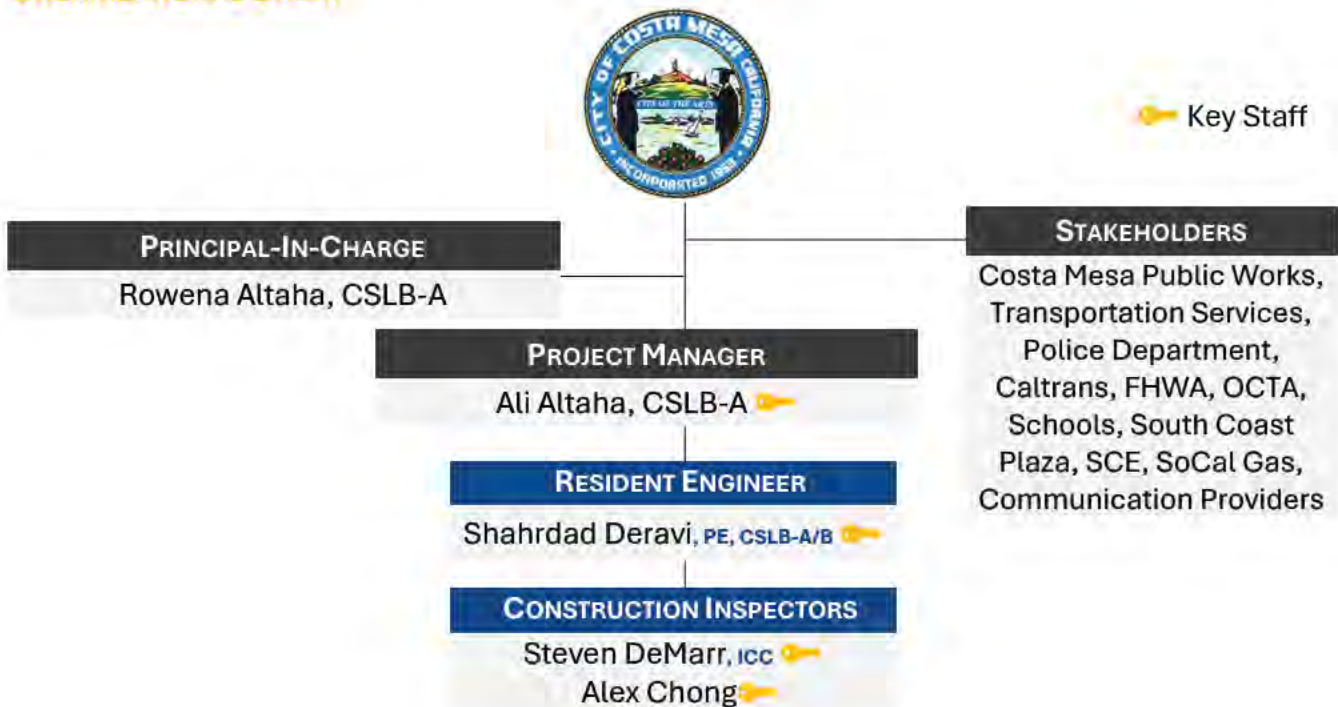
C2PM's proposed team is led by **Ali Altaha as Project Manager, Shahrdad Deravi, PE as Resident Engineer, and Steven DeMarr, ICC as Construction Inspector, with Alex Chong as electrical/signal inspection support** as needed. This structure gives the City a clear chain of responsibility while providing the Caltrans, public works, electrical/signal, inspection, documentation, and project controls experience needed for a fast-moving citywide signal modernization project.

A notable project includes the **Caltrans District 12 / OCTA \$2.16 billion I-405 Improvements**, where C2PM provided roadway and electrical construction inspection services as part of the construction management team. C2PM's

electrical inspection support included freeway lighting systems, ramp metering infrastructure, conduit and pull box installations, traffic signal modifications, and Intelligent Transportation Systems (ITS) components within a heavily traveled active corridor. This experience directly supports the City's need for inspection and documentation of traffic signal equipment and electrical/signal work.

This proposed C2PM team is currently nearing completion on the **\$23M City of Perris Ethanac Road Bridge over San Jacinto River**, where C2PM provides construction management, quality oversight, contract administration, stakeholder coordination, RFI/submittal /change order review, progress reporting, quantity verification, and documentation support. This well-rounded, proven, and experienced team is prepared to apply its knowledge and field expertise to support the City through construction in an active traffic environment while maintaining strong control of schedule, cost, quality, and documentation.

ORGANIZATIONAL CHART



PROPOSED KEY PERSONNEL

ROLE	PROPOSED STAFF	KEY QUALIFICATIONS RELEVANT TO THIS PROJECT
Project Manager	Ali Altaha CSLB-A	35 years of construction/project management experience; public works, Caltrans, transportation, aviation, and municipal infrastructure; contract administration, project controls, QA/QC, RFIs, submittals, change orders, schedules, budgets, and closeout.
Resident Engineer	Shahrdad Deravi, PE, CSLB-A/B	California-registered Civil Engineer with 40 years of experience; 32-year Caltrans career; resident/assistant resident engineer, traffic/transportation, roadway, utility, traffic management, and public works construction experience.
Construction Inspector	Steven DeMarr, ICC	30 years of construction inspection experience; ICC Building, Plumbing, Mechanical, Electrical, and Commercial Combination Inspector; systems, MEP, electrical, transportation, transit, aviation, utilities, daily reporting, testing, and closeout documentation.
Electrical / Signal Inspection Support	Alex Chong	Electrical Engineer with 20 years of experience. Direct Caltrans District 12 I-405 electrical inspection experience involving ramp metering systems, traffic signal systems, CMS, roadway illumination, vehicle detection, CCTV, ETSM, communication systems, quantity takeoffs, as-builts, and pay estimate verification.

PROJECT MANAGEMENT AND TEAM OVERSIGHT

Ali Altaha will serve as Project Manager and will be responsible for overall contract oversight, client coordination, staffing support, quality management, schedule and budget awareness, and executive-level issue resolution. Mr. Altaha has more than 35 years of project and construction management experience across transportation, municipal public works, highways, rail/transit, aviation, and major infrastructure programs.

His experience includes managing multidisciplinary teams, contractors, and subconsultants; administering RFIs, submittals, change orders, payment processes, schedules, budgets, and project controls; and implementing quality management procedures to support compliant

project delivery. For this project, Mr. Altaha will support the RE in maintaining responsiveness, quality, documentation control, and alignment with City expectations. He will also monitor staffing, workload, schedule, and budget performance to confirm that the team remains fully capable of meeting the City's schedule and service needs.

RESIDENT ENGINEER QUALIFICATIONS

C2PM's designated RE, **Shahrdad Deravi, PE**, meets the RFP's requirement for a California-licensed Civil Engineer and brings the depth of public works, transportation, construction administration, and Caltrans experience needed for this assignment.

Mr. Deravi has more than 40 years of experience, including a 32-year Caltrans career with engineering, construction, traffic

Mr. Deravi has more than 40 years of experience, including a 32-year Caltrans career with engineering, construction, traffic engineering, and resident/assistant resident engineer responsibilities on major freeway, interchange, traffic management, roadway, bridge, utility, and corridor improvement projects throughout Southern California. His relevant Caltrans District 12 experience includes the I-5 Expansion, SR-55 Widening, Barranca Parkway Carpool Ramp, University Drive On-Ramp, and the Caltrans District 12 Traffic Management Center. He also has experience with roadway and ATSAC fiber-optic system integration for the City of Los Angeles Bureau of Engineering.

For this project, Mr. Deravi will provide RE leadership, including plan and specification review, constructability review, contractor coordination, schedule review, RFI and submittal coordination, change order support, inspection oversight, field issue resolution, quantity verification, LAPM documentation, and closeout support. His Caltrans background and construction administration experience provide the leadership needed to administer a federally funded project with disciplined documentation, contract compliance, and timely coordination.

CONSTRUCTION INSPECTOR QUALIFICATIONS

C2PM's designated Construction Inspector, **Steven DeMarr, ICC**, brings more than 30 years of inspection experience and multiple ICC certifications, including Electrical Inspector and Commercial Combination Inspector. His background includes systems, MEP, utility, transportation, transit, airport, and active urban construction environments.

Mr. DeMarr's recent systems inspection experience includes major transportation projects where he verified approved submittals, material certifications, RFIs, design changes, inspection procedures, daily inspection reports, quality checklists, testing, commissioning, punch lists, and closeout records. His experience working in constrained,

active transportation and aviation environments is directly relevant to monitoring work at operating intersections while maintaining safety, access, quality, and documentation requirements.

For this project, Mr. DeMarr will provide field inspection for traffic signal and related electrical work, traffic control implementation, pedestrian access, daily reports, photographs, quantity verification, field testing support, and documentation of deficiencies and corrective actions.

ELECTRICAL / SIGNAL INSPECTION SUPPORT

To strengthen the team's traffic signal and electrical inspection capabilities, **Alex Chong** will be available to support electrical/signal inspection and technical review as needed. Mr. Chong brings direct Caltrans District 12 electrical inspection experience from the I-405 Improvements Project, where he inspected ramp metering systems, traffic signal systems, communication management systems, roadway illumination, vehicle detection systems, CCTV, and electronic toll and traffic management systems.

His experience also includes field measurements, quantity takeoffs, as-built reconciliation, monthly pay estimate verification, and coordination with construction management and project management teams. This technical background provides additional depth for Costa Mesa's signal modernization scope, including retroreflective backplates, countdown pedestrian signals, upgraded signal heads, emergency vehicle preemption, battery backup systems, and related electrical/signal components.

CAPACITY TO MEET SCHEDULE, VOLUME, AND QUALITY REQUIREMENTS

C2PM has assigned a focused team with the availability and depth needed to support the City's 95-working-day construction schedule and citywide work at 128 signalized intersections. Rather than relying on general on-call availability, C2PM will commit the

proposed Project Manager, RE, Construction Inspector, and electrical/signal support resources to this assignment for the duration required by the City, including the pre-construction startup period, active construction, and post-construction closeout support.

The team will be managed around the Contractor's approved baseline schedule and weekly look-ahead schedules. C2PM will use these schedules to confirm when and where inspection coverage is required, identify critical signal activities in advance, and adjust staffing if the Contractor shifts work between corridors or opens multiple work fronts. This allows C2PM to maintain coverage of key activities without overstaffing the project or delaying the Contractor.

C2PM will also maintain backup and technical support capacity to protect the City from staffing interruptions. If a key team member is unavailable, C2PM will provide an equally qualified replacement consistent with the RFP requirements and City approval. Electrical/signal technical support will also be available for targeted review or field support when work involves signal systems, BBS, emergency vehicle preemption, vehicle detection, roadway illumination, or related electrical components.

To maintain quality across a high volume of work locations, C2PM will use a standardized documentation and review process rather than relying on individual field habits. Daily reports, photographs, quantity records, certifications, issue logs, testing records, and punch list items will be tracked by intersection and bid item. This will help the City maintain consistent records as work moves from location to location and will reduce the risk of missing documentation at closeout.

This approach gives the City a dedicated, available, and scalable team that can support the project's schedule and field volume while maintaining consistent quality and

documentation control throughout all phases of construction.

COST AND BUDGET MANAGEMENT PROCESS

C2PM's cost and budget management process will be built around early cost setup, accurate quantity verification, disciplined progress payment review, and proactive change order control. Because this project includes repetitive signal safety improvements across 128 signalized intersections, C2PM will track cost and quantities by bid item, intersection, corridor, and work activity to provide the City with a clear understanding of completed work, remaining work, and potential cost exposure.

At the start of construction, C2PM will review the Contractor's bid schedule, baseline schedule, anticipated work sequence, and major signal equipment items to establish a cost tracking framework. This framework will be used to monitor quantities for items such as retroreflective backplates, countdown pedestrian signals, 12-inch signal head upgrades, emergency vehicle preemption equipment, battery backup systems, traffic control, and related electrical/signal work. The goal is to confirm that progress payments are based on verified work in place, not simply on the Contractor's reported percent complete.

During construction, our Construction Inspector will document daily work activities, installed quantities, field measurements, photographs, crew activity, traffic control conditions, and any issues affecting production. The RE will review this information against the bid items, daily reports, Q-sheets, and Contractor payment requests. Quantity records will be maintained in a manner consistent with Caltrans/LAPM expectations so that each payment recommendation is supported by traceable documentation.

For monthly progress payments, C2PM will compare the Contractor's payment application against verified field quantities, approved bid items, material documentation, and work actually completed at each intersection. Any

discrepancies will be reconciled with the Contractor before the payment recommendation is forwarded to the City. This process will help avoid overpayment, unsupported quantities, duplicate payment for repetitive work items, or payment for materials lacking required certifications or acceptance documentation.

C2PM will also maintain a change order and potential change log identifying the issue, location, affected bid items, reason for change, entitlement basis, cost support, schedule impact, approval status, and required backup documentation. For potential changes, C2PM will first determine whether the work is included in the contract documents, already covered by existing bid items, or outside the original scope. If a change is warranted, C2PM will review labor, equipment, material, subcontractor costs, production assumptions, and schedule impacts before providing the City with a recommendation.

Because this is a federally funded HSIP project, cost documentation must also support reimbursement and audit readiness. C2PM will verify that payment records are supported by daily reports, Q-sheets, photographs, approved submittals, Certificates of Compliance, Buy America/BABA documentation, certified payroll records where applicable, change order backup, and City approvals. Costs associated with non-compliant, undocumented, or unapproved work will be identified early so they can be resolved before becoming reimbursement or closeout issues.

This cost management process will help the City maintain budget control, verify that payments reflect actual completed work, identify cost risks early, and preserve the documentation needed for Caltrans/FHWA review.

This approach has been successfully implemented on complex infrastructure projects such as the Caltrans I-405 Improvements, where disciplined field

verification and coordination supported quality control and schedule adherence, and the Ethanac Road Bridge Project, where C2PM provides comprehensive cost control, progress tracking, and contract administration services to maintain budget compliance. This proven system ensures effective cost management, minimizes risk of overruns, and supports successful delivery of federally funded projects.

LAPM AND FEDERAL-AID KNOWLEDGE

C2PM understands that this HSIP-funded project must be administered in accordance with Caltrans Local Assistance and applicable federal-aid requirements. The proposed team will emphasize compliance with the latest LAPM requirements, including Chapter 5 for invoicing, Chapter 9 for Civil Rights, DBE, and prompt payment requirements, Chapter 16 for administering construction contracts, and Chapter 17 for project completion.

C2PM will translate these requirements into practical project controls, including a City/Caltrans-compliant filing structure, federal forms tracking, daily inspection reports, weekly RE reports, quantity sheets, certified payroll review, employee interviews, Buy America/BABA tracking, Certificates of Compliance, DBE documentation, prompt payment certifications, progress payment support, change order documentation, and closeout records.

For this project, C2PM will pay particular attention to the LAPM and federal documentation required for signal equipment and citywide construction activities, including DOT CEM-3101 Buy America documentation, LAPM Exhibit 16-B Subcontracting Requests, LAPM Exhibit 9-P Prompt Payment Certifications, LAPM Exhibit 16-A Weekly Statement of Working Days, LAPM Exhibits 16-C1 and 16-C2 inspection reports, and final DBE/closeout documentation such as LAPM Exhibits 17-F and 17-O.

RESUMES AND QUALIFICATIONS OF STAFF



ALI ALTAHA, CSLB-A

SENIOR PROJECT MANAGER

EDUCATION

BS, Civil Engineering, San Francisco State University

REGISTRATIONS

California General Contractor (CSLB-A) No. 974836

SUMMARY OF EXPERIENCE

Mr. Ali Altaha is a Senior Project Manager with more than 35 years of experience delivering municipal and public works infrastructure projects for cities, transportation agencies, and public-sector owners.

He has supported projects for multiple municipalities, including the Cities of Perris, Los Angeles, Oakland, Irvine, Mission Viejo, Lake Forest, Tustin, and Fullerton. His experience includes construction management, project controls, quality assurance, risk management, schedule oversight, budget tracking, change order review, claims analysis, and contract administration for complex capital improvement programs. Mr. Altaha is experienced in coordinating with City staff, contractors, designers, utilities, regional agencies, and community stakeholders to maintain project momentum and resolve field issues efficiently. He brings strong understanding of public agency procedures, documentation requirements, cost control, and compliance with contractual and regulatory standards. As Project Manager, he will provide oversight to confirm the team remains responsive, properly staffed, and aligned with the City's schedule, budget, quality, and documentation expectations.

City of Perris, Ethanac Road Bridge Over San Jacinto River, Perris, CA • Senior Construction Manager • Mr. Altaha provided overall project management oversight, serving as the primary point of contact between the City, construction management team, contractors, and third-party stakeholders. He directed project planning, staffing, and resource allocation; monitored scope, budget, and schedule performance; and ensured alignment with contract requirements and agency objectives. Mr. Altaha led progress meetings, reviewed and approved change order recommendations, evaluated contractor claims and schedule impacts, and verified that quality assurance and safety programs were properly implemented in the field. He maintained executive-level reporting, tracked key performance indicators, and proactively identified risks affecting cost or schedule, implementing mitigation strategies to maintain project momentum. Through disciplined oversight, clear communication, and decisive leadership, he ensures the project continues to deliver in compliance with approved plans and specifications while safeguarding the City's financial and operational interests.

City of Los Angeles Bureau of Engineering (LABOE), Los Angeles, CA • Task Order Basis • Senior Construction Manager • Mr. Altaha oversaw construction management for a series of task orders for the City of Los Angeles, each with distinct challenges and goals. He successfully managed the seismic retrofit of the Corbin, Canoga, and Mason Avenue Bridges over the Los Angeles River. Following that, he led the construction of the Foothill Bridge project to completion. Mr. Altaha also supervised the seismic retrofit of the Colfax Bridge over the Los Angeles River, ensuring project completion within time and budget constraints. His role involved coordinating with multiple City departments and regional stakeholders, including the Los Angeles County Flood Control District. He was tasked with confirming construction progress, reviewing schedules, and overseeing payment verification in line with FAR requirements.



SHAHRDAD DERAVI, PE, CSLBA/B

RESIDENT ENGINEER

EDUCATION

MS, Civil Engineering, California State University Fullerton

BS, Civil Engineering, University of California Irvine

Civil Engineering Degree, Thames Polytechnic, London, UK

REGISTRATIONS

California General Contractor (CSLBA and B) No. 1034862

Professional Engineer (PE) CA No. 48978

SUMMARY OF EXPERIENCE

Mr. Shahrdad Deravi, PE, will serve as Resident Engineer for this assignment and brings the California PE licensure, Caltrans construction background, and field leadership required for a federally funded traffic signal modernization project. He has more than 40 years of transportation, roadway, bridge, rail, and municipal infrastructure experience, including a 32-year Caltrans career in roles such as Resident Engineer and Construction Engineer. His Caltrans experience includes high-volume corridor work, traffic control coordination, quantity verification, pay application review, CPM schedule evaluation, change order negotiation, and compliance with public agency standards. For this project, Mr. Deravi's role will include day-to-day construction administration, Contractor coordination, RFI and submittal review, schedule monitoring, change order support, inspection oversight, quantity verification, and documentation control. His dual background as a California-licensed Civil Engineer and General Contractor gives him practical constructability judgment when resolving field conflicts, access issues, schedule impacts, and potential claims.

City of Perris, Ethanac Road Bridge Over San Jacinto River, Perris, CA • Resident Engineer • Mr. Deravi provides day-to-day construction management oversight for this project, ensuring work is executed in accordance with approved plans, specifications, contract requirements, and agency standards. He oversees contractor activities with respect to quality, safety, schedule, and design intent; reviews and coordinates submittals, RFIs, and contractor correspondence; and supports constructability reviews to proactively identify and resolve field issues. He monitors construction progress, verifies quantities, and maintains accurate project documentation, including daily reports, meeting records, and status logs. Mr. Deravi actively supports contract administration by reviewing change requests, assisting with cost and schedule impact evaluations, and advising the owner on the validity of proposed changes. He coordinates testing and inspection activities, supports punch list development and closeout, and participates in regular construction meetings to track action items and facilitate timely resolution.

California Department of Transportation (Caltrans) District 12, Traffic Management Center (TMC), Santa Ana, CA • Assistant Resident Engineer • Mr. Deravi was responsible for concept development and preparation of the Project Study Report (PSR) for headquarters approval and funding. He served as the lead engineer in developing user requirements criteria and directing project development through final delivery. The project encompassed full contract administration, architectural production, construction bidding, award, and oversight of the construction phase. The facility represented the first Traffic Management Center (TMC) in Caltrans' history, co-locating Caltrans traffic operations and the California Highway Patrol (CHP) emergency division. The work involved renovation of an existing office building into a state-of-the-art traffic data collection and dissemination center. Mr. Deravi led product research and procurement, construction contract administration, daily field inspections, project management, and final project acceptance.



STEVEN DeMARR, ICC
CONSTRUCTION INSPECTOR
EDUCATION

United Brotherhood of Carpenters & Joiners Apprenticeship

REGISTRATIONS

ICC No. 5053149: Electrical, Building, Plumbing, Mechanical, Commercial Combination

SUMMARY OF EXPERIENCE

Mr. Steven DeMarr, ICC, will serve as Construction Inspector and brings more than 30 years of inspection experience on complex

transportation, transit, aviation, utility, and public infrastructure projects. He holds multiple ICC certifications, including Electrical Inspector and Commercial Combination Inspector, giving him strong technical capability for field verification of signal-related, electrical, civil, and systems work. His experience includes inspection of active transportation environments, underground utilities, communications infrastructure, power systems, street restoration, traffic lighting control systems, daily inspection reporting, QA/QC checklists, testing, commissioning, punch lists, and closeout documentation. For this project, Mr. DeMarr's role will include monitoring construction activities at active signalized intersections, documenting field progress, verifying work for conformance with plans and specifications, supporting quantity tracking, and identifying deficiencies for correction. His background in systems-intensive work is well aligned with Costa Mesa's signal modernization scope, including pedestrian signal upgrades, signal equipment installation, traffic control, and related electrical components. Mr. DeMarr will provide disciplined field inspection, safety awareness, and detailed documentation to support the Resident Engineer and help maintain quality, access, and compliance throughout construction.

Regional Public Transportation Authority (RPTA) (Valley Metro), South Central Extension (SCE), Phoenix, AZ • Systems Project Inspector • Mr. DeMarr was responsible for providing QA oversight across multiple corridor locations, at-grade stations, downtown hubs, TPSS sites, signal houses, and mainline duct bank installations. He verified approved submittals, material certifications, RFIs, design changes, personnel qualifications, equipment calibration, and compliance with inspection procedures and project quality control plans before work proceeded. He documented work through Daily Inspection Reports and QA checklists, validated testing results, and monitored contractor production, quality, and safety performance. His inspection responsibilities included communications and feeder manholes, underground duct banks for power, communications, traffic signals, and rail systems, utility relocations, street restoration, paving, utility cutovers, and closeout of civil and MEP/systems work.

Los Angeles County Metropolitan Transportation Authority (LACMTA), Westside Purple Line Extension Phase II, Los Angeles, CA • Design-Build (DB) • Senior MEP/Systems Project Inspector • Mr. DeMarr was responsible for providing oversight inspection for underground station work, verifying approved submittals, material certifications, RFIs, change documents, equipment calibration, and inspection procedures before construction activities proceeded. He reviewed shop drawings, construction work plans, material documentation, safety submittals, RFIs, change orders, and nonconformance reports for compliance with contract documents and City standards. He documented field activities through Daily Inspection Reports and QA checklists, validating testing results with proper signatures, dates, and witness verification. His work also included coordination with Dig Alert, city jurisdictions, third-party utilities, street and traffic lighting control systems, progress payments, change order work, claims, and closeout documentation.

**ALEX CHONG****CONSTRUCTION INSPECTOR****EDUCATION**

MS, Engineering Management, Florida International University

BS, Electrical Engineering, Florida International University

SUMMARY OF EXPERIENCE

Mr. Alex Chong will provide electrical/signal inspection support and brings 20 years of experience on transportation, roadway, transit, and public infrastructure projects. He has direct Caltrans District 12 experience as Electrical Inspector on the I-405 Improvements

Project, where he inspected ramp metering systems, traffic signal systems, roadway illumination, vehicle detection systems, CCTV, communication systems, and electronic toll/traffic management systems. He also served as Electrical Inspector on the I-5 North County Improvement Project, supporting ramp metering, traffic signal systems, CMS, roadway illumination, vehicle detection, CCTV, and a Caltrans communication hub. Mr. Chong's experience includes field measurements, quantity takeoffs, as-built reconciliation, monthly pay estimate verification, design review, constructability support, and coordination with construction management and project management teams. For this project, his electrical and signal systems background will support field verification, documentation, and technical review of signal modernization elements, including upgraded signal heads, pedestrian signal equipment, emergency vehicle preemption, battery backup systems, vehicle detection, and related electrical components.

Los Angeles County Metropolitan Transportation Authority (LACMTA), I-5 North County Improvement Project, Los Angeles, CA • Design-Bid-Build (DBB) • Electrical Inspector • Mr.

Chong provided comprehensive electrical inspection and quality verification oversight for major transportation corridor improvements, including critical project elements such as Ramp Metering Systems, Traffic Signal Systems, Changeable Message Signs, highway and local city roadway illumination, Vehicle Detection Systems, CCTV components, and a new Caltrans Communication Hub. He was strategically brought onboard prior to NTP to collaborate closely with the Construction Management Consultant team in conducting detailed design reviews and constructability assessments. Through proactive analysis, he identified design deficiencies, coordination conflicts, and specification inconsistencies before construction activities commenced, significantly reducing field rework, mitigating risk exposure, and protecting project schedule and budget performance.

California Department of Transportation (Caltrans) District 12, I-405 Improvements, Santa Ana, CA • Design-Build (DB) • Electrical Inspector • Mr.

Chong performed comprehensive electrical inspections and quality verification oversight supporting complex transportation infrastructure upgrades. His responsibilities included inspection and compliance verification of Ramp Metering Systems, Traffic Signal Systems, Communication Management Systems, highway and local city roadway illumination, Vehicle Detection Systems, CCTV components, and Electronic Toll and TMS. He ensured all installations met contract requirements, Caltrans standards, and applicable codes while maintaining strict adherence to project quality control protocols. He collaborated closely with the Consultant teams to perform detailed quantity take-offs, validate field measurements, review and reconcile As-Built drawings, and prepare and verify monthly pay estimates. Through disciplined documentation review and field verification, he strengthened cost control, enhanced reporting accuracy, and supported timely contractor payments while safeguarding the integrity of the project's financial and technical performance.

SECTION 4 - EXPERIENCE & RECORD OF SUCCESS ON SIMILAR FEDERAL PROJECTS

CITY OF PERRIS		
CONSTRUCTION MANAGEMENT SERVICES FOR ETHANAC ROAD BRIDGE OVER SAN JACINTO RIVER		
SCOPE OF SERVICES:	CM/CI	PROJECT DATES: 06/2024 – 06/2026
STAFF ASSIGNED:	Ali Altaha, CSLB-A, Project Manager Shahrdad Deravi, PE, CSLB-A/B Resident Engineer	
PROJECT OVERVIEW:	C2PM is serving as the prime consultant providing comprehensive construction management and inspection services for the \$23 million Ethanac Road Bridge Replacement Project, which includes a new 450-foot-long multi-span bridge over the San Jacinto River, roadway improvements, utility relocations, drainage upgrades, and environmental compliance. The project requires full-time field oversight, contract administration, stakeholder coordination, schedule monitoring, cost control, quality oversight, and detailed project documentation. C2PM manages RFIs, submittals, change orders, quantity verification, progress reporting, payment reviews, and field issue resolution, with Shahrdad Deravi, PE, serving as RE and leading day-to-day construction administration and field coordination. This experience directly relates to the City’s federally funded signal modernization project, which requires similar CM/CI discipline, including active field inspection, documentation control, quantity tracking, change management, progress payment support, and coordination with the City, Contractor, agencies, utilities, and affected stakeholders. C2PM’s work on Ethanac demonstrates our ability to manage federally funded public infrastructure work while maintaining cost and schedule visibility, resolving field issues proactively, and preserving complete records to support agency review, reimbursement, and closeout.	
REFERENCE:	Kamran Saber, Senior Project Manager, City of Perris, Ksbaer@Cityofperris.com, (714) 239-1014	
CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DISTRICT 12 I-405 IMPROVEMENTS		
SCOPE OF SERVICES:	Construction Inspection	PROJECT DATES: 01/2020 – 01/2023
STAFF ASSIGNED:	David Hissen (Roadway Construction Inspector) Alex Chong (Electrical Construction Inspector)	
PROJECT OVERVIEW:	C2PM provided roadway and electrical construction inspection services for the \$2.16 billion Caltrans District 12 / OCTA I-405 Improvements Project, a 16-mile corridor improvement between SR-73 and I-605. The project included new general-purpose lanes, express lanes, bridge and interchange improvements, ramp modifications, freeway lighting, ramp metering, traffic signal modifications, conduit and pull box systems, vehicle detection, CCTV, communications, and ITS components. C2PM’s inspection team, including Alex Chong, provided electrical inspection support for ramp metering systems, traffic signal systems,	

communication systems, roadway illumination, vehicle detection, CCTV, and electronic toll and traffic management systems. C2PM also supported field measurements, quantity verification, as-built reconciliation, monthly pay estimate review, daily reporting, and coordination with the construction management and project management teams.

This project is highly relevant to the City because it demonstrates C2PM's direct Caltrans District 12 experience inspecting electrical and traffic signal-related improvements in an active transportation environment. The same discipline used on I-405—field verification, documentation, quantity tracking, issue resolution, and coordination with Caltrans standards—will support the City's signal modernization work across 128 active intersections.

REFERENCE:

Ghassan Dagher, Project Manager, TRC, Gdagher@trccompanies.com, (909) 477-0237

COMPARABLE CONTRACTS AND PROJECTS (PAST FIVE YEARS)

The following table summarizes representative contracts and projects that C2PM has performed and is currently performing that are comparable in scope, complexity, and delivery approach to the CM/CI services requested. These projects demonstrate C2PM's experience supporting municipal agencies with on-call construction management, field inspection, quality assurance, documentation, and construction-phase oversight for public works and capital improvement projects.

AGENCY NAME	PROJECT DESCRIPTION	DURATION	SCOPE OF WORK	COST OF CONSTRUCTION
Caltrans District 7	On-Call Construction Management	2017 – 2021	Construction Management	\$1,000,000
Caltrans District 10	On-Call Construction Management	2020 – 2021	Construction Management	\$1,000,000
LA Metro	I-105 and I-110 Construction	2025 – Ongoing	Construction - Electrical	\$6,500,000
City of Los Angeles Street Lighting	Street Lighting Construction	2015 – 2018	Construction - Electrical	\$1,000,000+
City of Los Angeles Bureau of Engineering	Bridge Seismic Retrofit Program	2018 – 2023; 2024 – Ongoing	CM/CI	\$5,000,000+

SECTION 5 - FINANCIAL CAPACITY

C2PM confirms that it maintains an adequate financial management and accounting system in accordance with 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. Audited financial statements for the past three years were submitted separately in PlanetBids as required by the RFP.

SECTION 6 - COST PROPOSAL (SEPARATE FILE)

Submitted separately

FORMS



VENDOR APPLICATION FORM

FOR

RFP No. 26-18 for Construction Management and Inspection Support Services for Signal Modernization for Systemic Safety Improvements

TYPE OF APPLICANT: ☒ NEW ☐ Legal Contractual ☒ **CURRENT VENDOR**

of Corporation: C2PM

Contact Person for Agreement: Rowena Altaha - President

Corporate Mailing Address: 22601 Summerfield, Suite 2 City,

State and Zip Code: Mission Viejo, CA 92692

E-Mail Address: rowena@c2pm.com

Phone: (949) 254-9077

Fax: _____

Contact Person for Proposals: Rowena Altaha

Title: President

E-Mail Address: Rowena@c2pm.com

Business Telephone: (949) 254-9077

Business Fax: _____

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

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Rowena Altaha	President	(949) 254-9077

Federal Tax Identification Number: 02-0612145

City of Costa Mesa Business License Number: C2PM will obtain upon contract award

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

City of Costa Mesa Business License Expiration Date: Please see above

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address: 22601 Summerfield, Suite 2 Mission Viejo, CA 92692

Website Address: www.c2pm.com

Telephone Number: (949) 254-9077 Facsimile Number: (949) 333-3701

Email Address: rowena@c2pm.com

Length of time the firm has been in business: 25 years

Length of time at current location: 25 years

Is your firm a sole proprietorship doing business under a different name: ____Yes XNo

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

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: Monday – Friday 7am – 5pm

Regular holidays and hours when business is closed: Federal Holidays

Contact person in reference to this solicitation: Rowena Altaha

Telephone Number: (949) 254-9077

Facsimile Number:

Email Address: rowena@c2pm.com

Contact person for accounts payable: Shereen Hayes

Telephone Number: (949) 226-2742

Facsimile Number:

Email Address: shereen@c2pm.com

Name of Project Manager: Ali Altaha

Telephone Number: (510) 812-5210

Facsimile Number:

Email Address: ali.altaha@c2pm.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Telephone Number: (909) 477-0237

Contact Name: Ghassan Dagher

Contract Amount: \$1,530,000

Email: Gdagher@trccompanies.com

Address: 13571 W Central Ave, Brea, CA 92821

Brief Contract Description: The I-405 Improvements Design-Build Project is a \$2.16 billion transportation infrastructure program delivered by Caltrans District 12 to enhance mobility, safety, and operational efficiency along one of Southern California's most heavily traveled corridors. Spanning approximately 16 miles between SR-73 and I-605, the project included the addition of a general-purpose lane in each direction and the construction of a dual express lane system within the median, along with extensive roadway, structural, and systems improvements to support increased capacity and improved traffic flow.

Company Name: City of Perris, CA

Telephone Number: (714) 239-1014

Contact Name: Kamran Saber

Contract Amount: \$2,900,000

Email: Ksbaer@Cityofperris.com

Address: City of Perris, CA

Brief Contract Description: C2PM is serving as the prime consultant providing comprehensive CM/CI services for the \$23 million Ethanac Road Bridge Replacement Project in the City of Perris. This critical infrastructure project includes the construction of a new 450-foot-long, 113.5-foot-wide multi-span bridge over the San Jacinto River, along with associated roadway improvements, utility relocations, drainage upgrades, and environmental compliance measures. The project is designed to enhance public safety, improve traffic operations, and strengthen regional connectivity within Riverside County.

Company Name: Conduent/LA Metro

Telephone Number: (818) 858-2192

Contact Name: Michael Decano

Contract Amount: \$8,500,000

Email: michael.decano@conduent.com

Address: 2277 E 220th St, Carson, CA 90810

Brief Contract Description:

C2PM supports the I-105 ExpressLanes Roadside Toll Collection System (RTCS) Project, a major LACMTA technology and transportation infrastructure initiative involving the deployment of a complete roadside toll collection system along the I-105 ExpressLanes corridor. C2PM's scope includes providing skilled electrical and systems installation personnel, field installation execution, warehouse operations, procurement and logistics management, equipment assembly and configuration, quality validation, burn-in testing, installation testing, commissioning support, and milestone-based deployment across multiple freeway segments. The work includes tolling equipment and roadside systems such as LPR cameras, AVI antennas, LiDAR scanners, detection loops, electronics cabinets, UPS cabinets, Zone Controller cabinets, DMS cabinets, power and communications infrastructure, cabling, routing, labeling, and terminations. This experience is directly relevant to Costa Mesa's signal modernization project because it demonstrates C2PM's ability to manage complex electrical/systems infrastructure, coordinate field work in active traffic environments, maintain strict documentation and quality controls, support commissioning and operational acceptance, and deliver technology-based transportation improvements through structured sequencing, logistics coordination, and reliable field execution.

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. 26-18_for Construction Management and Inspection Support Services for Signal Modernization for Systemic Safety Improvements** at any time after **March 02, 2026**.



Date: 4/27/2026

Signature

Rowena Altaha
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 2, 2026** with a City Councilmember concerning informal **RFP No. _____FOR _____**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

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. Not applicable.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X _____

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



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None. Not applicable.				

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.

A handwritten signature in black ink, appearing to read "Laura Altobelli", is written over a horizontal line.

Bidder/Applicant/Proposer

4/27/2026

Date

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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 ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, 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) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(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 reliance was placed by the tier above 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 semiannually 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: <u><i>Rowena Altaa</i></u> Print Name: <u>Rowena Altaa</u> Title: <u>President</u> Telephone No.: <u>(949) 254-9077</u> Date: <u>4/27/26</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

C²PM+



EXHIBIT C

CONSULTANT'S COST PROPOSAL

COST PROPOSAL

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 ☐ 2nd Tier SubconsultantConsultant C2PMProject No. HSIPL-5312(107) Contract No. 26-01 Date 06/01/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Ali Altaha	48.00	\$ 72.00	\$ 3,456.00
Resident Engineer	Shahrdad Deravi	540.00	\$ 77.00	\$ 41,580.00
Construction Inspector	Alex Chong	760.00	\$ 58.00	\$ 44,080.00
Office Engineer	Shereen Hayes	540.00	\$ 43.00	\$ 23,220.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 112,336.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 112,336.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 0.00
f) Overhead (Rate: <u>206.72%</u>)	g) Overhead [(c) x (f)]	\$ 232,220.98
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ 0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 232,220.98

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>5.00%</u>]	\$ 17,227.85
--	---------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicle	2	1	\$ 2,500.00	\$ 5,000.00
Allowance - Night Time Work	1	1	\$ 39,300.00	\$ 39,300.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 44,300.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 44,300.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 406,084.83**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.

COST PROPOSAL

Certification of Direct Costs:

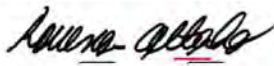
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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: Rowena Altaha Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 05/21/2026

Email: Rowena@c2pm.com Phone Number: (949) 226-2742

Address: 22601 Summerfield, Suite 2, Mission Viejo, CA 92692

*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:

Construction Management and Inspection for Signal Modernization for Systemic Safety Improvements

SUMMARY BREAKDOWN					
STAFF	CLASSIFICATION/TITLE	HOURLY RATE	ICR	FEE	BILLING RATE
Ali Altaha	Project Manager	\$ 72.00	206.72%	5%	\$ 231.88
Shahrdad Deravi, PE	Resident Engineer	\$ 77.00	206.72%	5%	\$ 247.98
Alex Chong	Construction Inspector	\$ 58.00	206.72%	5%	\$ 186.79
Shereen Hayes	Office Engineer	\$ 43.00	206.72%	5%	\$ 138.48

NTP No. 1	STAFF	CLASSIFICATION/TITLE	WORKING DAYS	HOURS	BILLING RATE	TOTAL
	Ali Altaha	Project Manager	2	16	\$ 231.88	\$ 3,710.09
	Shahrdad Deravi, PE	Resident Engineer	10	80	\$ 247.98	\$ 19,838.65
	Alex Chong	Construction Inspector	0	0	\$ 186.79	\$ -
	Shereen Hayes	Office Engineer	10	80	\$ 138.48	\$ 11,078.73
	TOTAL		176			\$ 34,627.46

NTP No. 2	STAFF	CLASSIFICATION/TITLE	WORKING DAYS	HOURS	BILLING RATE	TOTAL
	Ali Altaha	Project Manager	2	16	\$ 231.88	\$ 3,710.09
	Shahrdad Deravi, PE	Resident Engineer	95	380	\$ 247.98	\$ 94,233.59
	Alex Chong	Construction Inspector	95	760	\$ 186.79	\$ 141,962.29
	Shereen Hayes	Office Engineer	95 (4 hrs per day)	380	\$ 138.48	\$ 52,623.95
	TOTAL		1,536			\$ 292,529.91

Close-Out	STAFF	CLASSIFICATION/TITLE	WORKING DAYS	HOURS	BILLING RATE	TOTAL
	Ali Altaha	Project Manager	2	16	\$ 231.88	\$ 3,710.09
	Shahrdad Deravi, PE	Resident Engineer	10	80	\$ 247.98	\$ 19,838.65
	Alex Chong	Construction Inspector	0	0	\$ 186.79	\$ -
	Shereen Hayes	Office Engineer	10	80	\$ 138.48	\$ 11,078.73
	TOTAL		176			\$ 34,627.46

Other Direct Cost (ODC)			QUANTITY	UNIT	UNIT COSTS	TOTAL
Vehicle - Truck (Monthly)			2	1	\$ 2,500.00	\$ 5,000.00
Night-Time Inspection Allowance and/or Allowance for any additional working days			1	1	\$ 39,300.00	\$ 39,300.00
TOTAL					\$	406,084.83



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: C2PM

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 206.72 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period*: 01/2024 - 12/2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 5,867,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 25
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☒

Caltrans ICR Audit ☒

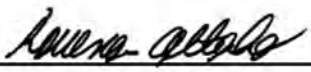
CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Rowena Altaha

Title:** President

Signature: 

Date: 04/27/2026

Phone:** (949) 254-9077

Email:** Rowena@c2pm.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

EXHIBIT D

CITY COUNCIL POLICY 100-5

EXHIBIT E

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ARTICLE III STATEMENT OF WORK

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ARTICLE IV PERFORMANCE PERIOD

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ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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**ARTICLE XV PROHIBITION OF EXPENDING
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ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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ARTICLE XX FUNDING REQUIREMENTS

EXHIBIT S
ARTICLE XXI CHANGE IN TERMS

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