

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of October, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KIMLEY-HORN & ASSOCIATES, INC., a North Carolina corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform professional engineering services for the design of the City's federally-funded Fair Drive Circulation Improvements Project – "Fair Drive For All" (Federal Project No. CML-5312(112)), 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. 26-21, 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 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 "P" 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 § 11102.

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. Compensation. 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 shall not exceed Eight Hundred Sixty-Three Thousand Dollars (\$863,000.00).

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 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 thirty-six (36) months, ending on October 6, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall

be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

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 A.M. Best's 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 Principles 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 concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Kimley-Horn & Associates, Inc.
660 South Figueroa Street, Suite
2050
Los Angeles, CA 90017
Tel: (213) 261-4045
Attn: Matt Stewart

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. If 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 Orange 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 that 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 for 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



REQUEST FOR PROPOSAL

FOR

**FAIR DRIVE CIRCULATION IMPROVEMENTS
“FAIR DRIVE FOR ALL”
FROM HARBOR BOULEVARD TO NEWPORT BOULEVARD
(FEDERAL PROJECT NO. CML-5312(112))**

RFP NO. 26-21



**PUBLIC WORKS
CITY OF COSTA MESA**

Released on

June 4, 2026

**REQUEST FOR PROPOSAL
FOR
FAIR DRIVE CIRCULATION IMPROVEMENTS
“FAIR DRIVE FOR ALL”
FROM HARBOR BOULEVARD TO NEWPORT BOULEVARD
(FEDERAL PROJECT NO. CML-5312(112))**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to provide professional engineering design services for the development of construction bid documents of the City’s federally-funded Fair Drive Circulation Improvements – “Fair Drive For All” (Federal Project No. CML-5312(112)). The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for the design phase is anticipated to be up to one (1) year; however the term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$200 million and a total budget of \$245.9 million for fiscal year 2026-2027.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fair & Event Center, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Public Works Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Public Works Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Public Works Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	June 4, 2026
Deadline for Written Questions	June 25, 2026 at 11:00 a.m.
Responses to Questions Posted by	June 26, 2026
Proposals are Due	July 9, 2026 at 2:00 p.m.
Approval of Contract	September 2026

****All dates are subject to change at the discretion of the City.**

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.

- b. Projects considered similar in scope include active transportation and complete streets design projects with construction bid documents for other municipalities and agencies.

- c. The proposer shall have five (5) years of current experience in providing active transportation and complete streets design services for cities and other government agencies.

- d. The consultant shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

- e. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

f. The proposer shall have experience managing federally funded projects administered by Caltrans. The proposer shall have experience working with the Local Assistance Procedures Manual (LAPM) and all the required federal procedures and forms. The consultant shall identify all federally funded project experience by name and federal project number. The consultant shall also include this information for key staff on resumes. If a federal project number is not provided, it will be assumed by reviewers to not be a federally funded project.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people, federal forms, financial documents, and City required forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project’s potential issues and response to them.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Provide proposed schedule for completion of the Scope of Services within one (1) year. See Section 15 for additional information regarding the schedule.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 3. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 4. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 5. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including representative public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 - **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities. This information is required by the Finance Department. Please include this information as a separate file. It should not be submitted with the cost proposal. After the highest ranked consultant is determined and awarded, consultant firms may reach out and request this information to be deleted.

Per federal requirements, a contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31, as noted in LAPM Ch. 10, at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Proposed team members, as demonstrated by enclosed resumes, shall have relevant experience for their role in the project.
 - The team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to this project.
 - The team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 - Overall organization of the team is relevant to City of Costa Mesa needs.
- **Cost Proposal:** Provide a cost proposal for the project. Please provide a cover letter stating the not-to-exceed total fee for the project. The method of payment for this project shall be **lump sum**. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

The following applies to all consultant **AND** subconsultants:

- The cost proposal must be in the same or similar format as the sample cost proposal form provided in the Local Assistance Procedures Manual (LAPM) and must also be provided by all subconsultants as supplement to the prime consultant's cost proposal package. The sample cost proposal can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/sample-cost-proposal-1-for-contracts-with-cost-plus-fixed-fee-or-lump-sum.pdf>. The proposal must identify the specific assigned personnel, their direct labor rates and their number of hours. All indirect cost rates must be developed in compliance with Federal cost principles 48 CFR 31 and shall be fixed for the duration of the contract.
 - To help alleviate and remove potential barriers with developing Indirect Cost Rates for federal projects, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selectionprocurement>.
 - Use of the SHR is voluntary on behalf of the A&E consulting firm. The City has the discretion to determine certification of eligibility based on requirements shown on the SHR certification form which can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/procurement-contracts/documents/ca-safe-harbor-rate-form.pdf>

- If the A&E consulting firm would like to use their own indirect cost rates, please attach the Certification of Indirect Costs and Financial Management System. This form can be accessed online at: https://ig.dot.ca.gov/-/media/ig-media/documents/resources/ig_certification_indirect_costs_financial_management_system_v2.pdf
 - Proposers shall also provide a separate table breakdown of the lump sum proposal based on phases/deliverables. The contract will be paid based upon percentage of work complete of the defined milestones. Please make sure all tasks identified as optional in the attached Scope of Work are included in the cost proposal. If work tasks or deliverables are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Please make sure that the costs match with the aforementioned sample cost proposal.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**. Because this project is federally funded, the Agreement will be modified to include federal requirements including language provided in the LAPM Exhibit 10-R form. The Exhibit 10-R form can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10r.pdf>.

The City will prepare the Agreement when a consultant is selected to perform the work. **If a Proposer has any exceptions or conditions to the example Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal and Audited financials which shall be submitted as separate files.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on July 9, 2026**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on PlanetBids no later than **June 25, 2026 at 11:00 A.M.** The City reserves the right to not answer all questions posted.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check PlanetBids and PlanetBids email notifications regularly for new information and before submittal of the proposal.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on PlanetBids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: In accordance with federal requirements, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

- 1. Project Approach & Methodology ----- 40%**
- 2. Qualifications & Experience of Firm ----- 20%**
- 3. Experience and Record of Success on Similar Federal Projects ---- 20%**
- 4. Key Personnel ---- 20%**

4. Evaluation of Proposals and Selection Process: The professional services contract will not be awarded based on competitive bidding. The City's evaluation and selection process will be conducted in accordance with The Brooks Act (40 USC, Section 1104) and Caltrans LAPM, Chapter 10. The consultant shall be selected based on fair and open competitive negotiations, demonstrated competence, and professional qualifications, at a fair and reasonable price. All proposals will be evaluated by a committee assembled by the City of Costa Mesa. Proposals will first be screened to ensure responsiveness to the RFP. An incomplete proposal, a Proposal that does not include all the documents required to be submitted by this RFP may be deemed nonresponsive and rejected. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals. The Committee will then rank the proposals. The committee will evaluate each proposal that meets the qualification requirements set forth in this RFP. The Committee may also contact the Proposer's references.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **Friday, July 24th, 2026** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question and answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: The consultant shall follow the protest procedures and dispute resolution process per the Code of Federal Regulations 2 CFR Part 200.318(k) and 2CFR 172.5(c)(18).

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify

the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award.

Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance and Quality Control (QA/QC) services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City of Costa Mesa on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm 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 using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which will be modified by the City to include federal requirements.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

- 15. Schedule:** It is the City's intent to expedite commencement of this project and anticipates a schedule of up to one (1) year to complete the scope of work in **Appendix A**. The consultant's proposed schedule **shall** be included in the proposal. Failure to include a proposed schedule may result in the proposer being deemed nonresponsive.
- 16. Disadvantaged Business Enterprise (DBE) Requirements:** The DBE program is currently still suspended as of this Request for Proposals. The Contract may need to be amended to include DBE provisions if required to satisfy federal requirements when the DBE program is reinstated. Please note, despite the DBE program being suspended, the Consultant will still be required to submit LAPM Exhibit 9-P prompt payment certification forms for all subconsultants throughout the course of the project.
- 17. Title VI Assurances:** Title VI Assurances Appendices A and E will be included in each consultant contract. Title VI Assurances Appendices B, C, and D will be included, if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract and include Title VI Assurances Appendices B, C, and D if applicable. Refer to LAPM Exhibit 10-R: A&E Boilerplate Agreement Language, Article XXXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
- 18. Federal-Aid Provisions:** The consultant's services for the Project are federally funded, which necessitates compliance with additional requirements. The consultant shall complete and submit the following forms/exhibits from the Local Assistance Procedures Manual (LAPM) with the proposal. Please refer to Appendix D. Failure to submit the forms may be justification to be considered non-responsive. These forms and instructions can be found online at: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>
- Exhibit 10-Q Disclosure of Lobbying Activities
 - Exhibit 15-H Proposer/Contractor Good Faith Efforts (if applicable) – Required only if the DBE goal is not achieved to show that the proposer made a good faith effort.

Upon award and through completion of the project, the successful proposing consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Exhibit 9-P Prompt Payment Certification – the consultant is required to submit this form to the City by the 15th of the month following the month of any payment(s) to a subconsultant,. If the prime consultant does not make any payments to subcontractors, 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.
- Any other relevant forms required during the project as determined by the Caltrans LAPM.

Upon completion of the contract, the selected consultant shall complete and submit the following forms:

- Exhibit 9-P Prompt Payment Certification – final version
- Any other relevant forms required for project completion/close-out.

The consultant **shall** demonstrate familiarity and have experience with providing services for federally funded projects, and a clear understanding of the requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual, which can be accessed on: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

APPENDIX A

Scope of Work

APPENDIX A
SCOPE OF SERVICES
FOR
FAIR DRIVE CIRCULATION IMPROVEMENTS
“FAIR DRIVE FOR ALL”
FROM HARBOR BOULEVARD TO NEWPORT BOULEVARD
(FEDERAL PROJECT NO. CML-5312(112))

Introduction: The Public Works Department of the City of Costa Mesa (City) is requesting proposals from professional engineering services for the design of the City’s federally-funded Fair Drive Circulation Improvements Project - “Fair Drive For All” (Federal Project No. CML-5312(112)).

BACKGROUND

Fair Drive is a 4-lane Primary Arterial with a two-way center turn lane with Class II bicycle lanes on each side of the street between Harbor Boulevard to Newport Boulevard. The segment from Harbor Boulevard to Fairview Road serves the College Park residential neighborhood to the north and south. The segment from Fairview Road to Newport Boulevard serves the OC Fair & Event Center, Costa Mesa City Hall, Costa Mesa Police Department, Fire Station #5, Neth Park, and Vanguard University. The OC Fair occurs annually between mid-July and mid-August with other events occurring regularly through the rest of the year.

Between Harbor Boulevard and Fairview Road, Fair Drive has an Average Daily Traffic (ADT) volume of roughly 12,000 vehicles per day (vpd) with a 40-mph posted speed limit. Between Fairview Road and Newport Boulevard, Fair Drive has an ADT of 19,000 vpd with a 35-mph posted speed limit.

The City of Costa Mesa would like to procure professional engineering services for the Fair Drive Circulation Improvements Project - “Fair Drive For All” (Federal Project No. CML-5312(112)) (Project) to identify, evaluate, and design safety and circulation improvements along Fair Drive from Harbor Boulevard to Fairview Road, as shown in **Exhibit A**. The Project will identify multiple alternatives for how to improve the corridor, analyze and evaluate alternatives, conduct extensive community outreach, and include preliminary design, environmental analyses, and final design of the selected improvements.

Some potential improvements include one-way or two-way Class IV Cycle Tracks along Fair Drive, transit stop improvements, crosswalks, and modified traffic controls (e.g. roundabout, protected intersection, pedestrian hybrid beacon, etc.). The project will include extensive community outreach meetings with the community including College Park neighborhood members, the City’s Active Transportation Committee, and other stakeholder groups to obtain feedback on the proposed improvements.

The City recently completed construction of the Fairview Road Active Transportation Improvements – Fair Drive to Newport Boulevard project, which constructed Class IV Cycle Tracks and bus boarding islands along Fairview Road. The City is currently in the design phase for the Fairview Road Active Transportation Improvements – Fair Drive to Adams Avenue project

which will maintain six (6) motor vehicle travel lanes, construct Class IV Cycle Tracks north of Fair Drive with extruded concrete median separation for bicyclists and new bus boarding islands north near Fairview Road and Pirate Way/Mustang Way. The Project will connect to these new bicycle facilities to expand the low-stress separated bikeway network in the City. Design plans for the two Fairview Road projects can be shared with the awarded Consultant for consideration.

In 2025, the City applied for and was awarded federal CMAQ grant funds from the SCAG Surface Transportation Block Grant/Congestion Management and Air Quality (STBG/CMAQ) grant program to design the Project. The City would like to expedite commencement of community engagement and preliminary design with the goal of applying for construction grant funds in SCAG's next STBG/CMAQ grant cycle or other applicable funding opportunity. The Project is anticipated to be awarded in September 2026 and begin in October 2026.

Community members have requested City staff provide a pedestrian crossing at the intersection of Fair Drive and Fordham Drive which would require consideration of supportive traffic control. Multimodal access to Fair Drive is provided at multiple cul-de-sacs and roadways between Harbor Boulevard and Fairview Road, and community members have asked that some pedestrian connections be eliminated. City staff anticipate the project will explore traffic control and potential multimodal connection modifications through the course of the project.

The Project needs to account for future redevelopment of the Fairview Developmental Center (FDC) and the future South Emergency Operations Center (SEOC) located west of Harbor Boulevard. The FDC primary roadway connection is the west leg of the intersection of Fair Drive and Harbor Boulevard. The Draft FDC Specific Plan anticipates development of up to 4,000 residential dwelling units and additional land uses. The Draft FDC Specific Plan is available at <https://fdcplan.com> including traffic analysis and projections on Fair Drive.

The following description of work defines the general project requirements. Associated tasks and provisions necessary for a complete project, but not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

The scope of services generally consists of the following:

- **Phase I:** Topographic Survey, Utility Research & Project Data Collection
- **Phase II:** Conceptual Plans Alternatives Identification, Analysis, and Evaluation
- **Phase III:** Alternatives Identification, Analysis, and Evaluation
- **Phase IV:** Community Engagement
- **Phase V:** Preliminary Design
- **Phase VI:** Environmental Approval
- **Phase VII:** Design Plans, Specifications, and Estimates (PS&E)
- **Phase VIII:** Quality Assurance/Quality Control (QA/QC)

Final PS&E shall be developed as a turnkey project for advertisement and construction. The project shall not be advanced until preliminary requirements are addressed, and clear direction is established. The Consultant shall have total responsibility for the accuracy and completeness of all work and services.

PHASE I – Topographic Survey, Utility Research & Project Data Collection

The project area is defined as Fair Drive between Harbor Boulevard and Newport Boulevard in the City of Costa Mesa. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. The Consultant shall obtain all City provided Record Drawings (“As-Builts”), Right-of-Way records, centerline monument ties, existing traffic counts, speed data, OCTAM model, etc. required for design and traffic analysis of proposed improvements.
3. Review existing and proposed plans for adjacent projects on Fairview Road and Del Mar Avenue. City staff are also preparing multimodal improvement plans along Newport Boulevard (owned and operated by the City in the project vicinity).
4. Perform a detailed topographic ground survey extending throughout the project area to establish horizontal and vertical controls at a maximum of 10’ intervals. Aerial photogrammetry or remote sensing methods shall not be used. Physical features includes but is not limited to top of curb, BCR, ECR, flow-lines, sidewalk, centerlines, angle points, gutter lip, driveways (width, X & Y), spandrels, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, pull boxes, hydrants, catch basins, signs, valves, traffic and non-traffic signs, and manholes, etc. Define driveways, walkways, curbs, signs, and all other necessary physical features. Because Fair Drive will undergo pavement rehabilitation, the survey only needs to include pavement markings & striping for the cross streets and areas that are not being rehabilitated. The survey shall extend 100’ into cross streets and extend outside of City Right-of-Way as far as is required for the Project design. Establish existing and proposed controls including centerline, street geometrics, and Right-of-Way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM). The Consultant shall facilitate the execution of all Right-of-Entry agreements as required for the survey and provide a final survey that is stamped and certified by a licensed land surveyor. The primary means of the survey shall be ground survey and not aerial photogrammetry.
5. The Consultant shall provide high-quality scaled aerial photographs overlaid on the survey file showing existing conditions. These high-quality aerials will be used during development of conceptual plans for the community engagement meetings discussed in later tasks.
6. Establish City and private Right-of-Way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map. It is the City’s intent that all improvements occur within the existing City Right-of-Way.
7. Research and establish the precise location of all utilities and utility easements. Coordinate with applicable utility companies and agencies to request utility maps and determine underground, surface, and overhead facilities at the start of the project. The Consultant shall prepare and submit notices to relevant utility companies (preliminary, second and final notices) at the 30%, 90% and 100% stages, respectively. The Consultant shall comply with the City-adopted "Utility Coordination Procedures" (see Exhibit B). Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with applicable utility companies and agencies to resolve any conflicts, including City staff in all email correspondence. Maintain a Utility File on all project-related utility documentation. The Consultant shall adhere to applicable federal requirements and conduct utility coordination, noticing and work necessary to help achieve right-of-way certification with Caltrans consistent

with the Local Assistance Procedures Manual Chapters 13 (Utility Relocations) and 14 (Right-of-Way).

8. Plot detailed survey notes and electronic mapping files at 40-scale using AutoCAD on 24" x 36" sheets, identifying all existing conditions.

9. After preparation of the topographic base file in AutoCAD, the Consultant shall conduct a site inspection with City staff to measure and verify existing conditions to determine accuracy of the topographic survey. Any discrepancies or gaps in the survey that are found and necessary for proper design shall be re-surveyed at no additional cost to the City. City shall approve the topographic base file prior to completion and final payment of this phase.

10. Provide City with final survey plan, stamped by a licensed surveyor and a file server download containing all pertinent electronic data files (AutoCAD base files including all survey files, external reference (Xref) files, fonts, plot style, survey data, etc.).

PHASE II – Conceptual Plans

The Consultant shall use the detailed survey and right-of-way information to prepare graphic concept plans within the project extents for the following three potential alternatives. The concept plans shall be in an easy-to-understand graphical format and show the improvements overlaid on high-quality aerial photographs. Refinement of the draft list of alternatives can occur based on discussion with City staff early in the Project development.

- Alternative 1: One-Way directional Class IV Cycle Tracks on both north and south sides of Fair Drive between Harbor Boulevard and Fairview Road. Eastbound Class IV Cycle Track from Fairview Road to Newport Boulevard. Maintain existing Class I pathway on the north side of Fair Drive from Fairview Road to Newport Boulevard.
- Alternative 2: Two-Way Cycle Track on the north side of Fair Drive between Harbor Boulevard and Fairview Road. Eastbound Class IV Cycle Track from Fairview Road to Newport Boulevard. Maintain existing Class I pathway on the north side of Fair Drive from Fairview Road to Newport Boulevard.
- Alternative 3: Two-Way Cycle Track on the south side of Fair Drive between Harbor Boulevard and Fairview Road. Eastbound Class IV Cycle Track from Fairview Road to Newport Boulevard. Maintain existing Class I pathway on the north side of Fair Drive from Fairview Road to Newport Boulevard.

The Cycle Track vertical separation will be identified during Project design and may include raised concrete curbs with and without landscaping, rigid plastic bollards, planters, or another similar type of vertical separation.

PHASE III – Alternatives Identification, Analysis, and Evaluation

This task includes design and evaluation of different intersection alternatives to provide safe approaches to and crossings of all Project intersections for each of the three conceptual designs prepared. Depending on the alternatives, these may include maintaining bicyclists on the street,

Class I pathways, bicycle signals, protected intersection design, access restrictions of side streets, removal of turn lanes, etc. This phase shall include any required operational analysis (e.g. intersection signal phasing changes, Level-of-Service analysis, etc.) at all affected Project intersections using existing and future volumes and evaluation of warrants (as needed) for the feasibility of the improvements.

The task also includes an intersection traffic control assessment at the intersection of Fair Drive and Fordham Drive including determining the feasibility of constructing a roundabout, pedestrian hybrid beacon (HAWK signal), traffic signal, protected intersection, etc. with applicable warrants to facilitate a new pedestrian crossing of Fair Drive. The Consultant shall provide a memorandum with the results of the assessment with the Consultant's recommendations.

Project alternatives need to account for future redevelopment of the Fairview Developmental Center (FDC) and the future South Emergency Operations Center (SEOC) located west of Harbor Boulevard. The FDC primary roadway connection is the west leg of the intersection of Fair Drive and Harbor Boulevard. The Draft FDC Specific Plan anticipates development of up to 4,000 residential dwelling units and additional land uses. The Draft FDC Specific Plan is available at <https://fdcplan.com> including traffic analysis and projections on Fair Drive.

Upon completion of the alternatives analysis, the Consultant shall update the concept plans with the recommended intersection improvements. The City will work with the Consultant team to identify which Project designs are utilized to facilitate input during community engagement. The Consultant shall also develop 3-dimensional graphical renderings showing the before and after conditions from a "street view" perspective which will be used in the Community Engagement activities along with the prepared concept plans.

PHASE IV – Community Engagement

This phase consists of Community Engagement efforts throughout the design process which includes:

- Attend up to one (1) City Council meeting to present the preferred alternative while highlighting the proposed project operations, benefits, schedule, and costs.
- Attendance and presentation at two (2) Active Transportation Committee (ATC) meetings for community & committee member input. City staff will schedule the presentation and notify the Committee. The Consultant shall prepare presentations, attend, and present at the ATC meetings. The ATC meetings are typically the first Wednesday of each month, with approximately nine meetings per year.
- Anticipate up to four (4) small-scale meetings with key stakeholders and constituents to review the Project status and concepts. The meetings will be identified by City staff based on Project need and may include elected/appointed representatives, neighborhood representatives, other City Departments, property owners, and other key stakeholders.
- Attendance and presentation for up to three (3) community workshops:
 - Three (3) community outreach events for presentation of the design alternatives for input from the general public/stakeholders upon completion of prior tasks.

The Consultant shall plan, prepare, and conduct the workshops. The City will identify the date/time, workshop venue, and will assist in notifying the public and any other affected stakeholders including residents, businesses, OC Fair & Event Center, Vanguard University, NMUSD, etc. and for posting public workshop flyers around the neighborhood. The Consultant shall be responsible for preparation and printing of all necessary flyers and presentation materials as well as provide Spanish translation for all materials and for the workshops. The Consultant team shall have staff that are experienced preparing approachable content and graphics for flyers, and other outreach materials for public awareness and understanding. City staff will work with potential venue operators to secure the venue for use without cost for permitting and may include nearby churches, schools, the OC Fair & Event Center, and City Hall.

- Anticipate preparation of digital and hard copy materials to promote the project including website content (on a City website), digital newsletter, project notification emails, lawn signs, banners, flyers, fact sheets, postcards, etc.

PHASE V – Preliminary Design

This phase consists of advancing the design of the selected alternative for the corridor after the completion of the community outreach efforts. The work consists of preparation of 30% engineering design plans which will be submitted with the Project's NEPA Environmental Document. The preliminary design shall conform to latest editions (including errata) of: Chapter 11 "Design Standards" and Chapter 12 "Plans, Specifications, Estimate" of the Caltrans Local Assistance Procedures Manual (LAPM), California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

The City will provide any relevant data collected to date and will provide the design plans of the ongoing Fairview Road Active Transportation Improvements - Fair Drive to Adams Avenue project and the Del Mar Avenue Bicycle Facility Project for reference.

Please note that it is the Consultant's responsibility to verify the accuracy of all information provided by the City. Preliminary Design Plan engineering services shall include:

1. Prepare preliminary concept design plan (30% design plans) for the proposed improvements using the Project-collected survey data. Identify associated impacts and costs. The plans should include existing and proposed right-of-way, face of curb and gutter lip, sidewalks, driveways, striping and pavement markings, signs, bus stops, medians, centerlines, traffic signal infrastructure, streetlights, trees, etc. The preliminary plans will be used to identify any issues affecting construction of the proposed safety improvements and form the basis for final construction plans. The preferred plan should reduce construction and minimize any right-of-way costs. A detailed preliminary cost estimate itemizing all construction elements will be prepared.
2. Proposed improvements will be within the existing City right-of-way. It is the City's intent for the project improvements to be entirely within the City right-of-way to avoid a complicated right-of-way certification process that could jeopardize use of the Project grant funds.
3. At the discretion of the City, the Consultant shall conduct one (1) field walk-through with City staff.

4. The Consultant shall finalize the 30% design to incorporate the comments from community engagement efforts. This finalized plan will be submitted to Caltrans as part of the environmental package and will be utilized for final design.

PHASE VI – Environmental Approval

This phase includes the necessary environmental analysis to assess the design improvements and prepare environmental analysis documents to satisfy NEPA requirements for a federally funded construction project administered by Caltrans. The Environmental Phase shall start promptly at the conclusion of Preliminary Design given environmental review can become a critical path item that may negatively affect the overall Project schedule.

The Consultant shall prepare a detailed Preliminary Environmental Study (PES) document, suitable for a federally funded construction project, analyzing and describing any environmental impacts and mitigations for the Project. The Consultant shall meet National Environmental Policy Act (NEPA) requirements and follow all procedures per the Caltrans LAPM Chapter 6 and Chapter 7. After submission of the PES, Caltrans will determine all required studies needed to reach environmental approval. This phase shall include the following studies: Cultural Resources Records Search (for Caltrans to prepare a Screened Undertaking (SU) memo, if Caltrans deems warranted by the records search) and Aerially Deposited Lead (ADL) with work plan to be reviewed and approved by Caltrans. For the ADL study, because the scope of the study is not fully known, the Consultant shall provide the entire cost as an optional task. The task shall assume soil sampling for the ADL for up to 22 sampling locations which will be further negotiated upon Caltrans approval of the ADL scope. The sampling effort should assume the following depth intervals:

- 4 signal pole foundation locations: 0.0-0.5', 0.5'-1', 1'-1.5', 1.5'-2', 2'-2.5', 2.5'-3', 3'-3.5'
- 18 shallower locations: 0.0-0.5', 0.5'-1', 1'-1.5', 1.5'-2'

This phase shall also include the preparation of an Initial Site Assessment (ISA) Phase 1 as an optional task in the event that Caltrans does not deem the PES as a substitute for the ISA Phase 1. This phase will include all work necessary for the City to obtain NEPA environmental approval. Ultimately, the City believes this Project will meet the criteria for a categorical exemption and categorical exclusion.

This task shall include copying, distribution/mailing of notices, and providing all materials and services as necessary. The Consultant shall submit copies of the environmental document, associated technical reports, and other materials for City and Caltrans review, and address all elements to achieve federal environmental clearance. The Consultant shall fill out the CEQA document and the City will file the CEQA Notice of Exemption with the OC Clerk Recorder and online with the CEQA Submit database.

PHASE VII – Design Plans, Specifications & Estimates (PS&E)

****Due to federal funding requirements, Final Design (beyond 90% design) shall not begin until NEPA environmental approval has been received and verified.****

This phase consists of the preparation of final design plans, specifications and estimates (PS&E). PS&E and utility coordination shall conform to the latest editions (including errata) of: Chapter 11 "Design Standards" and Chapter 12 "Plans, Specifications, Estimate" of the Caltrans

Local Assistance Procedures Manual (LAPM), California Manual of Uniform Traffic Control Devices (CA MUTCD), Caltrans standard plans and specifications, state and federal standards, and City of Costa Mesa standards.

To comply with federal requirements, because Fair Drive is on the National Highway System (NHS), any resurfacing, restoration and rehabilitation work may need to comply with geometric standards outlined in the LAPM Exhibit 11-A: Geometric Design Guidelines for Local 3R Projects (Off the SHS).

Plans shall be 1" = 20' or 1" = 40' scale horizontally, depending on the type of the plan, on standard 24" x 36" sheets. AutoCAD software shall be utilized for the design.

The Project plans are to be fully detailed to advertise and construct the Project. The following plan sheets and details shall be considered included in the overall scope of the Consultant's design efforts:

- Topographic Surveying, including horizontal and vertical control, show contour lines within the limits of the work and to 50-ft (minimum) beyond the grading.
- Show property lines, Right-of-Way, City and County Boundaries (0% screened) and address numbers (50% screened).
- Show all existing underground utilities (70% screened).
- All new design linework shall be 0% screened.
- All existing linework shall be 50%-70% screened.
- Plan and profile drawings, including cross-sections.
- Typical Drawings and Details
- Traffic Signal/HAWK Signal/Roundabout Plan (depending on selected traffic control device for Fairview Road/Fordham Drive)
- Traffic signal modification plans
- Signing and striping plan
- Civil improvement plans
- Curb, gutter, and sidewalk improvements
- ADA Improvement Details
- Landscaping & Irrigation plans
- Utility Adjustments/Relocations
- Utility plan will be prepared that shows the corridor that shows and isolates the utilities
- Hydrology/Drainage and hydrology analysis
- Turn Template and Sight Distance Exhibits
- Contract documents including general provisions and technical special provisions
- Cost Estimates

Plans, specifications, and estimates shall be submitted at 60%, 90%, 100%, and "100% Final" (revised and ready for bid) milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg etc.). The City will provide comments at the 60%, 90%, and 100% milestones for Consultant revision of the PS&E. The City is not responsible for additional submittals resulting from Consultant not being able to correctly address comments, follow proper design guidance, conduct proper QA/QC, or follow federal requirements.

1. Plot all physical features including BCR, ECR, flow-lines, centerlines, angle points, top of curb,

gutter lip, sidewalk, curb ramps, pavement striping, structures, trees, underground and surface utilities, poles (street light, traffic signal, and power), walls, fire hydrants, catch basins, signs, water valves, manholes, etc. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of the project.

2. Prepare utility plan sheets only showing the Project's utilities, owners, and proposed relocations and adjustments. A Utility plan is required and will be prepared and modified as necessary to reach right-of-way certification with Caltrans. The utility plan shall be at the end of the project plan set.
3. Submit to the City complete project contract documents and special provisions at 90% and 100% stages in a format that meets all federal-funding requirements. A sample of a previous federal specification and bid set will be provided to the Consultant by the City.
4. For construction budgeting purposes, submit to the City construction estimates with PS&E submittals at 60%, 90%, 100% and "100% Final" milestones, and any significant updates of the estimates as design work progresses. Prepare detailed construction quantity and cost estimate with line items that are all described as bid items in the special provisions of the project specifications. Plan construction notes shall be provided for all bid items or portions of bid items as detailed in the special provisions and detailed in the construction quantity and cost estimate as line items. Provide the City with a quantity take-off AutoCAD file for City review to verify all quantities as well as a quantity take-off spreadsheet.
5. Plans and specifications shall be signed and stamped by the Consultant prior to advertising the project for bids.
6. Define and document Water Quality requirements.
7. Consultant shall design the selected alternative for the intersection traffic control and new crosswalk at the intersection of Fair Drive and Fordham Drive. The traffic control type may be a full traffic signal, pedestrian hybrid beacon (HAWK signal), roundabout, RRFB, or a combination of or any other identified improvement at the intersection to facilitate a safe crossing across Fair Drive. If a signal is the selected alternative, this phase shall include timing plans and design of fiber interconnect plans to connect the signal to the City's network at the Traffic Management Center (TMC).
8. The Consultant shall provide an optional task for the preparation of landscaping and irrigation plans for the project. The Consultant shall coordinate with the City and identify existing irrigation methods along Fair Drive and irrigation controller locations. The Consultant shall prepare landscaping and irrigation plans with detailed specifications for any landscaped Cycle Track medians. Verify planting concept palette with City prior to 30% design. New water meters or water connections, if needed, shall require separate water plan per Mesa Water District standards. Any new electrical metering shall be identified on plans as per separate plan per SCE standards.
9. Geotechnical/Soils Assessment Report – To determine existing street sections and the condition of the asphalt, the Consultant shall include a task for a geotechnical/Soils assessment report which includes boring/sampling for 8 locations. The Geotechnical/Soils Assessment Report shall

include findings, conclusions, and recommendations related to the geotechnical aspects of the project's design and construction. The report will be used to evaluate the existing AC and base thickness which will be used to determine the condition of the existing asphalt section and the required depth of the mill and overlay.

10. Consultant shall provide civil improvement plans designing all civil improvements including but not limited to curb ramps, curb extensions, intersection widenings, curb, gutter, sidewalks, catch basins, cycle track medians, spandrels, cross gutters, etc. The Consultant shall conduct a drainage/hydrology analysis and plot flow line diagrams to ensure that proper drainage is maintained through the project corridor. The drainage/hydrology analysis shall be used to inform the design of any raised Class IV cycle track separators including raised concrete curbs.
11. The Consultant shall provide signal modification plans for the intersections of Fair Drive/Harbor Boulevard, Fair Drive/Loyola Road, Fair Drive/Fairview Road, Fair Drive/Vanguard Way and Fair Drive/Civic Center for any required new or relocated signal poles, new APS push buttons, video detection, bicycle signals (if applicable), and/or changes in intersection phasing resulting from the selected corridor alternative.
12. If necessary, define new survey monuments or re-setting of existing survey monuments and provide detailed drawings fully dimensioned for each. Survey shall be stamped and signed by a California licensed land surveyor.
13. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; survey data; Utility File; Right-of-Way File, all CAD files, and all relative project information. A digital record of final design plans shall be provided via file server download containing all pertinent electronic data files (ACAD base files including all xref files, fonts, plot files, survey, design data, etc.).
14. The selected Consultant shall include items not specified, but necessary, to achieve project completion and obtain federal approval and acceptance of the final design plans, specifications and estimates.
15. Conduct a field walk-through with the City during the first (60%) and second (90%) PS&E submittal.
16. Because the construction of the project is federally funded, the Consultant shall assist the City in efficiently addressing all project components as required to obtain State and Federal Right-of-Way Certification and E-76 Construction Authorization. The Consultant will be responsible for preparing all required Federal forms/submittals including calculation of the DBE goal for construction (if DBE program is reinstated before E-76 for Construction), PS&E Certification, addressing all requirements to obtain Right-of-Way Certification, and preparation of the Request for Authorization to Proceed with Construction to Caltrans Local Programs.

Project Design meetings shall be held via a video-conference call every two weeks, with Project notes recorded by the Consultant in real-time. The Consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network,

based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. The schedule will be regularly updated and provided to the Project Manager during every other project design meeting.

PHASE VIII – Quality Assurance/Quality Control (QA/QC)

Quality Control shall be consistently and thoroughly applied throughout project development. The Consultant shall have an identified QA/QC manager that shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high-quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposing on the project are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

1. The Consultant shall provide a QA/QC summary report with each deliverable as a separate attachment.
2. The summary report shall include an attestation from the QA/QC manager that they have performed a thorough review of the submitted deliverables(s).
3. If City Staff determine that a proper QA/QC was not performed on the submitted deliverable, billing towards this phase of work will not be allowed until proper QA/QC is performed.

The City highly emphasizes the importance of QA/QC on all its projects. The Consultant shall thoroughly QA/QC PS&E submittals to ensure minimal errors and omissions and that all standards (e.g. CA MUTCD, Federal, State and City Standards, etc.) are met and followed. Submittals found to not have properly undergone QA/QC will not be reviewed by staff and will be sent back to the Consultant to undergo QA/QC at no additional cost to the City.

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Utility Coordination Procedures

EXHIBIT A



FY26/27 & FY27/28 STBG/CMAQ GRANT APPLICATION

CITY OF COSTA MESA – FAIR DRIVE FOR ALL PROJECT

ATTACHMENT 1 – LOCATION MAP

This attachment includes the project map for the Fair Drive For All Project.

FAIR DRIVE FOR ALL

LOCATION MAP

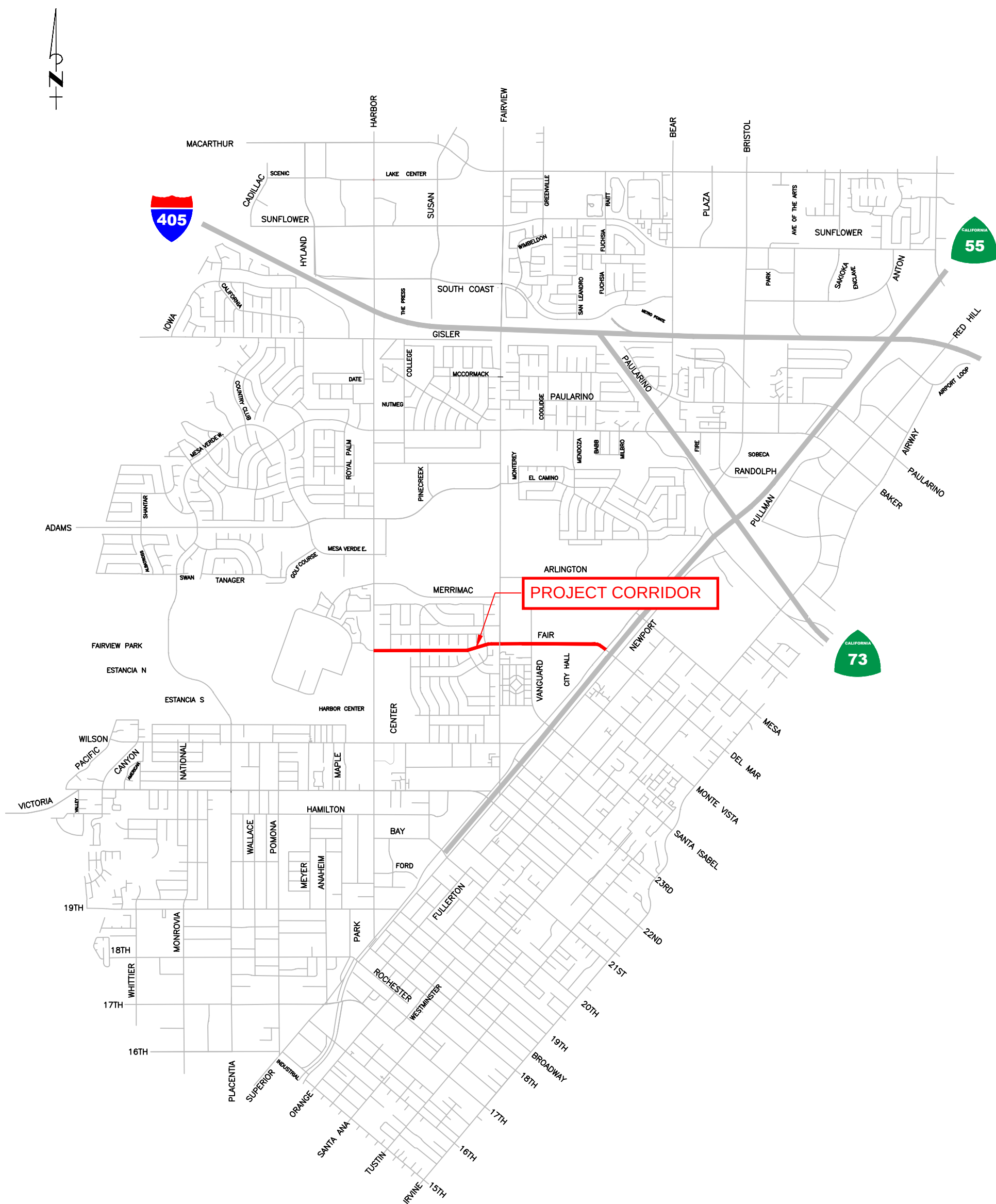


EXHIBIT B

CITY OF COSTA MESA UTILITY COORDINATION PROCEDURES

I. INITIAL REQUEST

1. Consultant/Project Manager shall submit, by certified mail, a written request to all utility companies/agencies who may potentially have facilities located within the project limits. The request shall ask for all available information on the location, depth, material, and size of all active and abandoned facilities (cable television, electric, telephone, telecommunication (e.g., internet), fiber optic, gas, sewer, water, reclaimed water, etc.) within the project limits. The request letter shall provide the name and phone number of the City's and Consultant's Project Manager, as well as a copy of the project schedule.
2. Consultant/Project Manager shall conduct a thorough search of all City, County, and State records and review related plans to obtain all available information on the location of utilities within the project limits.
3. Consultant/Project Manager shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, telephone calls shall be made and reports of conversation prepared to document verbal responses from utility companies/agencies. A "utility file" shall be maintained at all times documenting all utility-related issues, correspondences, telephone conversation notes, etc.
4. With this information, Consultant/Project Manager shall develop preliminary plans/base sheets showing precise location and alignment of existing improvements and utilities.

II. PRELIMINARY PLANS / BASE SHEETS

1. Two sets of the preliminary plans shall be submitted by the Consultant/Project Manager to all utility companies/agencies that owns facilities within the project limits (the preferred format and media is determined by the individual utility companies) requesting they verify the location of their facilities shown or to be identified on the plans. Plans need not be sent to utility companies/agencies that have indicated they do not have facilities within the project limits. If a utility company/agency did not respond to the initial request, but City records show the existence of their facilities, Consultant/Project Manager shall send plans with supplemental request.
2. Consultant/Project Manager shall oversee that all utility companies/agencies verify the accuracy of the information shown on the plans by field investigating the location of their own facilities (active and abandoned) to determine the precise horizontal and vertical location. All pertinent information should be recorded on the plans, and one red-lined set returned to the Consultant/Project Manager. The second set of prints is to be held by utility companies/agencies for their records. All utility companies/agencies shall also indicate the location of any future facilities proposed for construction within the next five years within the project limits.
3. Consultant/Project Manager shall ensure a written or verbal response from all applicable utility companies/agencies. As necessary, e-mail correspondence and telephone calls shall be made with reports of conversations prepared to document verbal responses from utility companies/agencies.
4. Consultant/Project Manager shall locate [pothole or use ground penetrating radar (GPR)] all existing City-owned underground utilities, such as irrigation, storm drain, electrical conduits, etc., as directed in writing by the City's Project Manager.

Consultant/Project Manager shall request all utility agencies to pothole their facilities within the project limits as required.

5. With this information, Consultant/Project Manager shall revise plans as necessary and proceed with the design of the project making every practical attempt to avoid conflicts with all active utility facilities.
6. Consultant/Project Manager shall discuss with utility companies/agencies as necessary any potential conflicts, costs, and scheduling associated with relocations before making final decisions on design methods and relocation requirements.
7. If Metropolitan Water District (MWD), Orange County Water District (OCWD), Costa Mesa Sanitary District (CMSD), and/or Orange County Sanitary District (OCSD) would prefer that the relocations be performed by the City's Contractor at the time of the project construction, the utility shall immediately notify the Consultant/Project Manager in writing requesting this. Said letter shall also include a statement of financial acceptance for design and construction relocation work and other attributable costs such as printing and prorated portion of mobilization and traffic control.
8. Upon approval by the City of such a request, any and all utility companies/agencies shall provide standard details (8-1/2" x 11"), any special design plans, and specifications to the Consultant/Project Engineer for inclusion in the bid package. (A minimum of 90% prior to scheduled 100% submittal date).
9. At 90% stage, the Consultant/Project Manager will conduct a walk of the entire project site to verify all existing utilities, including above ground utilities.

III. FINAL PLANS (MINIMUM 90% COMPLETE)

1. Upon completion of the plans, Consultant/Project Manager shall submit, by certified mail, two sets of prints (if the preferred format is electronic files, keep a record of the submittals) of the plans approved for utility relocation to all utility companies/agencies who may be required to relocate their facilities. The plans shall be highlighted to show all conflicts. A cover letter shall accompany the plans indicating that the plans are "Approved for Utility Relocation" and indicating the scheduled advertising date and contract award date. Plans shall be sent a minimum of two weeks before the scheduled advertising date. Plans need not be sent to utility companies/agencies who are determined not to require relocations.
2. If more than one agency will require relocation of their facilities, Consultant/Project Manager shall coordinate with the utility companies/agencies to avoid conflict among relocations.
3. Consultant/Project Manager shall oversee that all utility companies/agencies promptly review the plans for conflicts, then proceed immediately with the design of relocations, and notify the Consultant/Engineer in writing the schedules of the utility companies/agencies for relocating their facilities one week prior to bid opening.
4. Consultant/Project Manager shall ensure a written response from all applicable utility companies/agencies. When the company or agency has declined to send a response, then a report of conversation shall be prepared to document verbal responses from the utility companies/agencies.
5. The Consultant/Project Manager shall oversee that all utility companies/agencies complete designs and relocation work prior to the contract award date of the City's project.

6. All utility companies/agencies are required to obtain all applicable (No Fee) permits from the City of Costa Mesa, Public Services Department, for proposed work in the public right-of-way. The City's Project Manager shall review the utility plans and/or type of work prior to the issuance of the permit.

IV. BID-SET PLANS AND SPECIFICATIONS

1. Upon advertising the project for bids, Consultant Project Manager shall distribute, by certified mail, bid-set plans and specifications to all affected utility companies/agencies indicating the proposed date for beginning of construction.
2. Upon receiving the bids, Consultant/Project Manager shall forward bid results to the utility company whose work is incorporated in the project plans, specifications, and estimates (PS&E). Should the utility companies/agencies disagree with the price bid for the utility work, the utility companies/agencies may withdraw their request for the City's Contractor to perform the work. If the request is withdrawn, all utility companies/agencies shall be responsible for completing all relocations prior to construction of the City's project. Also, all utility companies/agencies will remain responsible for all costs incurred by the City, including costs to include the utility relocation work in the PS&E bid package.

V. CONSTRUCTION

1. Upon award of contract, City shall invoice all utility companies/agencies for their share of the amount bid by the Contractor for relocation/adjustment work to be performed by the City's Contractor. Utility companies/agencies shall submit payment to the City within thirty (30) days of receipt of the invoice.
2. **All costs incurred by the City due to delays determined to be caused by utility companies'/agencies' relocation of their facilities will be billed to the utility companies/agencies involved.**
3. Upon final accounting and acceptance of the project, City shall invoice utility companies/agencies for any additional costs or submit payment to the utility companies/agencies for any overcharges.

Notes:

The typical schedule for City of Costa Mesa's projects usually results in approximately nine (9) to twelve (12) weeks between advertisement for bid and beginning of construction.

The City's Project Manager shall be copied on all written correspondence among all utility companies/agencies and "Engineer." Records of conversations shall be written for the files for all verbal communications, telephone, e-mail, or otherwise, and copies submitted to the City's Project Manager.

All utility companies/agencies shall be requested to attend the pre-construction meeting.

All utility companies/agencies shall be responsible for submitting plans to, and receiving plans from, all divisions of those utility companies/agencies.

The City enforces a five-year moratorium against open cut of newly-improved roadways. Open cut of newly-improved roadways is strongly discouraged. If required, permits for open cutting will include extensive pavement restoration requirements.

APPENDIX B

Sample Public Services Agreement

Sample Certificates of Insurance

Federal Contract Language

EXHIBIT A
REQUEST FOR PROPOSALS

SAMPLE

EXHIBIT B

CONSULTANT'S PROPOSAL

SAMPLE

EXHIBIT C
FEE SCHEDULE

SAMPLE

EXHIBIT D
PROJECT SCHEDULE

SAMPLE

EXHIBIT E

CITY COUNCIL POLICY 100-5

SAMPLE

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**

EXHIBIT B
CONSULTANT'S PROPOSAL

PROPOSAL FOR FAIR DRIVE CIRCULATION IMPROVEMENTS

FAIR DRIVE FOR ALL

From Harbor Boulevard to Newport Boulevard



COVER LETTER

July 9, 2026

Anna Baca
City of Costa Mesa
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

Kimley-Horn and Associates, Inc.

1100 W Town and Country Road
Suite 700
Orange, CA 92868
TEL: 714.939.1030

Re: Proposal for Fair Drive Circulation Improvements “Fair Drive for All” From Harbor Boulevard to Newport Boulevard (Federal Project No. CML-5312(112)) (RFP No. 26-21)

Dear Ms. Baca and Members of the Selection Committee:

Kimley-Horn is pleased to submit our proposal for the **City of Costa Mesa’s** (City) federally-funded Fair Drive Circulation Improvements – “Fair Drive for All” project. As one of the nation’s premier civil engineering and planning firms, Kimley-Horn has a proven track record of delivering innovative, implementable solutions for transportation safety, multimodal accessibility, and community connectivity. We are excited about the opportunity to continue to collaborate with your team, especially on this innovative project to enhance Fair Drive’s safety and functionality while successfully navigating federal requirements and community engagement processes. Furthermore, Kimley-Horn offers the City the following benefits for this project:

**Extensive Experience in Complete Streets and Active Transportation Projects Across Southern**

California. Kimley-Horn takes pride in our extensive portfolio of delivering complete street projects that integrate

multimodal and active transportation solutions across Southern California. From traffic calming measures to protected bike lanes, pedestrian hybrid beacons, cycle tracks, and transit enhancements, we have successfully developed concepts for, designed, and implemented facilities that improve safety, accessibility, and connectivity for all roadway users. Notable examples include streetscape redesigns for the nearby Cities of Newport Beach, Irvine, and Santa Ana as well as dozens of cities in Los Angeles County, showcasing our ability to balance safety, mobility, and placemaking with tailored improvements that meet diverse community needs. Through these projects, Kimley-Horn has demonstrated proficiency in identifying cost-effective solutions and seamlessly integrating them within urban frameworks.



Support and Understanding of Costa Mesa’s Safety Initiatives. As a trusted partner currently supporting the City on key safety-focused initiatives such as the Local Roadway Safety Plan (LRSP) and Safe Routes to School (SRTS) programs, Kimley-Horn is well-versed in the City’s vision for safer, multimodal streets. Building on this foundational knowledge and ongoing collaboration, we are uniquely positioned to develop solutions that align with the City’s existing efforts and maximize funding opportunities through programs like the Highway Safety Improvement Program (HSIP).

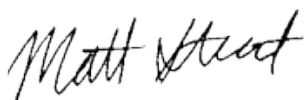


Full-Service Delivery: Planning Through Design. Kimley-Horn offers a unique advantage as a full-service consultant, handling every aspect of project delivery from planning and preliminary design to construction documentation. Collaborating with trusted partners, including **Calvada Surveying, Inc.** for survey services, **Twining, Inc.** for geotechnical studies, **Avant-Garde, Inc.** for funding support and environmental analysis, and **Rock Miller, CE, TE, PTOE** as a nationally recognized bikeway advisor, we bring specialized expertise to each phase of this project. Our hands-on, multidisciplinary team provides designs grounded in planning insights, stakeholder input, and feasibility to create implementable facilities. This collaborative and end-to-end approach reduces risk, safeguards schedule, and drives efficient delivery of high-quality work that meets the City’s goals.

We are enthusiastic about the opportunity to lend our technical expertise, community engagement skills, and understanding of Costa Mesa’s unique safety and mobility goals to this project. Together, we are confident that we can achieve your vision for Fair Drive as a model corridor for active transportation and multimodal design. If you have any questions or require additional information, please do not hesitate to reach out to project manager Matt Stewart, PE, TE at 213.261.4045 or at matt.stewart@kimley-horn.com. We look forward to the chance to work closely with the City on this transformative initiative.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Matt Stewart, PE, TE*
Project Manager



Sri Chakravarthy, PE, TE**
Principal-in-Charge/Senior Vice President

**As project manager, Matt Stewart will manage this project from Kimley-Horn’s Los Angeles office, located at 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017.*

***As Senior Vice President, Sri Chakravarthy is authorized to bind Kimley-Horn to the terms, conditions, and commitments made in this proposal.*

****Kimley-Horn acknowledges receipt of Addendum No. 1 released by the City on June 25, 2026.*

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BACKGROUND AND PROJECT SUMMARY SECTION

Project Understanding

The City of Costa Mesa is seeking consultant support to plan for and design transportation improvements along Fair Drive between Harbor Boulevard and Newport Boulevard. **This critical project builds upon extensive planning work conducted by the City, including the Local Roadway Safety Plan (LRSP) and Safe Routes to School (SRTS) planning projects that Kimley-Horn supported the City with.**

The project corridor spans approximately 1.2 miles from Harbor Boulevard to Newport Boulevard. Fair Drive is a four-lane primary arterial with a two-way center turn lane and Class II bicycle lanes on each side of the street. Fair Drive generally has a right-of-way of 100 feet and a curb-to-curb width of 64 feet. Sidewalks and parkways are provided along both sides of Fair Drive. Fair Drive provides access to several residential communities, including the College Park neighborhood, and will serve as a key route for the future Fairview Development Center (FDC) housing development and the Southern Regional Emergency Operations Center (SREOC) which are proposed west of Harbor Boulevard.

College Park Elementary School is located just south of Fair Drive between Fordham Drive and Loyola Road. **When we conducted safe routes to school walk audits for the College Park Elementary School, we heard from dozens of community members requesting safety and mobility improvements along Fair Drive to allow students to safely walk and bike to school.** The City has already implemented a Leading Pedestrian Interval at Fair Drive/Loyola Road, but numerous students, teachers, and community members requested improvements for both the intersection of Fair Drive/Loyola Road and Fair Drive/Fordham Drive.

The eastern portion of the corridor serves land uses including the Costa Mesa City Hall, Costa Mesa Police Department, Fire Station #5, Neth Park, and Vanguard University. The OC Fairgrounds are located on the north side of Fair Drive, which occurs annually between mid-July and mid-August.

The City has developed a robust network of safe and comfortable active transportation facilities, including recently completed improvements along Fairview Road south of Fair Drive, and ongoing and upcoming improvements along Fairview Road north of Fair Drive, Del Mar Avenue, Newport Boulevard, and at the intersection of Arlington Drive & Junipero Drive. Providing Class IV bikeways designed for bicyclists of All Ages and Abilities on Fair Drive will fill a critical east-west gap in the City's growing bicycle network, increase active transportation mode share, and improve safety. Our understanding of the project area is summarized in the graphic on the following page.

Alternatives Analysis

We understand that the City has identified several potential conceptual designs to enhance travel for all modes of transportation along Fair Drive. Initial concepts prepared by the City identified one-way Class IV bikeways on both sides of Fair Drive, a raised center median, intersection improvements throughout the corridor, and improvements at the intersection of Fair Drive and Fordham Drive (a protected intersection, HAWK pedestrian beacon, or a roundabout coupled with a second roundabout at the intersection of Fair Drive and Loyola Road). Building off the conceptual plans previously prepared, the City included a refined set of concepts in the RFP. The alternatives include three (3) alternatives for the west segment and one (1) alternative for the east segment:



City residents enjoying the recently improved Fairview Road South bicycle facilities





West Segment (Harbor Boulevard to Fairview Road)

- Alt 1: One-Way directional Class IV Cycle Tracks on both sides
- Alt 2: Two-Way Class IV Cycle Track on north side
- Alt 3: Two-Way Class IV Cycle Track on south side

East Segment (Fairview Road to Newport Boulevard)

Single alternative consisting of:

- Maintain Class I bike path on north side
- One-Way directional Class IV Cycle Track on south side

Given the available roadway width and right-of-way, tradeoffs will be required to implement Class IV bikeways along Fair Drive. Kimley-Horn completed an initial review to develop potential cross sections for both the west segment and east segments along the corridor.

PROJECT APPROACH AND METHODOLOGY

Technical Approach – Solutions to Key Challenges

Kimley-Horn evaluated the project corridor between Harbor Boulevard and Newport Boulevard, and explored preliminary bicycle, sidewalk, transit, and vehicular improvements. This project has several elements that will need to be integrated, both into the design documents, and into the project delivery process. Developing consensus between the City, project stakeholders, and community members will be key for successful project completion. **Through our detailed research into the physical conditions of Fair Drive and the needs of the community members, we have identified key focus areas, challenges, and innovative solutions. We have elaborated on these in this section and throughout our proposal.**

1. **Obtain Community Consensus:** With deep experience in active transportation outreach, we know that adapting engagement strategies to fit each audience is essential. From our experience working with community members on the Safe Routes to School (SRTS) project, we understand that the City has an engaged and informed community. We will participate in community meetings to listen directly to residents and engage with groups such as Costa Mesa Alliance for Better Streets and others so that diverse voices shape the process. Leveraging our design team and in-house graphic designers, we will produce high-quality presentation materials and will actively engage in outreach events by facilitating meaningful conversations with community members, stakeholders, and corridor users.
2. **Retain Roadway Capacity for Future Development:** Although traffic volumes along the project corridor currently support a lane reduction from two lanes to one in each direction, **the future traffic volume growth demonstrate the need to retain two travel lanes in each direction and modification of turn lanes at most intersections would need to be carefully evaluated.** The western segment of the corridor currently carries approximately 12,000 daily trips including 1,000 in the AM peak hour and 1,500 in the PM peak hour. Between general growth forecasted in the OCTAM model and the FDC and SREOC projects west of Fair Drive and Harbor Boulevard, traffic volumes are anticipated to grow to approximately 1,600 vehicles in the AM peak hour and 2,100 vehicles in the PM peak hour, with about 20,000 daily trips.
3. **Identifying Feasible Alternatives:** Designing an implementable project requires identifying costly tradeoffs and minimizing significant impacts. In order to provide Class IV bikeways without widening the roadway, one approach to consider is to convert the two-way-left-turn-lane to a narrower painted median and provide vertically separated Class IV bikeways. All Class IV bikeway alternatives identified below comply with Design Information Bulletin (DIB) 89-02 and the NACTO Urban Bikeway Design Guide. Building off the three key alternatives identified in the RFP, we have identified three potential alternatives for City and community consideration, described below, and illustrated in exhibits on pages 8 and 9.

West Segment (Exhibit 1)

- **Class IV Bikeways on Both Sides of Fair Drive (Alternative 1)**
 1. Provide separated bikeways with raised island buffers
- **Two-Way Class IV Bikeway on Fair Drive (Alternative 2 – North Side; Alternative 3 – South Side)**
 2. Provide separated bikeway with raised island buffer. Providing a two-way Class IV bikeway requires less width compared to one-way facility.
 3. Alternative 2 provides the advantage of connecting to the north side Class I bicycle path on the north side of Fair Drive east of Fairview Place.
 4. Alternative 3 allows for more straightforward separated bikeway crossings at Harbor Boulevard and Fairview Drive. Intersection of Fairview Place and Fair Drive may be upgraded to add protected intersection elements.

East Segment (Exhibit 2)

- **One-Way Class IV Bikeway on South side of Fair Drive**
 1. Consider separated bikeway with raised island buffer. Maintain Class I bicycle path on north side of Fair Drive.
- 4. **Develop Safe and Implementable Intersection Improvements:** The suggested cross sections provide significant safety and mobility benefits along the Fair Drive corridor. However, due to the constrained right-of-way width of 64', maintaining separated bikeways through intersections is complicated without widening the roadway. Kimley-Horn has identified potential treatments to consider for providing connectivity through intersections:
 - a. **Option 1:** Transition separated bikeways to bicycle lanes and provide 5' Class II bicycle lanes with green conflict striping (enhancement compared to existing conditions).
 - b. **Option 2:** Widen roadway by 3' and extend vertical separation and Class IV bikeway to intersection. Turning drivers must yield to bicyclists.

- c. **Option 3:** Provide curb extensions and ramp Class IV bikeway up to sidewalk level. Incorporate protected intersection treatments. Similar to Option 2, turning drivers must yield to bicyclists.

Different options could be considered for different locations along the corridor based on factors including collision history, traffic volumes, and speeds.

5. **Focusing on Stakeholder Consensus:** Fair Drive provides access to variety of users including residents and workers, school children and college students, City Hall employees and elected officials, and emergency personnel at the City Fire Department and Police Department. Furthermore, OC Fairgrounds is located directly adjacent to the corridor. Recognizing the needs of this diverse group of stakeholders and building consensus will be critical for building a successful project. **The Costa Mesa Fire Department is a key stakeholder. It will be important to present potential cross sections to the Fire Department along with traffic analyses identifying roadway capacity to demonstrate the transportation improvements will not impact emergency response time.** Providing a painted median rather than a raised median would allow fire trucks to drive along the center of Fair Drive while two lanes of vehicles are pulled to the side on both sides of the road.

6. **Develop Context-Sensitive, Data Driven Solutions:** Through our work completing the LRSP for the City, we have a thorough knowledge of collision hotspots in the City. To support a data-driven approach, Kimley-Horn evaluated the most recent collision data available on Transportation Injury Mapping Software (TIMS). Between 2020 and 2024, 59 crashes occurred within 250 feet of the study corridor, including 11 involving a bicyclist and four (4) involving a pedestrian. Key collision hotspots are highlighted in the graphic below. Additionally, Kimley-Horn completed a corridor-wide travel time study for the corridor from June 29 to July 6 to establish baseline summer operating conditions. **Together these datasets provide a foundation for prioritizing safety and operational improvements. We will build on this data to refine concepts, confirming they are targeted, effective, and tailored to the corridor's needs.**

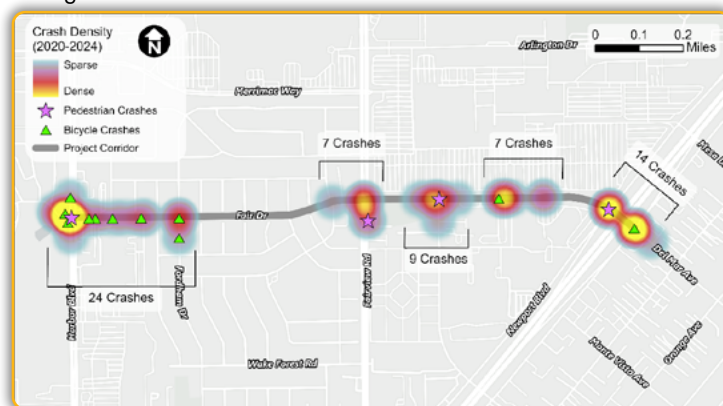
7. **Achieving ADA Accessibility:** The sidewalks along Fair Drive currently provide several barriers to ADA accessibility, including sidewalks uplifted by tree roots, gaps in sidewalks, and utility obstructions. A majority of curb ramps along the corridor include ADA tactile warning strips and are visually compliant with ADA standards. We will design curb ramps, bus stops, and sidewalk improvements to be in full compliance with ADA standards, following the City of Costa Mesa Design Guidelines and Public Right-of-Way Accessibility Guidelines (PROWAG).
8. **Minimize Utility Impacts:** The three alternative designs will seek to minimize impacts to existing overhead poles and underground utilities by providing improvements within the existing roadway wherever feasible. Utilities including overhead utility lines and fire hydrants are generally located within 2-3' of the curb along a majority of the corridor.

Federal-Aid Project Delivery Experience

Kimley-Horn brings proven experience delivering federally funded transportation projects across California, from planning and environmental clearance through final PS&E, authorization, and advertisement. For Fair Drive for All, we will apply our knowledge of Caltrans Local Assistance, NEPA/CEQA, utility, right-of-way, and funding requirements to keep the project moving efficiently and reduce surprises during agency review.

Federal Delivery Expertise

- Caltrans Local Assistance/LAPM compliance
- Federally funded multimodal and Complete Streets delivery
- NEPA/CEQA, utility, and right-of-way coordination



- 9. Preserve Landscaping and Integrate Low-Impact Development (LID):** The parkways along the north and south sides of Fair Drive are home to many trees, which both beautify the street and give the neighborhood character, and also provide shade and keep the street cooler. The three alternatives included in this proposal aim to maintain curbs to minimize impact to trees. At key locations where roadway widening is necessary to accomplish safety and mobility objectives, trees may be relocated to alternate locations within the parkway. Additionally, our design team includes in-house landscape architects ready to implement landscaping improvements within the proposed Class IV vertical separation.
- 10. Minimize Drainage Impact:** Although minimal roadway widening is proposed in the three alternatives, our team will carefully evaluate how Class IV bikeway median treatments will disrupt existing drainage infrastructure. The design alternatives will provide breaks in the median to allow for drainage.



Exhibit 1: West Segment of Fair Drive

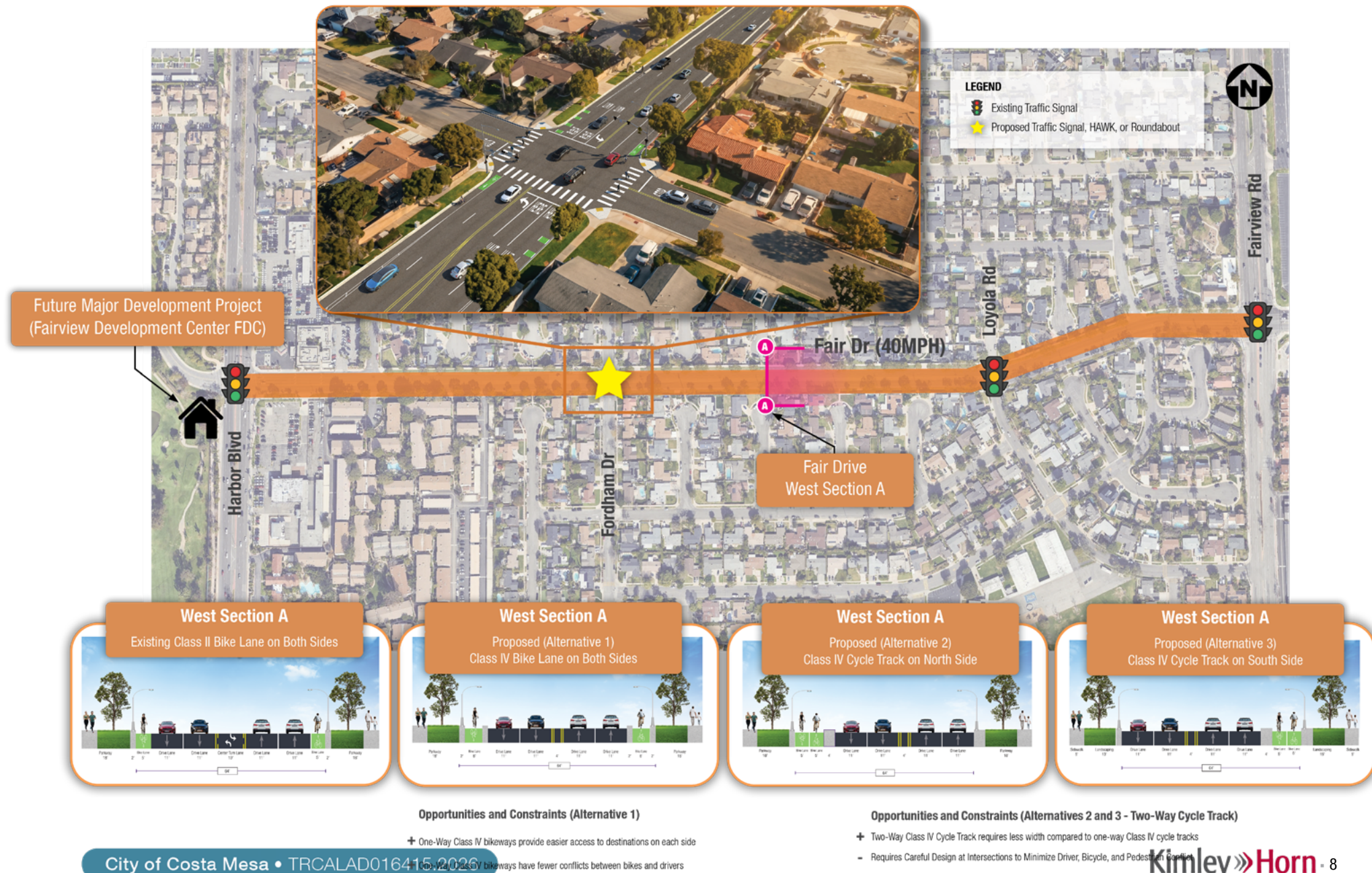
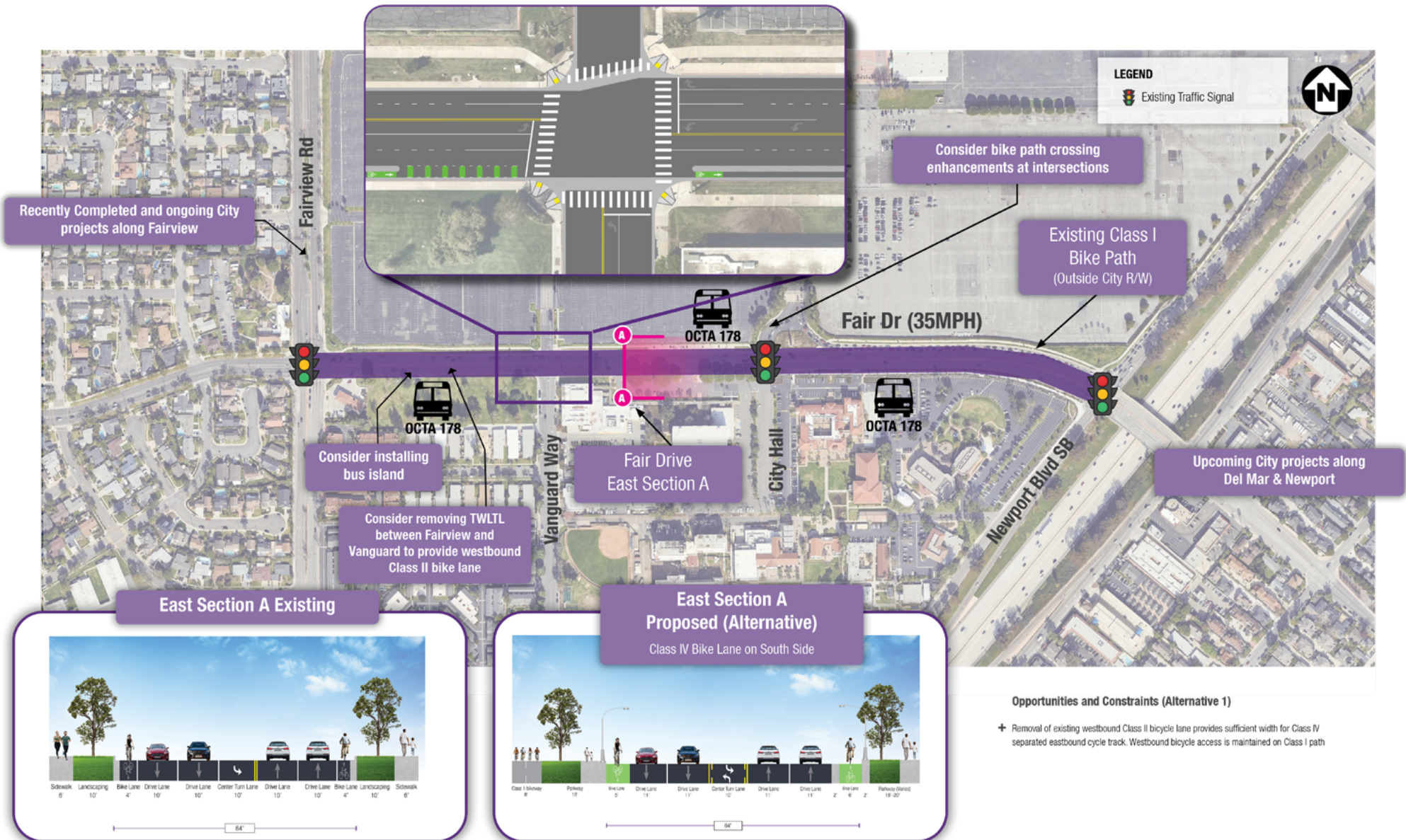


Exhibit 1: East Segment of Fair Drive



Project Management Approach

We recognize that responsive and communicative project management is essential to delivering a successful project. **Matt Stewart, PE, TE** will serve as the project manager and primary point of contact. He will lead the overall project direction, including budget oversight, schedule management, and client satisfaction. Matt is committed to being responsive to City and community needs throughout the project duration. Supporting Matt is **Sowmya Chandrasekhar, PE, TE** who will lead the planning and preliminary engineering phase, and **Eugene Huang, PE** who will lead the PS&E final engineering phase. Matt, Sowmya, and Eugene will work closely together to deliver a successful project that meets the expectations of the City and the community. **Sri Chakravarthy, PE, TE** will act as principal-in-charge, while **Sarmad Farjo, PE** will be responsible for quality control/quality assurance (QC/QA). Lastly, **Rock Miller, CE, TE, PTOE** will serve as active transportation advisor, bringing deep knowledge of the City as a former Transportation Services Manager as well as innovative bikeway design expertise through his role on the National Committee on Uniform Traffic Control Devices and bikeway designs throughout the country. The leadership team will support Matt in project delivery, making sure appropriate resources are committed to the project, help establish the strategic direction of the project, and assist with risk and challenge resolution as needed.

Our strategy includes the following key management components:

CREATE Action Items and Decision Log:

An Action Items Log will be established and updated weekly to track task status, responsibilities, and deadlines so that there is accountability and timely task completion. In addition, a Decision Log will document decisions made, the responsible party, and their rationale

MONITOR Budgeting and Costs:

Kimley-Horn will actively monitor team activities, comparing actual progress with budgeted forecasts. We utilize Deltek Costpoint systems that provide daily tracking of posted hours and year-to-date costs, enabling agile, real-time adjustments.

DEVELOP a Detailed Project Schedule:

A comprehensive Gantt Chart schedule using Microsoft Project will be created to outline key milestones and dependencies. This schedule will be routinely updated and shared with the team to aid in progress alignment.

MANAGE Risk:

Risk management will be embedded throughout all phases of the project. We will identify and assess potential risks during the initial development stage and continuously monitor them throughout the project lifecycle. All risks will be documented, tracked, and addressed with the goal of minimizing or eliminating potential impacts to the project's budget and schedule. When risks cannot be fully mitigated, they will be flagged during coordination meetings with the City, and we will develop proactive strategies will be developed to manage them effectively. Examples of risks for this project and mitigation strategies include:

Risk	Risk Mitigation Strategy
Achieving Community Consensus	Provide detailed graphics showing the end user in mind and listing out the benefits to the community with a clear, consistent message.

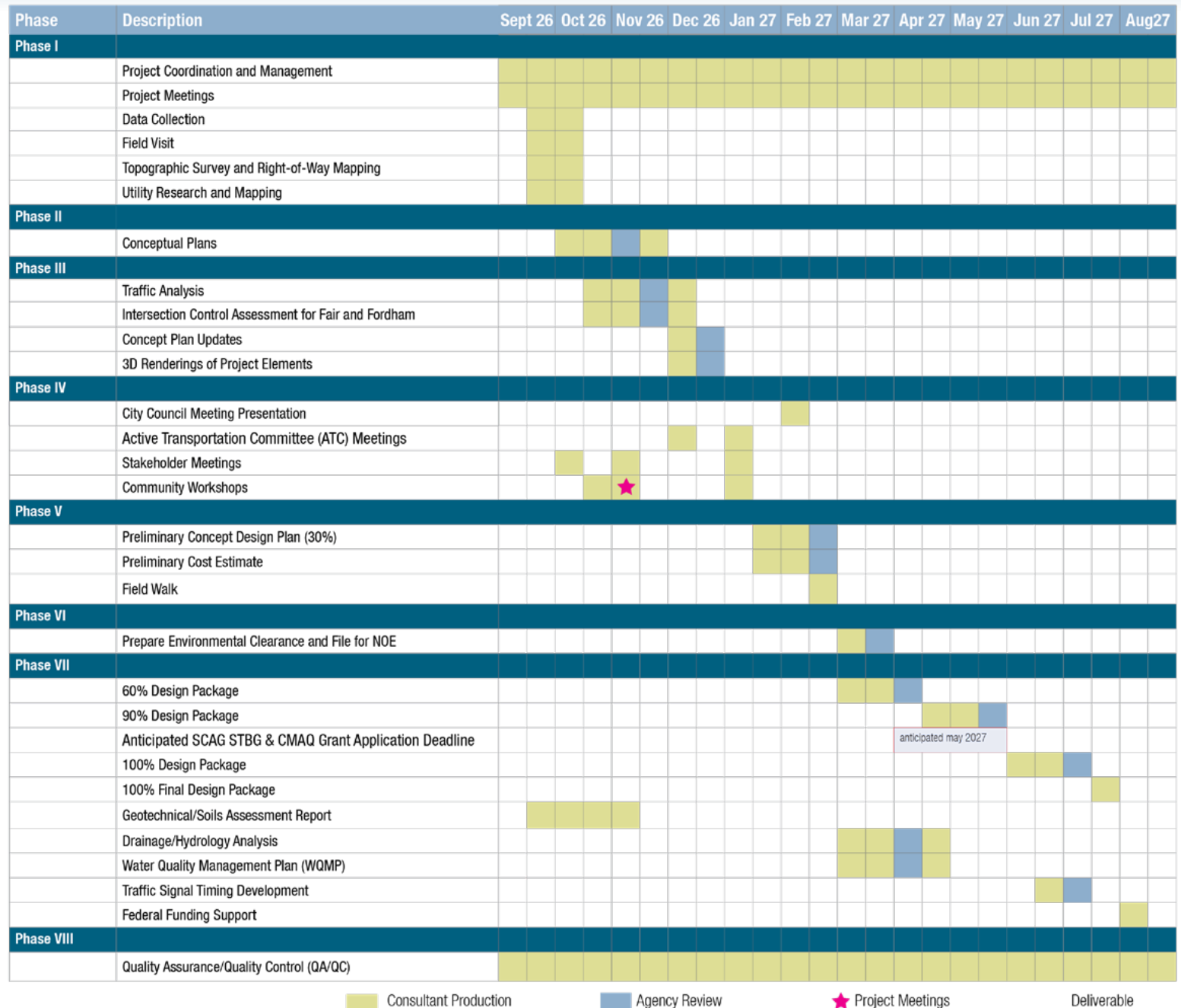
Risk	Risk Mitigation Strategy
Completing a Three-Phased Project (Planning and Preliminary Engineering, Environmental, and Final Engineering) within an Aggressive Schedule to Meet Construction Grant Deadline	To meet the City’s grant deadline (anticipated May 2027), it is recommended to conduct community outreach prior to the Thanksgiving and Christmas holiday season. Kimley-Horn has developed a streamlined schedule to conduct the necessary data collection, develop concepts with the City team, and begin developing conceptual plans and community engagement materials immediately upon receipt of Notice to Proceed (NTP).
Meeting Federal Funding Requirements	We have extensive experience completing design engineering for federally-funded projects. We will ensure that design alternatives comply with Caltrans LAPM standards and that each project phase does not begin until requisite prior phases are completed.
Designing the Selected Alternative for Fair Drive and Fordham Drive	Kimley-Horn has a team of experts skilled in design for the variety of potential intersection treatments under consideration for Fair Drive and Fordham Drive, including traffic signal, HAWK signal, or roundabout. We have crafted our approach to provide the necessary design services for each of the potential options.

ABIDE by the Quality Plan:

Quality is one of Kimley-Horn’s core principles. This plan includes key quality roles, inputs from the team, a schedule of quality checks, and defined activities. It serves as a consistent and practical reference throughout the project. Our QC/QA manager, **Sarmad Farjo, PE**, will supervise the quality of our materials before submittal so that they are compliant with Kimley-Horn and City project standards at each stage. Additionally, dedicated QC/QA managers **Frederik Venter, PE**, and **Jason Melchor, PE**, will supervise the quality of materials for the planning and preliminary engineering phase and PS&E final design phase, respectively.



SCHEDULE



SCOPE OF WORK

Phase 1 – Topographic Survey, Utility Research, and Project Data Collection

Phase 1 of the project consists of defining the physical conditions along Fair Drive between Harbor Boulevard and Newport Boulevard. Within Phase 1, Kimley-Horn will conduct a detailed topographic survey and field review, conduct utility research, gather existing as-built and traffic data, and conduct other activities to establish the existing conditions.

Phase 1.1: Project Management, Coordination, and Administration

Kimley-Horn will maintain project files for the duration of the 18-month schedule. Progress reports and billing statements will be prepared following the end of each month for the duration of the 18-month contract.

Kimley-Horn will prepare a Critical Path Method (CPM) schedule. The schedule will include tasks, subtasks, project milestone dates, and agency review periods for project submittals. The CPM schedule will be monitored during Project progress meetings. If schedule delays occur or appear likely, Kimley-Horn will notify the City of the situation and recommend corrective actions as appropriate. The CPM schedule will be updated monthly for the duration of the 18-month contract to reflect actual progress and targeted progress on major milestones throughout the duration of the project.

Kimley-Horn will coordinate with various City agencies and other entities to advance project design elements and gain approvals. Agencies the team will coordinate with including the City of Costa Mesa, Costa Mesa Fire Department, and other agencies identified during the project.

Kimley-Horn will coordinate primarily through emails and phone calls throughout the duration of the project. Kimley-Horn assumes two (2) hours per week for coordination and phone calls.

Additional meetings will require additional services.

Deliverables:

➤ 18 Monthly Progress Reports and Invoices; Critical Path Method Schedule (Updated Monthly); Coordination Emails and Phone Calls

Phase 1.2: Project Meetings

An in-person kickoff meeting will be held the week following receipt of notice to proceed (NTP) to review the project elements, work plan, schedule, critical path tasks, and establish protocols.

Following the kickoff meeting, Kimley-Horn will participate in up to 36 virtual bi-weekly progress meetings with the project team throughout the duration of the 18-month contract. During the preliminary engineering and PS&E phases, the project meetings will serve as the Project Design meetings identified in Phase 7 of the RFP.

Ahead of all meetings, Kimley-Horn will prepare and distribute an agenda to all attendees. Kimley-Horn will prepare and distribute, for review and comment, meeting notes following all meetings. Up to 18 meetings are assumed to be 30-minutes while the remaining 18 meetings are assumed to be up to 60-minute meetings.

Deliverable:

➤ Preparation of Meeting Agendas and Meeting Notes

Phase 1.3: Data Collection

The Kimley-Horn team will assemble and review readily available technical documentation for the project, including the information provided in the RFP and associated documents, the STBG-CMAQ application, record drawings (“As-Builts”), right-of-way records, centerline monument ties, existing traffic counts, speed data, OCTAM model, standards, guidelines, and manuals, and any additional information that’s shared by the City during project kickoff.

Additionally, Kimley-Horn will obtain and review existing and proposed plans for adjacent projects on Fairview Road, Del Mar Avenue, Newport Boulevard, and Fairview North.

Phase 1.4: Field Visit

Kimley-Horn will document and analyze the existing conditions along the corridor by capturing still photographs, marking up exhibits of the survey and creating a matrix to document block by block existing sidewalk, street and right-of-way widths and conditions, sidewalk and street cross-slopes, pavement conditions, overhead and underground utilities, transit facilities, trees (including shade) and other existing elements, opportunities, and constraints.

Deliverable:

- One (1) Consolidated Set of Field Visit Notes

Phase 1.5: Topographic Survey and Right-of-Way Mapping

Survey Control

Calvada, as a subconsultant to Kimley-Horn, will establish survey controls to be used for the project. Unless otherwise specified, the basis of survey will be CCS Zone 5, NAD 83, Epoch 2010 for horizontal, and NAVD 88 for vertical. The closest and latest Orange County Benchmark (OCBM) will be used as reference for establishing vertical control.

Topographic Survey

The Kimley-Horn team will perform a detailed topographic ground survey extending throughout the project area to establish horizontal and vertical controls at 25 foot intervals. The detailed ground survey will include curb, BCR, ECR, flowlines, sidewalk, centerlines, angle points, gutter lip, driveways, spandrels, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, pull boxes, hydrants, catch basins, signs, valves, traffic and non-traffic signs, and manholes. Striping will be captured for cross streets and pavement areas at the project limits along Fair Drive that are not proposed to be rehabilitated. The topographic ground survey will extend 100 feet into cross streets and extend outside of City right-of-way as required for the project design.

Kimley-Horn will facilitate the execution of Right-of-Entry agreements as required for the survey and provide a final survey that is stamped and certified by a licensed land surveyor.

Kimley-Horn will plot detailed survey notes and electronic mapping files at 40-scale using AutoCAD on 24" x 36" sheets, identifying all existing conditions.

After preparation of the topographic base file in AutoCAD, Kimley-Horn will conduct a site inspection with City staff to measure and verify existing conditions to determine accuracy of the topographic survey. Kimley-Horn will address any discrepancies identified in the field and update the topographic base file.

Kimley-Horn will provide City with final survey plan, stamped by a licensed surveyor and a file server download containing all pertinent electronic data files (AutoCAD base files including all survey files, external reference, files, fonts, plot style, survey data, etc.).

Right-of-Way Mapping

Kimley-Horn will survey street centerline monuments and ties to be used for the establishment of the centerline and right-of-way lines of Fair Drive and along the intersecting side streets in north-south directions.

Kimley-Horn team will establish the street right-of-way lines from found monuments and will be based on City and County records maps and documents. Property lines needed/required for right-of-way engineering will be shown per record only and will not be resolved with field ties since no acquisition is anticipated.

Aerial Photogrammetry

Kimley-Horn will provide high-quality scaled aerial photographs overlaid on the survey file showing existing conditions.

Deliverables:

- One (1) Field Topographic Survey File in AutoCAD Civil 3D (.dwg) format; Right-of-Entry Agreements; One (1) Signed and Stamped Field Topographic Survey Plan (.pdf); One (1) Right-of-Way Mapping File in AutoCAD Civil 3D (.dwg)

Phase 1.6: Utility Research, Mapping, and Right-of-Way Certification

Kimley-Horn will coordinate with applicable utility companies and agencies to request utility maps and determine underground, surface, and overhead facilities at the start of the project. Kimley-Horn will prepare and submit notices to relevant utility companies (preliminary, second and final notices) at the 30%, 90% and 100% stages, respectively. Kimley-Horn will comply with the City-adopted “Utility Coordination Procedures”. Kimley-Horn will maintain a utility file containing all received project-related utility documentation.

Kimley-Horn team will use the utility maps and as-built information obtained from the preliminary notice coordination to develop a composite utility base map with the ground topographic survey.

Kimley-Horn will determine where interfaces with existing facilities will occur because of the future construction of this project. Kimley-Horn will consult with applicable utility companies and agencies to resolve any conflicts, including City staff in an email correspondence. Kimley-Horn will adhere to Local Assistance Procedures Manual Chapter 13 (Utility Relocations) and 14 (Right-of-Way).

Deliverables:

- Preliminary, Second, and Final Utility Notices (pdf); Utility Base Map AutoCAD File (dwg)

Phase 2 – Conceptual Plans**Phase 2.1: Conceptual Plans**

Kimley-Horn will use the detailed survey and right-of-way information to prepare graphic concept plans within the Project limits for up to three (3) alternatives. The concept plans will be developed in a graphical format and show the improvements overlaid on high-quality aerial photographs. The alternatives identified in the RFP and additional recommendations provided by Kimley-Horn (see Technical Approach) will be used as a starting point for the conceptual plan phase. However, further coordination with City staff may lead to variations of the three alternatives.

Kimley-Horn will identify the cycle track vertical separation on the concept plans, and may include raised concrete curb with or without landscaping, rigid plastic bollards, another similar type of vertical separation, or some combination of treatments along the corridor.

Kimley-Horn team will revise the concept plans based on up to one (1) round of consolidated comments from the City and associated stakeholders.

It is assumed that the City will provide AutoCAD files for the conceptual plans prepared for the City’s grant application.

Deliverables:

- Conceptual Plans for Up to Three (3) Alternatives (pdf)

Phase 3 – Alternatives Identification, Analysis, and Evaluation**Phase 3.1 Traffic Analysis**

Kimley-Horn will conduct a traffic analysis to evaluate existing conditions and future conditions for no-build and build conditions for up to three (3) alternatives for existing and future conditions. We will forecast future volumes by using the Orange County Transportation Analysis Model (OCTAM) and adding any planned and programmed development projects not currently included in the OCTAM model, including the FDC and SREOC development projects.

We will use existing City provided traffic volumes at the six (6) study intersections noted below:

- Fair Drive & Harbor Boulevard
- Fair Drive & Fordham Drive
- Fair Drive & Loyola Road
- Fair Drive & Fairview Place
- Fair Drive & Vanguard Way
- Fair Drive & City Hall

We will model intersection operations using Synchro for the four (4) scenarios (No Build, Alternative 1, Alternative 2, and Alternative 3) for the AM and PM peak hours in the existing and future conditions. Kimley-Horn will use the traffic analysis to provide recommended turn pocket lengths and taper lengths for right-turns and left-turns at each of the six (6) signalized intersections within the project limits, and at the intersection of Fair Drive and Fordham Drive. For unsignalized intersections, major driveways, and minor driveways, we will provide recommended turn pocket lengths.

We will document the analysis and results of the traffic analysis in a technical memorandum. Based on one set of consolidated comments, we will submit a final technical memorandum.

Deliverables:

- Traffic Study Technical Memorandum (draft and final)

Phase 3.2: Intersection Control Assessment for Fair Drive and Fordham Drive

Kimley-Horn will conduct an Intersection Control Assessment (ICA) for Fair Drive and Fordham Drive. Using the future traffic volumes generated in Phase 3.1, we will evaluate the performance metrics for a range of intersection control options, including minor-street stop-control, traffic signal, pedestrian hybrid beacon (HAWK) signal, and roundabout. We will perform a warrant analysis based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) to determine whether a HAWK or traffic signal meet the appropriate warrants. We will document the analysis and results in a technical memorandum. Based on one set of consolidated comments, we will submit a final technical memorandum.

Deliverables:

- Intersection Control Assessment Technical Memorandum (draft and final)

Phase 3.3: Concept Plan Updates

Based on the findings of the Traffic Analysis and the Intersection Control Assessment at Fair Drive and Fordham Drive, and based on feedback from the City and the Stakeholder team, Kimley-Horn will update up to two (2) Concept Plans with updated intersection designs. Updated intersection designs may include signal phasing including bicycle signals, protected intersections, access restrictions of side streets, intersection phasing changes, removal of turn lanes, HAWK crossings, or roundabouts.

Deliverables:

- Revised Conceptual Plans for Up to Two (2) Alternatives (pdf)

Phase 3.4: 3D Renderings of Project Elements

After receiving approval from the City on the Concept Plan Updates in Phase 3.3, Kimley-Horn will develop three-dimensional graphical renderings showing the before and after conditions from a “street view” perspective. 3D renderings will be prepared for up to two (2) locations showing up to two (2) alternatives for each location. After receiving one round of consolidated comments from the City, Kimley-Horn will prepare final versions of the 3D Street View Renderings.

Deliverables:

- Two (2) Electronic Copies of Street View Renderings (draft and final)

Phase 4 – Community Engagement

Phase 4.0: Community Engagement Coordination

The Kimley-Horn team, including Arellano Associates, will coordinate with the City regarding outreach activities throughout the project. Arellano Associates will provide overall management and coordination of outreach activities throughout the project. This task includes participation in project coordination meetings, ongoing communication with the City and consultant team, and preparation of monthly progress reports documenting outreach activities completed during the reporting period.

Deliverables:

- Arellano Associates will attend project coordination meetings (up to 16)
- Monthly progress reports and invoice packages
- Ongoing coordination with City staff and consultant team

Assumptions:

- Meetings will be conducted virtually unless otherwise requested by the City
- City staff will provide timely review of outreach materials and project updates

Phase 4.1: Community Engagement Plan, Stakeholder Database, and Advocacy Coordination

Arellano Associates will prepare a Community Engagement Plan (CEP) that establishes the overall outreach approach, communication strategies, stakeholder audiences, engagement activities, and project milestones. The CEP will serve as the guiding document for all outreach activities and remain flexible to accommodate evolving project needs.

Arellano Associates will also develop and maintain a stakeholder database to support targeted communications throughout the project. The database will include neighborhood representatives, active transportation advocates, educational institutions, businesses, community organizations, public agencies, corridor stakeholders, and other interested parties identified by the City and project team.

Additionally, Arellano Associates will coordinate with advocacy groups and community-based organizations to support awareness of upcoming community events. For each of the two outreach rounds, Arellano Associates will provide up to two email blasts to identified advocacy groups and community organizations inviting them to a brief coordination meeting and encouraging them to help share project information and support event notification. Arellano Associates will also facilitate up to one brief coordination meeting per outreach round, in collaboration with City staff, to provide approved project information and materials and discuss opportunities for participating organizations to assist with outreach, including door-to-door notification.

Deliverables:

- Draft and final Community Engagement Plan
- Stakeholder database
- Ongoing stakeholder database maintenance
- Up to two advocacy group/CBO email blasts per outreach round
- Up to one brief advocacy group/CBO coordination meeting per outreach round

Assumptions:

- City will provide available stakeholder lists and relevant contact databases
- Community Engagement Plan includes one (1) round of City review and one (1) final review. The CEP will be a streamlined, work plan-style document outlining key engagement activities, audiences, responsibilities, and milestones
- AA will coordinate and facilitate outreach to advocacy groups and CBOs. Each meeting will be limited to no more than one (1) hour and attended by up to two (2) AA staff, with City staff participating
- Participation in door-to-door outreach or other notification activities will depend on each organization's availability and

willingness to participate

✎ Any compensation or direct payment to advocacy groups or CBOs for canvassing or other outreach support is not included

Phase 4.2: Community Engagement - Outreach Notification

The Kimley-Horn team will prepare community engagement material. Kimley-Horn will be responsible for developing content for engagement boards (up to 12), flyers, post cards, banners, and lawn signs.

For Community Engagement Phase I, engagement boards will include a map of the corridor,

For Community Engagement Phase II, engagement boards will either include multiple viewports showing viewports of various segments of the corridor. Alternatively, the concepts will be illustrated in full length roll plots that can be laid across a table or presented on a wall. Additionally, the engagement boards during Community Engagement Phase II will show 3D renderings as shown in **Phase 3.4**.

Arellano Associates will develop outreach and communication materials to build awareness of the project, promote participation opportunities, and communicate project information in an accessible and easy-to-understand format.

A combination of traditional and digital notification tactics will be utilized to reach residents, businesses, institutions, and corridor users. Materials may include project fact sheets, flyers, postcards, website content, email communications, banners, lawn signs, meeting notices, and other project-related collateral.

All public-facing materials will be prepared in English and Spanish.

Deliverables:

- ✎ Outreach notification materials for two (2) rounds of engagement
- ✎ Website and digital content
- ✎ Project fact sheets and informational materials
- ✎ Event flyers and meeting notices
- ✎ Engagement Boards (up to 12); portion of boards may be replaced with Full Length Roll Plot of Corridor Improvements
- ✎ Direct mail coordination and support
- ✎ Bilingual outreach materials and translations

Assumptions:

- ✎ City will distribute content through City-owned communication channels
- ✎ Webpage content will be hosted on existing City website
- ✎ Materials include up to two (2) rounds of review per item
- ✎ Printed and display collateral will include up to 12 36" x 48" boards, up to 30 evergreen lawn signs, up to six (6) evergreen banners, up to 200 fact sheets, and up to 250 flyers total across the project
- ✎ Print and postage for up to 4,000 postcards; up to one distribution

Phase 4.3: Community Workshops

The Kimley-Horn team will coordinate, handle logistics, and staff one (1) in-person community workshop during Phase I and two (2) in-person community workshops during Phase II. The Kimley-Horn team will handle meeting logistics, including coordinating a date and time with the project team, organizing the meeting set-up and wayfinding, notifying residents and stakeholders about the meeting, and preparing advertisements.

Arellano Associates will plan, promote, facilitate, and document two rounds of in-person community workshops designed to gather public input throughout project development and alternatives evaluation. Round 1 will include one (1) in-person workshop. Round 2 will include two (2) in-person workshops covering the same content and held on different days to provide the community with additional opportunities to participate. Workshops will provide opportunities for participants to learn about the project, review alternatives, provide feedback, and understand how community input informs project decision-making.

Arellano Associates will develop workshop materials, facilitate engagement activities, coordinate meeting logistics, and prepare summary reports documenting participation and key themes. Kimley-Horn and the City will provide bilingual support (Spanish and English translation) during the meetings.

The Kimley-Horn team will document the findings in a Community Engagement Memorandum. The Memorandum will document the meeting process, level of participation, notification campaign, and a list of comments and questions submitted.

Deliverables:

- Planning, promotion, and facilitation of up to three (3) in-person community workshops
- Development of up to twelve (12) visual boards across both outreach rounds, as included under Outreach Notification and Collateral Materials
- Workshop presentation materials and interactive engagement activities
- Workshop summary reports

Assumptions:

- Round 1 will include one (1) in-person community workshop
- Round 2 will include two (2) in-person community workshops featuring the same content and engagement activities, held on different days to provide additional participation options.
- Up to two (2) Arellano Associates staff will attend each workshop
- Up to three (3) Kimley-Horn staff will attend each workshop
- Each workshop will be up to two (2) hours in duration, excluding setup and cleanup time
- City will secure workshop venues (assumed to be a City facility, school, or Church)

Phase 4.4: Stakeholder Meetings

Kimley-Horn will attend up to four (4) stakeholder meetings to present conceptual alternatives and obtain key stakeholder input. Kimley-Horn will prepare up to four (4) PowerPoint presentations in support of the stakeholder meetings. For scheduling purposes, it is anticipated that two (2) stakeholder meeting will be held during Phase I of Community Engagement and that two (2) stakeholder meetings will be held during Phase II of Community Engagement.

Deliverables:

- PowerPoint Presentation
- Meeting Summary

Assumptions:

- Up to four (4) meetings will be held in person, each lasting up to two (2) hours
- Arellano Associates will attend up to two (2) stakeholder meetings

Phase 4.5: Active Transportation Committee (ATC) Meetings

Kimley-Horn will attend up to two (2) Active Transportation Committee (ATC) meetings to present conceptual alternatives and obtain community and committee member input. Kimley-Horn will prepare up to two (2) PowerPoint presentations in support of the ATC meetings.

Deliverables:

- PowerPoint Presentation
- Meeting Summary

Assumptions:

- Up to two (2) meetings will be held in person, one during Phase I, and one during Phase II, each preceding the community engagement meetings

Phase 4.6: City Council Meeting Presentation

Kimley-Horn will attend up to one (1) City Council meeting to present the preferred alternative. Kimley-Horn will prepare a PowerPoint presentation in support of the City Council Meeting. It is anticipated that the City Council Meeting presentation will be held following selection of the preferred alternative at the beginning of **Phase 5**.

Phase 4.7: Project Survey and Map

Kimley-Horn will use PublicCoordinate to develop a map of the project corridor and receive community member input on the project. The PublicCoordinate map will be used during Community Engagement Phase I to gather input on existing conditions and to gather input on proposed alternatives. The map will include a survey to solicit community member input on project needs and recommendations. The survey and map will be used to gather input from residents that are unable to attend the in-person public engagement events. A QR code directing people to PublicCoordinate will be provided on flyers, postcards, and lawn signs.

Deliverables

- PublicCoordinate Map
- Project Survey to be hosted on City website
- Summary of Input from PublicCoordinate

Assumptions

- PublicCoordinate map and survey will be hosted on City website for up to six (6) months

Phase 5 – Preliminary Design**Phase 5.1: Preliminary Concept Design Plan (30%)**

Following completion of the Conceptual Design Plans (Phase 3.3), stakeholder meetings (Phase 4.3), and community workshops (Phase 4.4), Kimley-Horn will meet with the City team to identify the selected alternative.

Based on comments received from stakeholders during the conceptual plan stage and feedback from community members during community outreach, Kimley-Horn will prepare preliminary concept design plans (30% design plans) for the selected alternative.

The preliminary design will conform to latest editions (including errata) of: Chapter 11 “Design Standards” and Chapter 12 “Plans, Specifications, Estimate” of the Caltrans Local Assistance Procedures Manual (LAPM), California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

Kimley-Horn will prepare a strip map to identify the improvements at the preliminary (30%) level. The strip map plans will be prepared using AutoCAD and at a 1”=40’ scale. One single strip map will be prepared, showing both civil and roadway improvements and traffic improvements (signing and striping, traffic signal, and street lighting). The strip map will not show landscaping improvements.

The plans will include existing and proposed right-of-way, face of curb and gutter lip, sidewalks, driveways, striping and pavement markings, signs, bus stops, medians, centerlines, traffic signal infrastructure, streetlights, and trees, and will be developed using the Project-collected survey data. The preliminary plans will be used to identify any issues affecting construction of the proposed safety improvements and form the basis for final construction plans.

The preferred plan should reduce construction costs. It is not anticipated that the design will require any right-of-way encroachment.

Kimley-Horn will conduct one (1) field walk-through with City staff.

Deliverables:

➤ Preliminary Concept Design Plan (30%)

Phase 6 – Environmental Approval

After the 30% Preliminary Design submittal, the Kimley-Horn team will initiate the environmental studies.

Phase 6.1: California Environmental Quality Act (CEQA) Documentation

Kimley-Horn anticipates that the project will seek CEQA clearance under a Class 1 Categorical Exemption (CE), assuming that there will be no increase in street capacity. The Kimley-Horn team will prepare the CE documents and coordinate with the City to receive approval. We will prepare a memorandum to support the project's CEQA clearance using the Class 1 CE. The memorandum will provide a brief project description, summary of the findings, and citations to the CEQA Guidelines.

We will respond to one set of consolidated comments from the City on the CE. After the City has approved the CE, the Kimley-Horn team will prepare and provide the final CE. The Kimley-Horn team will assist the City with preparing the Notice of Exemption (NOE) for the project.

Phase 6.2: National Environmental Policy Act (NEPA) Documentation

The project is federally funded and administered through Caltrans; therefore, environmental documentation pursuant to the NEPA is required, and Caltrans would be the NEPA Lead Agency. The project would be processed through Caltrans' Local Assistance Program. The Kimley-Horn team assumes that the project will be categorically excluded under the provisions of NEPA; technical studies will be required to support this determination.

The Kimley Horn team will prepare documents in accordance with Chapter 7 of the LAPM:

- Field Review (LAPM Exhibit 7-B)
- Field Review Attendance Roster (LAPM Exhibit 7-G)
- Roadway Data (LAPM Exhibit 7-C)
- Preliminary Environmental Study (LAPM Exhibit 6-A)

Phase 6.3: Technical Studies

The Kimley-Horn team will initiate the Caltrans environmental review process through completion of the Preliminary Environmental Study (PES), a Caltrans checklist that helps with identifying the appropriate level of environmental review.

The PES will also identify federal, state, and local agencies from which discretionary approval actions or permits will be required, identify efforts to comply with NEPA, and identify the anticipated NEPA pathway and rationale. Technical studies required for NEPA approval will be completed in accordance with the Caltrans' Standard Environmental Reference (SER) guidelines and LAPM.

The PES Form will be completed pursuant to Caltrans’ SER and LAPM. The Kimley-Horn team will submit the Draft PES to the City for review and approval. Once the Draft PES has been approved by the City, the Kimley-Horn team will finalize the revisions, submit the PES to Caltrans. Once comments are received, the Kimley-Horn team will revise the PES and re-submit the Final PES to Caltrans. The Kimley-Horn team will complete a desktop review and complete the PES Form.

This phase will include a Cultural Resources Records Search (for Caltrans to prepare a Screened Undertaking [SU] memo, if Caltrans deems warranted by the records search). This task shall include copying, distribution/mailing of notices, and providing all materials and services as necessary.

This scope includes up to two submittals to the City and anticipates one (1) round of consolidated comments for the CEQA and NEPA draft NOE and PES draft.

Deliverables:

➤ One Draft CEQA CE in PDF electronic format; One Final CEQA CE in PDF electronic format; One Draft NEPA CE in PDF electronic format; One Final NEPA CE in PDF electronic format; One Draft PES in PDF electronic format; One Final PES in PDF electronic format

Phase 6.4: ADL Screening

EnSafe, as a subconsultant to Kimley-Horn, will perform an Aerially Deposited Lead (ADL) study. The ADL study will include a work plan to be reviewed and approved by Caltrans.

The task assumes soil sampling for the ADL for up to 16 sampling locations which will be further negotiated upon Caltrans approval of the ADL scope. The sampling effort assumes the following depth intervals:

Four (4) signal pole foundation locations: 0.0-0.5’, 0.5’-1’, 1’-1.5’, 1.5’-2’, 2’-2.5’, 2.5’-3’, 3’-3.5’

Twelve (12) shallower locations: 0.0-0.5’, 0.5’-1’, 1’-1.5’, 1.5’-2’

Deliverable:

➤ ADL Sampling Data

Phase 7 – Design Plans, Specifications & Estimates (PS&E)

This phase consists of the preparation of final design plans, specifications and estimates (PS&E). PS&E and utility coordination will conform to the latest editions (including errata) of: Chapter 11 “Design Standards” and Chapter 12 “Plans, Specifications, Estimate” of the Caltrans Local Assistance Procedures Manual (LAPM), California Manual of Uniform Traffic Control Devices (CA MUTCD), Caltrans standard plans and specifications, state and federal standards, and City of Costa Mesa standards. The construction plan set will include the following components:

General Plans: General plans may include title sheet, vicinity and location map, sheet index, location map, construction notes, construction legend, standard symbols, telephone numbers of utilities and other affected agencies and businesses, general notes, and abbreviations.

Survey Plans: Survey and horizontal control plan will be developed to provide street centerlines and bridge ties to establish project control points. Sheets will delineate the existing right-of-way.

Civil and Roadway Plans: Roadway plans will include typical sections, demolition plans, layouts, profiles, construction details, intersection details, and contour grading plans. Based on our field assessment, roughly 25% the curb ramps are non-compliant and will require design. This assumption was used to estimate the number of sheets needed for PS&E. The civil and roadway plans will identify modifications to drainage features. Because the cross sections under consideration minimize roadway widening, we have assumed that no more than two (2) catch basin relocations will be required. The civil and roadway plans will also identify the utility data collected from Phase 1. We have assumed two (2) detail sheets for utilities may be required to cover any proposed wet utilities relocation. To comply with federal LAPM requirements, Kimley-Horn will prepare a separate exhibit showing utilities.

Signing and Striping Plans: Signing and striping plans will be prepared for Fair Drive. Signing and striping plans will show the proposed Class IV bicycle facilities as well as modifications to the roadway striping and striping improvements at intersections. Signing and striping plans will be prepared at a 1"=40' scale in AutoCAD based on City standards.

Traffic Signal Plans: Traffic signal plans will be prepared for all six (6) existing signalized intersections at 1"=20' scale in AutoCAD. Traffic signal modifications are anticipated to include modifications to pedestrian push buttons and signal heads, relocation of traffic signal poles and mast arms, relocation of traffic signal cabinets and electrical cabinets, and changes to left-turn and right-turn phasing. The signal plans will be designed to address City standards and Caltrans standards. For the intersection of Fair Drive and Fordham Drive, if traffic signal or HAWK is the selected alternative, Kimley-Horn will prepare a traffic signal or HAWK plan for the intersection.

If a traffic signal is the selected alternative for the intersection of Fair Drive and Fordham Drive, the design for interconnect will be included on the traffic signal plan. A detail sheet will be prepared to show the splice connections to the existing City fiber network which extends along Fair Drive to the City's Traffic Management Center (TMC) at City Hall.

Street Lighting Plans: Street Lighting Plans will be prepared at 1" = 40' scale in AutoCAD for the proposed project limits along Fair Drive using the City guidelines. The plans will depict pole and luminaire type and locations, pull box and power source locations, wiring/circuit diagrams, panel schedules, voltage drop calculations, and electrical details (as necessary). We have assumed that pole locations will be based off typical City or County spacing standards.

Landscaping and Irrigation Plans and Details: Landscaping plans will indicate plant species, sizes, quantities, and locations with notes, legends, detailed reference callouts, and planting details.

Irrigation plans for a permanent automatic system, including sprinkler head layout, piping, valves, controllers, and connection points will be included on the landscaping plans. The design will follow industry standards for efficiency and comply with the State Water Efficiency Ordinance.

A list of the drawings by milestone are included in Table 1 on the next page. The PS&E will be prepared and submitted following the milestones listed.

Drawing Name	No. of Sheets	Scale	Prelim (30%)	60%	90%	100%	100% Final
Cover Sheet	1	N/A					
Legend	1	N/A					
General Construction Notes	1	N/A					
Key Map	3	1" = 100'					
Survey Plans							
Survey Control	4	1" = 40'					
Civil and Roadway Plans							
Typical Section	2	N/A					
Demolition Plans	4	1" = 40'					
Civil Plans	8	1" = 40'	*				
Civil Details	4	1" = 5' and 1" = 10'					
Traffic Plans							
Signing and Striping Plans	5	1"=40'	*				
Traffic Signal General Notes	1	N/A					
Traffic Signal Modification Plans	6	1"=20'	*				
Traffic Signal, HAWK, or Roundabout Plan**	1	1"=20'	*				
Fiber Optic Interconnect Detail	1	1"=40'					
Street Lighting Plans							
Lighting Plans	4	1"=40'	*				
Landscape and Irrigation Plans							
Landscape and Irrigation Plans	4	1"=40'					
Total Sheets	50						

* Plan sheets at Preliminary (30%) design level will be presented on one strip map at 1"=40' scale

** The plan for Fair Drive & Fordham Drive will be provided for traffic signal, HAWK, or roundabout, depending on the selected alternative

Phase 7.1: 60% Design Package

Phase 7.1.1 - Plans

Using the preliminary design plans completed in the Preliminary Design Phase (30% level) and feedback provided from the City and stakeholders, Kimley-Horn will prepare 60% construction plans.

Deliverable:

➤ 60% Plans as per Table 1

Phase 7.1.2 - Specifications

Kimley-Horn will develop technical specifications and special provisions for work that is not covered by standard specifications, or City-approved provisions. These specifications will comply with the Greenbook and City standards, so there is consistency with local requirements.

Deliverable:

➤ 60% Technical Specifications

Phase 7.1.3 - Cost Estimates

Kimley-Horn will develop an Opinion of Probable Construction Costs (OPCC) at the 60% milestone, based on anticipated construction items, quantities, and project details. Unit prices will be sourced from current bid data or similar projects in the area. Back-up documentation will be provided for lump sum items, and contingencies will be included as agreed upon with the City. The bid schedule will reference each line item to its corresponding payment specification.

Deliverable:

➤ 60% Construction Cost Estimates

Phase 7.1.4 - Field Walk Through

Kimley-Horn will conduct a field walk with the City following submittal of the 60% construction package.

Phase 7.2: 90% Design Package

Upon receipt of a single set of consolidated 60% comments from the City, Kimley-Horn will set up a meeting with the City to review and agree on the resolution of the comments received. After the meeting, Kimley-Horn will prepare the 90% design package. It is anticipated that the City will compile all their comments and send Kimley-Horn one set of comments to address. The 90% design package will include 90% plans, specification, and cost estimate. Kimley-Horn will conduct a field walk with the City following submittal of the 90% construction package.

Deliverables:

➤ 90% Plans as per Table 1, 90% Technical Specifications, and 90% Construction Cost Estimates

Phase 7.3: 100% Design Package

Upon receiving a consolidated set of comments on the 90% design package, and NEPA environmental approval has been received and verified (Phase 6), Kimley-Horn will hold a meeting with the City to review and finalize all feedback. Following the meeting, Kimley-Horn will develop the 100% design package, incorporating all necessary revisions from the 90% submittal. The 100% design package will include 100% plans, specifications, and cost estimate.

Deliverables:

➤ 100% Plans as per Table 1, 90% Technical Specifications, and 90% Construction Cost Estimates

Phase 7.4: 100% Final PS&E Package

Any minor comments received following the submission of the 100% design package will be addressed by the Kimley-Horn team. The 100% Final PS&E package will then be submitted to the City for approval. Once approved, it will be included in the project's bidding documents.

Deliverable:

➤ 100% Final PS&E Package

Phase 7.5: Geotechnical/Soils Assessment Report

The Kimley-Horn team will prepare a geotechnical/soils assessment report. The Kimley-Horn team will bore at eight (8) locations along the corridor and will include findings, conclusions, and recommendations related to the geotechnical aspects of the project's design and construction.

This task includes a visual pavement surface condition assessment, 8 boring locations, laboratory testing, and preparation of a Geotechnical/Soils Assessment Report along with pavement rehabilitation recommendations.

Deliverables:

- Geotechnical/Soils Assessment Report (draft and final)

Phase 7.6: Hydrology and Hydraulic Report

Kimley-Horn will prepare a draft hydrology study to identify hydrologic considerations that may affect final design.

Kimley-Horn will analyze existing and proposed drainage systems for their ability to accommodate future design flows based on proposed improvements. A hydrology study based on current City standards will be prepared summarizing the findings and proposed drainage improvements. Drainage areas and total disturbed areas will be defined, as will climactic conditions, existing drainage conditions, site permeability, soil texture (from soils report), existing vegetation (if any), and groundwater (from soils report). Kimley-Horn will submit a draft hydrology study for City review and comment at the 60% level. Based on one set of consolidated comments, Kimley-Horn will submit a final hydrology memorandum along with the 90% design package.

Additionally, Kimley-Horn will document the water quality requirements in the hydrology memorandum.

Deliverables:

- Hydrology Memorandum (draft and final)

Phase 7.7: Right-of-Way Certification and Construction Request Authorization (RFA)

The Kimley-Horn team will assist the City in efficiently addressing all project components as required to obtain State and Federal Right-of-Way Certification and E-76 Construction Authorization. The Kimley-Horn team will be responsible for preparing all required Federal forms/submittals including calculation of the DBE goal for construction (if DBE program is reinstated before E-76 for Construction), PS&E Certification, addressing all requirements to obtain Right-of-Way Certification, and preparation of the Request for Authorization to Proceed with Construction to Caltrans Local Programs.

Deliverables:

- Federal Forms and Submittals including Calculation of DBE Goal for Construction
- PS&E Certification
- Right-of-Way Authorization
- Request for Authorization to Proceed with Construction

Phase 8 – Quality Control/Quality Assurance (QC/QA)

Kimley-Horn will maintain concise written records on all activities. Kimley-Horn will provide a QC/QA summary report with each deliverable as a separate attachment. The summary report will include an attestation from the QC/QA manager that they have performed a thorough review of the submitted deliverable(s).

Deliverables:

- QC/QA Summary Report for Each Deliverable

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

Firm Overview

Since our founding in 1967, Kimley-Horn has grown from a small group of engineers and planners to a firm of over 10,000 employees in 160 offices nationwide, including 17 in California, and over 580 staff in Southern California focused on meeting the planning and design needs of local public agencies. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer. Today, we are one of the highest ranked planning and engineering consulting firms in California. According to Engineering News-Record (ENR), our firm ranks fourth among the Top 100 Pure Design Firms, representing the combined efforts and quality of our staff, who are committed to providing client-focused service and technical excellence in everything we do, including services to the City on this project.

Firm at a Glance

Name of Corporation: Kimley-Horn and Associates, Inc.

Corporate Office Street Address: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

State and Date of Incorporation: North Carolina, February 10, 1967

First and Last Name of Officers:

- Brent H. Mutti, President, Chief Executive Officer
- Aaron W. Nathan, COO, Executive Vice President
- Ashley R. Keil, Secretary
- David L. McEntee, Senior Vice President, Treasurer
- Steven E. Lefton, Executive Chair
- Tammy L. Flanagan, CFO, Executive Vice President

Local Office Address: 1100 W Town and Country Road, Suite 700, Orange, CA 92868

Date Local Office Opened for Business: January 1, 1998

Kimley-Horn is not a partnership or joint venture

Relevant Experience, Specific Qualifications, and Technical Expertise

Kimley-Horn has decades of experience improving California’s transportation systems, working with various agencies and organizations. Our services include corridor planning, traffic analysis, congestion management, funding support, multimodal solutions, feasibility studies, environmental assessments, computer modeling, and public engagement. We approach projects with a comprehensive, multimodal perspective, making sure that transportation plans meet diverse user needs and are practical to implement.

Our team has planned and designed thousands of miles of active transportation, roadway/corridor, and intersection projects involving multimodal facilities, among other services. As a fully integrated, multi-disciplined consulting firm, we offer the following in-house services:

- Complete Streets
- Bicycle/Pedestrian
- Electrical Design
- Traffic Engineering and Safety
- Traffic Signals
- Americans With Disabilities Act (ADA) Compliance
- Green Infrastructure and Drainage
- Landscaping and Irrigation Design
- Traffic Analysis and Operations
- Electrical and Lighting
- Utility Coordination
- Intelligent Transportation Systems (ITS)
- Constructability
- Public Outreach

Kimley-Horn has extensive experience delivering corridor-wide multimodal improvements that reallocate roadway space to enhance safety and comfort while maintaining mobility. We are passionate about projects that improve safety and access for

additional modes of transportation, and our team’s recent work includes road diets, protected intersections, buffered and separated bicycle facilities, transit improvements, sidewalk widening, pedestrian bulb-outs, Rectangular Rapid Flashing Beacon (RRFB) installations, coordinated signing and striping modifications, integrated stormwater enhancements, and streetscape improvements. Our team members have led numerous pedestrian and bicycle planning and design projects throughout the country, and are leaders in Complete Streets projects, having co-authored ITE’s Designing Walkable Urban Thoroughfares and developed plans using best practices like NACTO’s Urban Street Design Guidelines.

Subconsultant Experience and Qualifications



Avant-Garde specializes in Local Assistance funding administration and project delivery support for federally and state-funded transportation projects. Their team provides comprehensive grant and funding administration services throughout the project lifecycle, providing compliance with Caltrans Local Assistance Procedures, Federal Highway Administration (FHWA) requirements, Metropolitan Planning Organization (MPO) guidelines, and all applicable state and federal regulations. Avant-Garde’s staff has extensive experience supporting local agencies with the preparation, review, and coordination of environmental documentation, Right-of-Way (ROW) certification, Request for Authorization (RFA) packages, and Construction (CON) authorization documentation. They understand the critical milestones required to successfully advance projects through each phase while maintaining funding eligibility and meeting agency deadlines.



Calvada Surveying, Inc. is a disabled veteran and minority disadvantaged-owned land surveying firm established in 1989. With a strong presence across the Western US, they provide professional land surveying services for industries including real estate, civil engineering, telecommunications, construction, and environmental sectors. Calvada’s

clients trust them for their expertise, professionalism, and commitment to exceptional customer service, supported by the latest technology. Since opening in 1989, Calvada has provided land surveying services throughout Northern and Southern California, partnering with leading firms such as Kimley-Horn and many others. Their seamless integration of Civil 3D ensures efficient digital data transfer, saving both time and costs. Additionally, their ability to deploy field personnel on short notice enables them to meet stringent deadlines and deliver the critical data needed for successful project execution.



Rock E. Miller has 47 years of experience in traffic engineering and transportation planning. Specifically, he has a strong background in traffic operations, traffic signal timing, traffic signal design, traffic safety, active transportation, and many related disciplines. He has resided in Orange County for his entire career—which started in his role as City Traffic Engineer for the City of Costa Mesa—but he has provided consultant services throughout the US and Western

Canada. Rock spends approximately 40% of his time consulting on safety matters that may result in litigation, mostly on behalf of public agencies and their representatives. He spends about 25% of his time on traffic engineering projects, focusing on his interest areas, traffic signal operation and bikeways. His remaining time is spent on non-profit work for ITE, Transportation Research Board, the National Committee on Uniform Traffic Control Devices, and Caltrans Safety Initiatives.



Twining’s legacy dates back more than 128 years. What started as a family business in 1898 has evolved into one of California’s largest service providers of multidisciplinary engineering services. Highly regarded by owners, developers, contractors, consultants, and the industry for providing high-quality services that are reliable, timely, and compliant,

Twining has been a central part of some of California’s most regionally significant projects. They employ some of the industry’s most well-known experts who perform research as well as consult with regulatory agencies to shape the future of construction standard practices. Twining is a full-service engineering company with unmatched technical expertise. Their services span from QC/QA, materials testing, and inspection to highly technical capabilities in applied engineering and integrated disciplines. With laboratories throughout California and a deep bench of engineers, technical experts, materials scientists, technicians, and inspectors, Twining is unequalled in their core competencies to serve the built environment.



For over 30 years, **Arellano Associates** (Arellano) has partnered with public and private agencies and organizations throughout Southern California to deliver thoughtful, effective, and inclusive communications and community engagement programs. Their staff's experience spans transportation, infrastructure, public safety, sustainability, and planning initiatives. Arellano's vision is to serve as a trusted partner guiding meaningful community engagement that is intentional, equitable, and inclusive. Arellano supports projects at every stage—from planning and environmental processes to construction and implementation—by integrating strategic outreach, stakeholder engagement, digital innovation, and creative communications to ensure communities are informed and heard. Arellano is a woman- and minority-owned Small Business Enterprise (SBE) based in Chino Hills, California, with a multidisciplinary team of approximately 80 professionals. Their team's understanding of stakeholder diversity, paired with innovative engagement tools and strategies, allows them to work collaboratively with clients to achieve project goals and build lasting community trust.

Current and Previous Contracts

We have provided a variety of similar facility concept development and design services, and the following projects highlight our firm's relevant project experience with work of comparable size and complexity within the last eight years. We invite you to contact our listed client references to learn more about Kimley-Horn's performance and quality of service.

City of Los Angeles Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA

Kimley-Horn assisted the Los Angeles Department of Recreation and Parks (RAP) in conducting an engineering assessment of Crystal Springs Drive and Griffith Park Drive in Griffith Park, the largest municipal park in the City of Los Angeles. This included an evaluation of existing conditions and preparation of recommendations to calm traffic, reduce cut-through traffic, and improve safety. Kimley-Horn prepared conceptual plans for short-, mid-, and long-term improvements, including Class II and Class IV bicycle facilities, crosswalk improvements, reduction in curb radii at intersections, and speed humps. Kimley-Horn presented the recommendations to several groups of stakeholders and participated in community engagement workshops. Kimley-Horn also provided construction support for all aspects of the project, including the conversion of Griffith Park Drive to an active transportation roadway.

Project Dates: May 2022 – July 2025

Client Reference: Stefanie Smith, Superintendent of RAP Operations | 323.661.9465

City of South Pasadena, Huntington Drive and Fremont Avenue Corridor Improvements, South Pasadena, CA

Kimley-Horn is providing engineering, planning, and community outreach services for two 1.5-mile corridors in the City of South Pasadena along Huntington Drive and Fremont Avenue. This visionary project will transform these two large arterials for the City to provide seamless connectivity for users moving between neighborhoods, schools, employment, and businesses. The Kimley-Horn team is working to provide the following services to the City through this project: robust community outreach, traffic corridor study analysis, 18 traffic signal modifications, traffic signal synchronization and coordination, traffic signal timing sheets, class II and IV bike lanes, ADA improvements, landscape architecture design, two traffic signal installations, and fiber-optic improvements.

Project Dates: October 2025 – present

Client Reference: Bassam AL-Beitawi, Transportation Program Manager | 626.403.7354

City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA

To improve safety and quality of life for all corridor users, Kimley-Horn helped the City of Los Angeles transition Los Angeles Department of Transportation (LADOT) Vision Zero quick-build improvements increase connectivity and use of active modes of transportation, enhance community spaces, reduce the heat island effect, and improve air quality and stormwater capture/reuse along Manchester Avenue and South Broadway. Kimley-Horn services include.

- Design and construction of a 2.8-mile complete streets corridor
- Implementation of Class IV protected bike lanes
- Community outreach with focus on underserved communities and workshops in City Council District 8
- Installation of HAWK pedestrian signals, bus boarding

“Kimley-Horn’s experience on Broadway-Manchester will greatly benefit future ATP projects.”

– Gina Liang, Project Manager

islands, stormwater treatments, and curb extensions

- Full ADA upgrades to curb ramps, sidewalks, and driveways
- Extensive coordination with multiple agencies including LADOT, LA Metro, Caltrans, and County

Kimley-Horn completed PS&E in November 2024, and construction completion is anticipated for 2027.

Project Dates: April 2021 – June 2025

Client Reference: Gina Liang, Project Manager | 213.442.4267

City of Agoura Hills, Citywide Bicycle Master Plan and VMT Banking Program, Agoura Hills, CA

Kimley-Horn worked with the City of Agoura Hills to develop a citywide bicycle master plan and Vehicles Miles Traveled (VMT) Banking Program. Our team reviewed proposed bicycle facilities for the City from the County of Los Angeles Bike Master Plan (2012) and the Las Virgenes-Malibu Regional Bicycle Master Plan (2015). During this review, we also identified gaps in the bicycle network at the Citywide level and proposed additional improvements to fill in the gaps. Following our initial review, our team conducted a feasibility analysis of both existing and proposed improvement locations. Our team focused on right-of-way and utility impacts, environmental areas, and vehicle access and circulation for each of the locations. Along with our review and analysis, Kimley-Horn also reached out to local stakeholders and community members through various public outreach events to educate attendees on the conceptual design and gather feedback from members of the community. Following the successful completion of all studies, reviews, and outreach events, Kimley-Horn prepared conceptual designs and cost estimates and then compiled all our findings, recommendations, and proposed improvements into a Bicycle Master Plan and submitted the document to the City for review and approval.

Project Dates: November 2022 – September 2024

Client Reference: Charmaine Yambao, Director of Public Works/City Engineer | 818.597.7360

City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Improvements, Fullerton, CA

Kimley-Horn is currently developing bicycle and pedestrian enhancements along Nutwood Avenue from North Placentia Avenue to State College Boulevard, which is currently designated as a Class III bicycle facility along the majority of the corridor. The project proposes to address the long-awaited priority connectivity gap along the Brea Mall-California State University Fullerton-Santa Ana River Trail Corridor across SR 57, which has been ranked as the number one, Tier 1 priority on the Orange County Transportation Authority (OCTA) Fourth Supervisorial District Regional Bikeway Corridor prioritization list since 2012. The project will connect several large residential developments east of SR 57 with the university campuses, Fullerton Transportation Center, Downtown Fullerton, recreation, entertainment, and employment centers west of SR 57. The project, along with the proposed pedestrian/bicycle bridge at the Nutwood Avenue and Commonwealth Avenue intersection, will also provide critical connectivity for student housing and recent developments between Chapman Avenue and Nutwood Avenue.

Project Dates: March 2025 – present

Client Reference: Michael Plotnik, City Traffic Engineer | 714.738.6864

City of Santa Ana, Santa Ana Boulevard and 5th Street Protected Bike Lane, Santa Ana, CA

Kimley-Horn helped transform the existing South Main Street into a revitalized 2.5-mile corridor by creating solutions for street beautification, traffic safety, walkability, bicycle circulation, environmental sustainability, security, and neighborhood amenities. Specific goals for the project were re-branding the South Main Street Business District with a consistent theme to promote the neighborhood for future developments; enhancing streetscape aesthetics with landscape and hardscape features to create a more inviting and pleasant urban area; improving street walkable paths with pedestrian safety, curb ramps, crosswalks, and other ADA features; encouraging the use of alternative transportation such as walking, biking, and public transit; improving accessibility to local businesses by providing on street parking; creating a low impact and sustainable design for improvements while considering environmental issues; and enhancing corridor safety and security by adding high visibility crosswalks and pedestrian level street lights. Kimley-Horn services included:

- Preparation of PS&E for civil, roadway, traffic signal, lighting and drainage improvements
- Design of pedestrian infrastructure, including curb extensions, widened sidewalks, ADA curb ramps, and high-visibility crosswalks
- Traffic operations analysis to support safety and circulation improvements
- Streetscape and urban design to create a cohesive, pedestrian-oriented corridor identity

Project Dates: May 2017 – June 2023

Client Reference: Sean Thomas, Principal Civil Engineer and Construction Services Manager | 714.647.5655

City of Bakersfield, Monitor Street School Corridor Active Transportation Improvements, Bakersfield, CA

To create a safer corridor for all users along a 3-mile stretch of Monitor Street from South High School to Golden Valley High School, Kimley-Horn is implementing improvements such as protected intersections, raised bike path, traffic calming, enhanced pedestrian crossings, improved signage and lighting, more resilient pavement markings, ADA modifications, median modifications, and sidewalk improvements. Following the preliminary study, Kimley-Horn will work with the City of Bakersfield to engage local stakeholders and community members to gather input and feedback on the conceptual designs. Once outreach and preliminary engineering is complete, our team will identify available grant funding opportunities and compile the information in a report to the City.

Project Dates: April 2023 – May 2026

Client Reference: Gavin Grimes, Civil Engineer III | 661.852.7016

FINANCIAL CAPACITY

Per the City's RFP, copies of Kimley-Horn's audited financials from the past three years are included as a separate file.

Please note that this information is confidential and is not subject to public disclosure.

KEY PERSONNEL

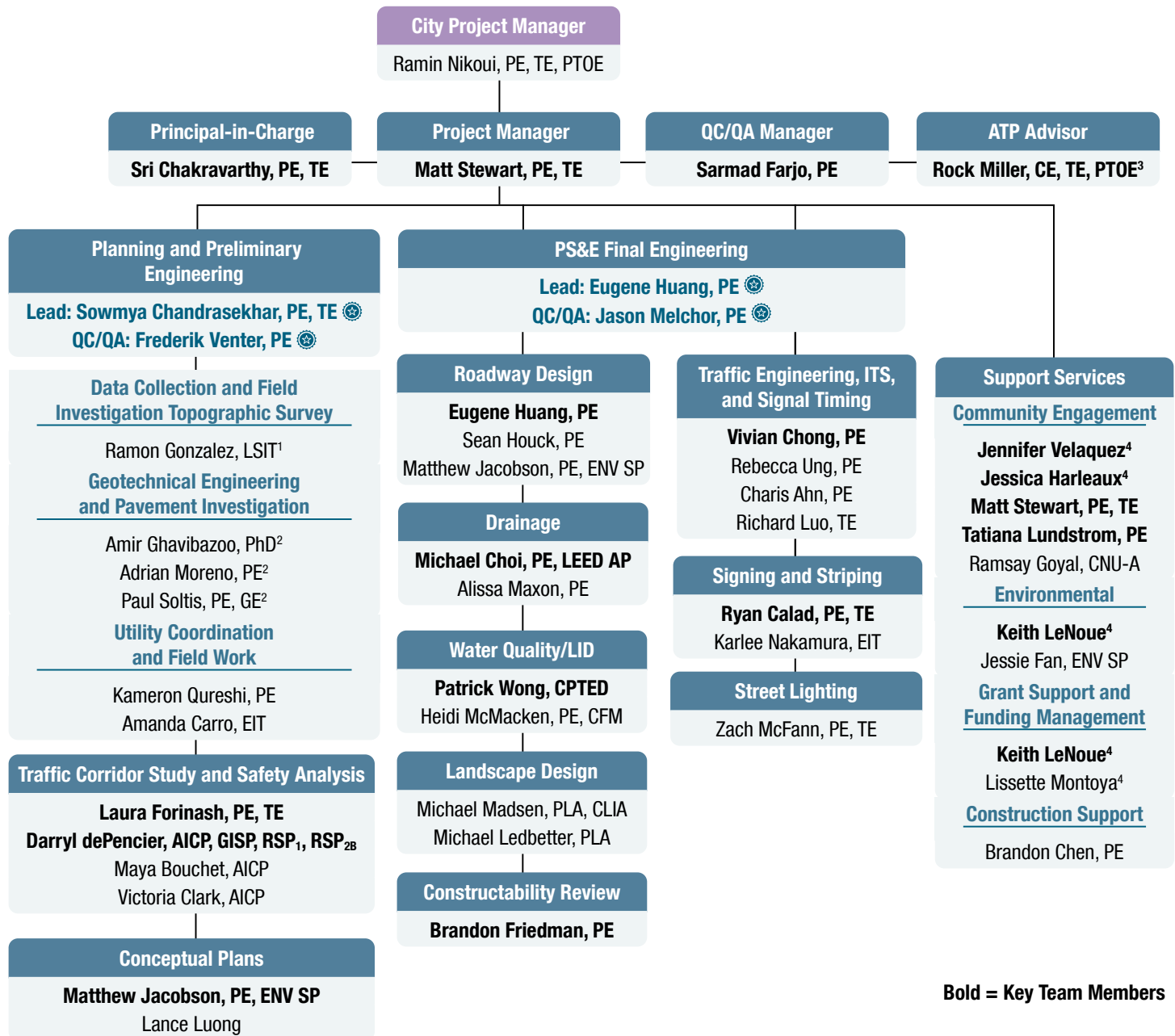
Kimley-Horn selected the members of our team using two criteria: (1) their experience with executing tasks on similar contracts, and (2) their locality and availability to assume major technical responsibilities within the project schedule. With this, we are committed to your success in all stages of this project. Our team, responsible for delivering the high-quality of service the City deserves, will be led by project manager **Matt Stewart, PE, TE**, a results-focused project manager and a practical problem-solver with eight years of experience in transportation planning, traffic engineering, and traffic safety analysis. His practice is focused on developing active transportation and traffic calming improvements to improve roadway safety while also engaging the community to provide inclusion in the development process. Matt is fully available and appropriately committed to dedicating the time and attention necessary to provide project success. He will be the primary contact for the City during the project and will be supported by the proposed team members outlined in the organization chart on the next page. Resumes for key project personnel can be found beginning on page A-1 of this proposal.

Key Management Positions

Key Staff Name and Role	Project Function
Matt Stewart, PE, TE , Project Manager	• Main point of contact for City staff • Guides the project team on all tasks, oversee and manage subconsultant effort, etc.
Sri Chakravarthy, PE, TE , Principal-in-Charge	• Provides high-level oversight of the project and team
Sarmad Farjo, PE , QC/QA Manager	• Maintains firm's high standard for service, accuracy, and client satisfaction • Performs thorough reviews of plans, designs, and deliverables during critical project phases
Rock Miller, CE, TE, PTOE , ATP Advisor	• Provides active transportation design expertise, confirming that alternatives considered and the selected alternative meet the project's safety and mobility goals
Sowmya Chandrasekhar, PE, TE , Planning and Preliminary Engineering Lead	• Evaluates project feasibility, develops preliminary designs, coordinates with stakeholders, analyzes data, and sets the foundation for project success by aligning technical solutions with client goals, budget, and regulatory requirements
Eugene Huang, PE , PS&E Final Engineering Lead	
Frederik Venter, PE , Planning and Preliminary Engineering QC/QA	• Confirms technical accuracy, consistency, and compliance with City goals, regulatory requirements, and industry standards by meticulously reviewing deliverables, identifying risks, and providing constructive feedback throughout all phases of the project lifecycle
Jason Melchor, PE , PS&E Final Engineering QC/QA	

Organization Chart

City of Costa Mesa



Bold = Key Team Members

Subconsultants:

1. Calvada Surveying, Inc.
2. Twining, Inc.
3. Rock E. Miller
4. Avant-Garde, Inc.
5. Arellano Associates

**Matt Stewart, PE, TE***Project Manager*

Matt is a professional civil and traffic engineer with a decade of experience in transportation planning and transportation engineering. His practice is focused on developing active transportation and traffic calming improvements to improve roadway safety. His design experience includes preparation of construction packages for street improvement projects including traffic signal, signing and striping, interconnect, street lighting, and intersection improvements. His transportation planning experience includes development of bicycle master plans, active transportation plans, ADA transition plans, and safe routes to school plans. He is experienced in leading complex street improvement projects from the planning through final design and construction phases. He is passionate about conducting robust community engagement to help residents and community members feel included in the project development process.

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #90465
- Traffic Engineer in California #3063

Relevant Experience

- **City of Los Angeles, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Deputy Project Manager
- **City of South Pasadena, Huntington Drive and Fremont Avenue Corridor Improvements, South Pasadena, CA** – Senior Traffic Engineer
- **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Senior Traffic Engineer
- **City of Los Angeles, Mission Mile Sepulveda Project PA&ED, Los Angeles, CA** – Senior Traffic Engineer
- **City of Malibu, Pacific Coast Highway and Big Rock Drive Intersection Improvements Project, Malibu, CA** – Project Manager
- **City of Malibu, Malibu Canyon Road Safety Study, Malibu, CA** – Project Manager
- **City of Malibu, Pacific Coast Highway Traffic Signal Synchronization and Safety Adaptive Project, Malibu, CA** – Senior Traffic Engineer
- **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA** – Contract Manager and City Traffic Engineer
- **City of Agoura Hills, Citywide Bicycle Master Plan and VMT Banking Program, Agoura Hills, CA** – Deputy Project Manager
- **City of Costa Mesa, Traffic Impact Fee Program Update, Costa Mesa, CA** – Deputy Project Manager
- **City of Lancaster, Avenue J/SR 138 (SR 14) Interchange PSR - PDS, PA&ED, and PS&E, Lancaster, CA** – Senior Traffic Engineer
- **City of Lancaster, Lancaster Health District: Traffic Impact Analysis, Signing and Striping, and Traffic Signal Plans, Lancaster, CA** – Project Engineer
- **County of Orange, El Modena Active Transportation Improvements Project Programming Report, El Modena, CA** – Project Manager

**Sri Chakravarthy, PE, TE***Principal-in-Charge***Professional Credentials**

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University, India
- Professional Engineer in California #73626
- Traffic Engineer in California #2531

Sri has 22 years of experience overseeing a variety of transportation projects ranging from planning, design, operations, and on-call engineering services. His project management at Kimley-Horn is informed by his former career with the Los Angeles County Public Works Department and knowledge of grant funding opportunities and working with multiple stakeholders. Sri has overseen medium to large scale projects for local and regional agencies with design budgets ranging from \$50K to \$2.5M and schedules ranging from six months to 3.5 years. These projects are often multidisciplinary and require coordination with local and regional agencies, Caltrans, and local businesses and residents.

Relevant Experience

- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Principal-in-Charge
- **City of Los Angeles, Broadway-Manchester Active Transportation Project, Los Angeles, CA** – QC/QA Manager
- **City of Los Angeles, Mission Mile Sepulveda Project PA&ED, Los Angeles, CA** – Senior Traffic Engineer
- **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – Traffic Engineer
- **City of Ventura, Westside Community-Wide Active Transportation Improvements, Ventura, CA** – Project Manager
- **City of Malibu, Pacific Coast Highway Bicycle Route Improvements, Malibu, CA** – Project Manager
- **City of La Canada Flintridge, Traffic Circulation and Signal Operations for Foothill Boulevard and Angeles Crest Highway, La Canada Flintridge, CA** – Project Manager
- **County of Los Angeles, Bicycle Master Plan Update, Los Angeles County, CA** – Project Manager
- **City of Lancaster, Safe Routes to School Master Plan, Lancaster, CA** – Principal-in-Charge
- **City of La Canada Flintridge, Professional Traffic Engineering Services for Citywide Engineering and Traffic Survey and Traffic Volume Counts, La Canada Flintridge, CA** – Project Manager
- **City of Agoura Hills, Areawide School Traffic Study, Agoura Hills, CA** – Project Manager
- **City of Pico Rivera, Transit-Oriented Development (TOD) Specific Plan for the Gold Line Eastside Extension at Washington and Rosemead Boulevards, Pico Rivera, CA** – Senior Project Engineer
- **City of Tehachapi, Greater Tehachapi Area Specific Plan, Tehachapi, CA** – Project Manager
- **City of Culver City, Ivy Station TOD, Washington Boulevard and National Boulevard Street Off-Site and On-Site Improvements, Los Angeles/Culver City, CA** – Project Engineer
- **City of Oxnard, Fifth Street and Rice Avenue Grade Separation Traffic Operational Analysis Report, Oxnard, CA** – Project Manager
- **City of Oxnard, Oxnard Boulevard and Saviers Road Signal Improvements, Oxnard, CA** – Project Manager

**Sarmad Farjo, PE***QC/QA Manager***Professional Credentials**

- Bachelor of Science, Civil Engineering, University of Baghdad
- Professional Engineer in California #80769

Sarmad is a highly accomplished civil engineer and infrastructure leader with more than 35 years of experience planning, designing, managing, and delivering complex transportation and public infrastructure projects throughout California. His experience spans all phases of project development, including planning, environmental clearance, preliminary engineering, final design, quality management, construction support, and program delivery for roadway, highway, interchange, bridge, complete streets, active transportation, and multimodal infrastructure projects. His active transportation experience includes more than a dozen complete streets and bicycle/pedestrian improvement projects, many of which have been successfully constructed and are providing lasting community benefits. These projects have transformed corridors and communities into safer, more accessible, and multimodal transportation networks supporting pedestrians, bicyclists, transit users, and motorists alike.

Relevant Experience

- **City of Costa Mesa, Merrimac Way Complete Street, Costa Mesa, CA** – Principal-in-Charge*
- **County of Orange, Santa Ana Avenue and University Avenue Improvements, Costa Mesa, CA**
– Principal-in-Charge*
- **City of Monterey Park, Monterey Pass Road Complete Streets, Monterey Park, CA** – QC/QA Manager
- **City of Los Angeles, Mission Mile Sepulveda Project PA&ED and PS&E, Los Angeles, CA** – QC Reviewer and Risk Manager
- **City of Fullerton, Nutwood Avenue Bicycle and Pedestrian Mobility Enhancements, Fullerton, CA**
– Project Manager
- **City of Long Beach, Studebaker Road Complete Street Project, Long Beach, CA** – Project Manager*
- **City of El Monte, Garvey Avenue Complete Street Project, El Monte, CA** – Project Manager*
- **City of El Monte, Valley Boulevard and Main Street Complete Streets Feasibility Study, El Monte, CA**
– Project Principal*
- **City of Long Beach, East Broadway Complete Street, Long Beach, CA** – Project Manager*
- **City of Brea, SR-57/Imperial Highway On Ramp Improvements, Brea, CA** – Technical Manager
- **City of Moreno Valley, Cycles 6 and 7 Pedestrian and Bike Facility Improvements, Moreno Valley, CA**
– Project Manager*
- **City of Anaheim, Ball Road & Sunkist Street Improvements, Anaheim, CA** – Project Manager*
- **City of Anaheim, Nohl Ranch Bike and Pedestrian Trail, Anaheim, CA** – Principal-in-Charge*
- **City of Los Angeles, Affordable Housing and Sustainability Communities (AHSC) Cycle 5 Roadway Improvements, Los Angeles, CA** – Contract Manager*
- **City of Yorba Linda, Bastanchury Road Widening Project, Yorba Linda, CA** – Principal-in-Charge*

**Prior to joining Kimley-Horn*



Sowmya Chandrasekhar, PE, TE

Planning and Preliminary Engineering Lead

Sowmya has 17 years of professional experience as a transportation engineer, and is experienced in traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, corridor operational analyses, traffic impact analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya has provided support for the development of transportation simulation models, preparation of grant applications, and review of connected vehicle applications for agencies.

Professional Credentials

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California (#83100) and Texas (#109776)
- Professional Traffic Engineer in California (#2760)
- Professional Traffic Operations Engineer (#3323)
- Women's Transportation Seminar (WTS), Member
- Orange County Traffic Engineering Council (OCTEC), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **City of Los Angeles, Department of Recreation and Parks, Griffith Park Safety and Mobility Active Transportation Project, Los Angeles, CA** – Project Manager
- **City of Santa Ana, South Main Street Corridor Improvements, Santa Ana, CA** – QC/QA
- **City of Buena Park, Orangethorpe Avenue Complete Streets Planning Study, Buena Park, CA** – Project Manager
- **City of Buena Park, Safe Routes to School Plan, Buena Park, CA** – Project Manager
- **City of Bakersfield, Monitor Street School Corridor Active Transportation Improvements Project, Bakersfield, CA** – Project Manager
- **City of Buena Park, On-Call Transportation Engineering Services, Buena Park, CA** – Project Manager*
- **City of Los Angeles Department of Recreation and Parks, Griffith Observatory Design Services, Los Angeles, CA** – Project Engineer*
- **City of Irvine, Great Park Parking Lots 6 and 7 Expansion, Irvine, CA** – Project Manager
- **City of Irvine, Civic Center Main Lot Expansion Design, Irvine, CA** – Senior Project Engineer
- **City of Irvine, Civic Center Secure Lot Expansion Design, Irvine, CA** – Senior Project Engineer
- **City of Irvine, 2022-2027 Consultant Team Program: Civil Engineering Design and Street Improvement Plan Check, Irvine, CA** – Senior Project Engineer
- **City of Bakersfield, Niles Street and Monterey Street Complete Streets Project, Bakersfield, CA** – Senior Engineer
- **City of Agoura Hills, On-Call Engineering Services, Agoura Hills, CA** – Project Engineer
- **City of Diamond Bar, On-Call Civil and Traffic Engineering Services, Diamond Bar, CA** – Senior Project Manager
- **City of Norwalk, On-Call Professional Engineering Services for Design, Project Management, and Construction Support Services, Norwalk, CA** – Project Engineer
- **City of Malibu, On-Call Traffic Engineering Services, Malibu, CA** – Project Engineer
- **City of Lancaster, Multi-Year Traffic Engineering, Planning, and Related Professional Services, Lancaster, CA**

**Prior to joining Kimley-Horn*



Frederik Venter, PE

Planning and Preliminary Engineering QC/QA

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria, South Africa
- Bachelor of Science, Civil Engineering, University of Pretoria, South Africa
- Bachelor of Science, Transportation Engineering, University of Pretoria, South Africa
- Professional Civil Engineer in California (#64621)
- Institute of Transportation Engineers (ITE), Member
- American Public Works Association (APWA), Member

Frederik has 35 years of experience in the development of transportation and traffic engineering studies, including preparation of traffic studies, traffic impact assessments, Senate Bill (SB) 743/VMT implementation, and final design. He has also been responsible for transportation planning studies, comprehensive origin/destination surveys, parking demand surveys, pedestrian and bike facility planning, and community mobility studies. Frederik has also led the design of road widening projects, intersection improvements, freeway on- and off-ramps, traffic calming measures, and site circulation improvements.

Relevant Experience

- **City of Burlingame, Carolan Avenue Complete Street, Burlingame, CA** – Principal-in-Charge
- **City of Monterey, Multimodal Plan, Monterey, CA** – Project Manager
- **VTA, Tasman Corridor Complete Streets Study, San Jose, CA** – Project Engineer
- **City of Gilroy, Traffic Circulation Master Plan and Transportation Impact Fee (TIF) Program Updates, Gilroy, CA** – Project Manager
- **City of Marina, Imjin Parkway Corridor Feasibility Study (Widening), Marina, CA** – Project Manager
- **City of Tracy, Citywide Roadway and Transportation Master Plan (TMP) Update, Tracy, CA** – Project Manager
- **City of Fremont, TIF Update, Fremont, CA** – Project Manager
- **City of Concord, TIF Update, Concord, CA** – Principal-in-Charge
- **City of Capitola, Downtown and Village Parking and Circulation Study, Capitola, CA** – Principal-in-Charge
- **County of Santa Cruz, Travel Demand Modeling and VMT Analysis for General Plan Update, Santa Cruz County, CA** – Project Manager
- **County of Santa Cruz/City of Capitola/City of Santa Cruz/City of Watsonville/City of Scotts Valley, SB 743 Implementation Plan, Santa Cruz County, CA** – Principal-in-Charge
- **City of Tracy, LRSP, Tracy, CA** – Principal-in-Charge
- **City of Tracy, Citywide Roadway and Transportation Master Plan Update, Tracy, CA** – Project Manager
- **City of Tracy, On-Call Engineering Services (Various Roadway and Traffic Circulation Analyses), Tracy, CA** – Project Manager
- **Stanislaus Council of Governments (StanCOG), 2026 Regional Transportation (RTP)/Sustainable Communities Strategies (SCS) and EIR, Stanislaus County, CA** – QC/QA Manager
- **StanCOG, Regional Early Access Planning (REAP) 2.0 SCS Support Projects, Stanislaus County, CA** – Principal-in-Charge



**Darryl dePencier, AICP, GISP, RSP₁,
RSP_{2B}**

Traffic Corridor Study and Safety Analysis

Professional Credentials

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University
- Certificate of Geographic Information Systems, Algonquin College
- Geographic Information Systems Professional #59317
- American Institute of Certified Planners #026552
- Road Safety Professional 1 #279
- Road Safety Professional 2B #17

Darryl has 20 years of experience assisting and leading transportation planning and engineering projects. He uses data driven approaches to assess transportation system performance for operations, safety, equity, and other factors as needed. As a GIS Professional, Darryl often uses GIS to efficiently assess existing conditions and to analyze project alternatives. He has supported the development and implementation of GIS analysis methods for transit and traffic performance assessment, traffic safety analysis, ADA transition plans and other transportation planning functions. He is experienced with bringing diverse databases together into a geo-enabled environment including spatial transformations, data conversions, overlays, raster/vector interactions. When applicable, Darryl makes use of big data sources to supplement available localized data from both commercial and locally kept sources. He develops custom tools, macros, models, and scripts to work with out-of-the-box tools and applications as needed to work with existing data sources to better inform the planning team and decisionmakers.

Relevant Experience

- **City of Costa Mesa, Local Roadway Safety Plan, Costa Mesa, CA** – Project Manager
- **Caltrans, Vulnerable Road User Safety Assessment, Statewide, CA** – Project Manager
- **Caltrans, Local Development Safety Review Guidelines, Statewide, CA** – Project Manager
- **Caltrans, 2020-2024 Strategic Highway Safety Plan, Statewide, CA** – Project Planner
- **Caltrans, CMAS Safety Performance Management Target Setting Analysis, Statewide, CA** – Project Planner
- **City of Los Angeles, Vision Zero Program Independent Evaluation, Los Angeles, CA** – Project Planner
- **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Project Manager
- **City of Palmdale, Sustainable Transportation Plan, Palmdale, CA** – Project Manager
- **City of Artesia, Local Roadway Safety Plan, Artesia, CA** – Project Manager
- **City of Santa Clarita, Citywide Analysis of Pedestrian and Bicycle Collisions SSARP, Santa Clarita, CA** – Project Planner
- **City of Lancaster, Systemic Safety Analysis Report Program, Lancaster, CA** – Project Planner
- **City of Palm Desert, Local Road Safety Plan, Palm Desert, CA** – Project Planner
- **City of Indian Wells, Comprehensive Traffic Safety Action Plan, Indian Wells, CA** – Project Manager
- **City of Desert Hot Springs, Local Road Safety Plan, Desert Hot Springs, CA** – Project Manager
- **City of Indio, Local Road Safety Plan, Indio, CA** – Project Principal
- **StanCOG, REAP 2.0 SCS Bicycle and Pedestrian Plans, Modesto, CA** – Project Planner
- **Merced County Association of Governments, RTP/SCS 2018, Merced, CA** – Project Planner
- **City of Riverside, Local Roadway Safety Plan, Riverside, CA** – Project Planner

**Eugene Huang, PE***PS&E Final Engineering Lead; Roadway Design***Professional Credentials**

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Civil Engineer in California #87933

Eugene has extensive experience delivering multimodal corridor and complete streets projects throughout Southern California, applying strategic and context-sensitive approaches to improve safety, access, and mobility. He currently manages several complex, multi-jurisdictional efforts that integrate local street improvements with regional infrastructure such as freeway ramps and interchanges. Eugene brings a process-driven mindset to all phases of project delivery, with a proven track record of completing PSR PDS, PA&ED, PS&E, and construction

Relevant Experience

- **City of Monterey Park, Monterey Pass Road Complete Streets, Monterey Park, CA** – Senior Civil Engineer
- **City of Alhambra, Fremont Avenue Complete Streets and Interchange Modifications, Alhambra, CA** – Project Manager
- **City of Camarillo, Pleasant Valley Road Bike Lanes, Camarillo, CA** – Senior Civil Engineer
- **City of Bakersfield, Niles and Monterey Complete Streets Project, Bakersfield, CA** – Senior Civil Engineer
- **City of Ventura, Westside Community Wide Active Transportation Improvements, Ventura, CA** – Project Engineer
- **City of Camarillo, Pleasant Valley Road Bike Lanes, Camarillo, CA** – Senior Civil Engineer
- **City of Lancaster, Avenue J/SR 14 (SR 138) Interchange, Lancaster, CA** – Project Manager
- **City of Lancaster, Avenue M Interchange Improvements PS&E, Lancaster, CA** – Senior Civil Engineer
- **City of Lancaster, Lancaster Health District Construction Support, Lancaster, CA** – Project Manager
- **City of Alhambra, 710 North Arterial and I-10 Interchange Improvements at I-10/Fremont Avenue, I-10/Atlantic Boulevard, and I-10/Garfield Avenue, Alhambra, CA** – Project Manager
- **City of Lancaster, Lancaster Health District Construction Support, Lancaster, CA** – Project Manager
- **SGVCOG, San Gabriel Valley Transit Study, Irwindale, CA** – Project Engineer
- **City of Santa Clarita, Newhall Avenue Railroad Crossing Improvements Project, Santa Clarita, CA** – Project Manager
- **City of Los Angeles, Los Angeles Downtown Streetcar Independent Cost Estimate, Los Angeles, CA** – Project Engineer
- **LA Metro, County Grade Crossing and Corridor Safety Program, Los Angeles, CA** – Project Engineer
- **LA Metro, SR 138 PA&ED, Los Angeles, CA** – Project Engineer
- **City of Agoura Hills, On-Call Engineering Services, Agoura Hills, CA** – Project Engineer
- **City of Culver City, Ivy Station Transit-Oriented Development (Washington Boulevard and National Boulevard Street Off-Site and On-Site Improvements), Culver City, CA** – Project Engineer

**Jason Melchor, PE***PS&E Final Engineering QC/QA Lead***Professional Credentials**

- Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- Professional Engineer in California (#65218)
- Institute of Traffic Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

Jason has 28 years of experience in the management, design, and review of traffic engineering and complete streets projects, and has worked with clients in Orange, Riverside, Los Angeles, and San Diego counties on a multitude of traffic engineering projects. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, and signal interconnect and ITS design plans, and he has served as a key staff member on many transportation studies, traffic and civil engineering design and active transportation projects. He has also acted as in-house staff for the Cities of Irvine and Huntington Beach to review development studies and design plans. In that role, he worked directly with developers and City staff to provide comments on plan and document submittals.

Relevant Experience

- **City of Costa Mesa, Local Roadway Safety Plan (LRSP), Costa Mesa, CA** – Senior Traffic Engineer
- **City of Costa Mesa, Development of Safe Routes to School Action Plan, Costa Mesa, CA** – Senior Traffic Engineer
- **City of Anaheim, Gene Autry Way Improvements (I-5 to State College Boulevard) & State College Boulevard Improvements (West Side), Anaheim, CA** – QC/QA Manager
- **City of Anaheim, Local Road Safety Plan (LRSP), Anaheim, CA** – Project Manager
- **City of Corona, Local Roadway Safety Plan (LRSP), Corona, CA** – Project Manager
- **City of Riverside, Local Road Safety Plan, Riverside, CA** – Project Manager
- **City of Beaumont, Pennsylvania Avenue Widening, Beaumont, CA** – QC/QA Reviewer
- **City of La Quinta, Engineering Services for the Preparation of a Systemic Safety Analysis Report (SSAR), La Quinta, CA** – QC/QA Reviewer
- **Port of Long Beach, Fire Station #24 Traffic Studies and Traffic Signal Plan, Port of Long Beach, CA** – Deputy Project Manager
- **Port of Long Beach, Port Incident Management System (PIMS), Long Beach, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation Design, Newport Beach, CA** – Project Manager
- **OCTA, Crown Valley Parkway Traffic Signal Synchronization Program, Orange County, CA** – Project Engineer
- **County of Riverside, On-Call Transportation Planning, Riverside County, CA** – Project Manager
- **City of Industry, On-Call Traffic and Civil Engineering Services, Industry, CA** – Project Manager
- **City of Orange, On-Call Traffic Engineering Services, Orange, CA** – Project Manager
- **City of San Bernardino, As Needed On-Call Traffic Engineering Services, San Bernardino, CA** – Project Manager
- **City of Culver City, Ivy Station Transit-Oriented Development (Washington Boulevard and National Boulevard Street Off-Site and On-Site Improvements), Culver City, CA** – Project Engineer

**Michael Choi, PE, LEED AP***Drainage***Professional Credentials**

- Bachelor of Science, Civil Engineering Technology, Old Dominion University
- Professional Engineer in California #67851
- LEED Accredited Professional

Michael has 30 years of experience with multidisciplinary projects associated with water resources, utility infrastructures planning, roadway, transportation, land development, and civil engineering design. He has managed projects that include streetscape improvements, roadway/street design, bike lane improvements and studies, utility infrastructure design and planning, traffic control, and stormwater management. As an experienced civil engineer, Michael oversees design staff, coordinating with clients/agencies, subconsultants, and contractors from project inception to construction. Michael ensures that deliverables are coordinated with the internal team for independent quality reviews while appropriate resources are available for any cross-disciplinary reviews

Relevant Experience

- **City of Burbank, San Fernando Bikeway, Burbank, CA** – Project Manager
- **City of Los Angeles, Broadway and Manchester ATP Measure W Improvements, Los Angeles, CA**
– Project Engineer
- **City of Burbank, Chandler Bikeway Improvements, Burbank, CA** – Project Engineer
- **City of Agoura Hills, Agoura Road Widening Project, Agoura Hills, CA** – Project Manager
- **City of Lancaster, Health District Utility Infrastructure Improvements, Lancaster, CA** – Project Engineer
- **City of Culver City, Culver Boulevard Realignment and Stormwater Management Study, Culver City, CA**
– Project Manager
- **City of Santa Monica, Stormwater Best Management Practice (BMP) Pilot Study, Santa Monica, CA**
– Project Manager
- **City of Agoura Hills, On-Call General Engineering Services, Agoura Hills, CA** – Project Engineer
- **City of Lancaster, Municipal Soccer Stadium Project, Lancaster, CA** – Project Manager
- **City of Santa Monica, Ocean Park Complete Greenstreet Project, Santa Monica, CA** – Project Engineer
- **City of Glendale, Proposition 84 Green Streets Demonstration Project, Glendale, CA** – Project Engineer
- **City of Calabasas, Park Sorrento and Civic Center Way at Calabasas Road, Calabasas, CA** – Project Engineer
- **City of Calabasas, Mulholland Highway Scenic Corridor Improvements, Calabasas, CA** – Project Manager
- **City of Malibu, Civic Center Way Realignment Project, Malibu, CA** – Project Manager
- **City of Malibu, Flap Gate and Storm Drain Improvements, Malibu, CA** – Project Engineer
- **City of West Hollywood, Citywide Safety Bollard Improvements Study, West Hollywood, CA** – Project Manager
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement Project, Santa Clarita, CA** – Project Engineer
- **Sony Picture Entertainment, Campuswide Utility Improvements, Culver City, CA** – Project Manager
- **Paramount Pictures, Chilled Water Infrastructure, Hollywood - Los Angeles, CA** – Project Manager

**Patrick Wong, CPD, QSD/P, ENV SP***Water Quality/LID***Professional Credentials**

- Bachelor of Science, Urban and Regional Planning, California Polytechnic University, Pomona
- Certified Professional in Stormwater Quality in California #0854
- Qualified SWPPP Practitioner/Developer in California #22862
- Envision Sustainability Professional #20912

Patrick has served as project director on major site development projects providing site design, erosion control, SWPPP, and LID services as well as utility reports, utility design and relocation; street improvement and widening; third party approvals; and other civil tasks. He has worked on various infrastructure projects, commercial retail, and multi-story residential projects, such as the Rose Bowl Pavilion and Concourse Improvements, Expo Maintenance Light Rail Facility, and Metro Division 13 Bus Maintenance Facility. In these large complex campus-type projects, his tasks included addressing stormwater mitigation issues for pre and post construction conditions and multiple phases, researching and documenting existing utilities slated for relocation, civil and utility design, and plan approvals. His knowledge of the planning process combined with real world design and construction experience brings a wholistic design approach to meet project goals.

Relevant Experience

- **City of San Clemente, E. Avenida Cordoba Drainage Study, San Clemente, CA** – Project Manager
- **City of Pico Rivera, Phaeton Avenue Traffic Calming, Pico Rivera, CA** – Project Manager
- **City of Irvine, Main and Secure Parking Lot, Irvine, CA** – Project Quality Assurance Manager
- **City of Irvine, Great Park Parking Lot, Irvine, CA** – Project Quality Assurance Manager
- **City of Rancho Cucamonga, Almond Street Improvements Project, Rancho Cucamonga, CA** – QC/QA Manager
- **City of Artesia, Norwalk Boulevard (Design and Construction Support Services), Artesia, CA** – Project Manager
- **LA Metro, Willowbrook/Rosa Parks Station Improvement Project Design and Engineering Services, Los Angeles, CA** – Project Manager
- **LA Metro, Rail to Rail Active Transportation Corridor, Los Angeles, CA** – Project Manager*
- **LA Metro Water Conservation Study, Los Angeles County, CA** – Project Manager*
- **LA Metro Division 13 Bus Maintenance Facility, Los Angeles, CA** – Project Manager*
- **LA Metro Expo Rail Operations and Maintenance Facility, Santa Monica, CA** – Project Manager*
- **LA Metro, Division 9 & El Monte Station, Battery Electric Bus Infrastructure Project, El Monte, CA** – Civil Design Lead Manager
- **LA Metro, Division 18, Battery Electric Bus Infrastructure Project, Gardena, CA** – Civil Design Lead Manager
- **Rose Bowl Operating Company, Emergency Infrastructure Repair Improvements, Pasadena, CA** – Project Manager

**Prior to joining Kimley-Horn*



Vivian Chong, PE

Traffic Engineering, ITS, and Signal Timing

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Los Angeles
- Professional Engineer in California #95833

Vivian is a civil engineer who has led and managed projects involving signal design, fiberoptic design, signing and striping, ADA curb ramp design, and traffic control for multiple jurisdictions throughout her career at Kimley-Horn. She has a strong background in projects involved with increasing safety for pedestrians and bicyclists, delivered on multiple projects with strict schedules, and is familiar with HSIP, Active Transportation Program (ATP), and Safe Streets for All (SS4A) grant funding requirements. She has extensive experience at every step of a project such as executing site visits; producing plans specifications, and estimate packages; managing budgets; keeping the project on schedule; coordinating with various jurisdictions, subconsultants, and utility companies; and providing support during the bidding and construction phases.

Relevant Experience

- **City of Costa Mesa, [HSIP Cycle 11] Citywide Systemic Signals, Costa Mesa, CA** – Project Manager
- **City of Pico Rivera, [HSIP Cycle 11] Citywide Traffic Signal Safety Enhancements, Pico Rivera, CA** – Project Manager
- **City of Maywood, [HSIP Cycle 11] Traffic Signal Improvements at Various Signalized Intersections, Maywood, CA** – Project Manager
- **City of Cudahy, [HSIP Cycle 11] Citywide Signal Improvements, Cudahy, CA** – Project Manager
- **City of South El Monte, [HSIP Cycle 11] Systemic Safety Improvements at Signalized Intersections, South El Monte, CA** – Project Manager
- **City of Glendale, [HSIP Cycle 11] Signing and Striping Improvements, Glendale, CA** – Project Engineer
- **City of Manhattan Beach, [HSIP Cycle 11] Crosswalk Improvement Project, Manhattan Beach, CA** – Project Manager
- **City of Menifee, [HSIP Cycle 11] Citywide Traffic Signal Safety Improvement Design Services, Menifee, CA** – Project Manager
- **City of Palm Springs, [HSIP Cycle 11] Traffic Safety Enhancements at Nine Intersections, Palm Springs, CA** – Project Manager
- **County of Ventura, [HSIP Cycle 10] Systemic Countywide Signalized Intersection Improvements, Ventura County, CA** – Project Engineer
- **City of Commerce, [HSIP Cycle 10] Traffic Safety Improvements at Various Signalized Intersections, Commerce, CA** – Project Engineer
- **City of West Covina, Preliminary Engineering Phase Services for [HSIP Cycle 10] Improvements, West Covina, CA** – Project Manager
- **City of South El Monte, [HSIP Cycle 10] Traffic Signal Improvements at Lee Avenue & Garvey Avenue and Durfee Avenue & Peck Road, South El Monte, CA** – Project Manager
- **City of South El Monte, [HSIP Cycle 9] Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Project Manager

**Laura Forinash, PE, TE***Traffic Corridor Study and Safety Analysis***Professional Credentials**

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Traffic Engineer in California #TR2818
- Professional Engineer in California #93146

Laura is a professional civil and traffic engineer with 13 years of traffic operations and transportation engineering experience ranging from small design projects and task orders to large design-build environments and City Traffic Engineer roles. Her background encompasses traffic analysis, design and simulation, and transportation planning. Laura's key areas of expertise include extensive knowledge of the Manual on Uniform Traffic Control Devices (MUTCD) methodologies; active transportation design; traffic calming studies; microsimulation knowledge using VISSIM and SimTraffic, traffic impact analysis studies, traffic signal warrants, signing and striping, signal design and plan presentation, and signal timing and optimization (SYNCHRO).

Relevant Experience

- **City of Laguna Niguel, Heather Ridge Bicycle Lanes, Laguna Niguel, CA** – Project Manager
- **City of Irvine, Protected Intersections Study, Irvine, CA** – Project Engineer
- **City of Agoura Hills, Kanan Road/Agoura Road Ultimate Intersection Improvements Project, Agoura Hills, CA** – Project Manager
- **City of Malibu, Pacific Coast Highway Mobility Improvements at Various Locations, Malibu, CA** – Project Engineer
- **City of Los Angeles, Mission Mile Sepulveda Project PA&ED, Los Angeles, CA** – Project Engineer
- **City of Agoura Hills, Bicycle Master Plan, Agoura Hills, CA** – Project Manager
- **City of Lomita, Traffic Calming Toolkit, Lomita, CA** – Project Manager
- **City of La Cañada Flintridge, Traffic Circulation and Signal Operations for Foothill Boulevard and Angeles Crest Highway, La Cañada Flintridge, CA** – Project Engineer
- **City of Oxnard, Fifth Street and Rice Avenue Grade Separation Traffic Operational Analysis Report, Oxnard, CA** – Project Engineer
- **City of Oxnard, Oxnard Boulevard and Saviers Road Signal Improvements, Oxnard, CA** – Project Engineer
- **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Manager
- **City of Hawthorne, On-Call Traffic Engineering Services, Hawthorne, CA** – Project Manager
- **City of Malibu, On-Call Traffic and Civil Engineering Services, Malibu, CA** – Project Engineer
- **City of Laguna Niguel, On-Call Traffic Engineering Services, Laguna Niguel, CA** – Project Manager
- **Housing Authority of the City of San Buenaventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Ventura, CA** – Project Manager
- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Project Engineer
- **City of Agoura Hills, SB 743 Implementation, Agoura Hills, CA** – Project Engineer

**Ryan Calad, PE, TE***Signing and Striping*

Ryan has 20 years of experience and is a recognized leader in the transportation and public works field. He has served in leading roles on many transportation and public works projects and has extensive experience managing projects. He has an extensive design background and is effective at anticipating and resolving problems and issues on concurrent projects involving multidisciplinary project teams, agencies, and subconsultants

Professional Credentials

- Bachelor of Arts, Social Ecology, University of California, Irvine
- Professional Engineer in California #91422 and Arizona #63514
- Professional Traffic Engineer in California #2692
- Institute of Transportation Engineers (ITE), Member
- Intelligent Transportation Society of America (ITS America), Member
- Orange County Traffic Engineering Council (OCTEC), Past President

Relevant Experience

- **City of Fullerton, Nutwood Avenue ATP Cycle 6 Complete Streets PS&E, Fullerton, CA** – Traffic Lead/Engineer of Record
- **City of Laguna Niguel, Alicia Parkway TSSP Project, Laguna Niguel, CA** – Project Manager
- **City of Inglewood, Downtown Intelligent Transportation System Project, Inglewood, CA** – Project Manager*
- **City of Inglewood, ITS Master Plan Phase VI Design Improvements, Inglewood, CA** – Project Manager*
- **City of Culver City, Culver Boulevard Class IV Bike Lane Gap Closure, Culver City, CA** – Project Manager*
- **City of Irvine, Citywide Fiber Optic Inventory and Assessment Master Plan, Irvine, CA** – Project Manager*
- **City of Irvine, Culver Drive/Bonita Canyon Drive/Ford Road Traffic Signal Synchronization Plan (TSSP), Irvine/Newport Beach, CA** – Engineer of Record/Design Task Manager
- **City of South Pasadena, Fair Oaks Avenue HSIP/Metro ATMS Improvement Project, South Pasadena, CA** – Project Manager*
- **City of Santa Ana, Warner Avenue Phase 2A Widening Complete Street PS&E, Santa Ana, CA** – Traffic Engineer of Record/Task Manager
- **City of Santa Ana, Warner Avenue Phase 2B Widening Complete Street PS&E, Santa Ana, CA** – Traffic Engineer of Record/Task Manager
- **City of Santa Monica, Traffic Signal System Inventory and Assessment Master Plan, Santa Monica, CA** – Project Manager*
- **City of Santa Monica, Wilshire Boulevard/3rd Street and Wilshire Boulevard/4th Street Traffic Signal Modification Plans, Santa Monica, CA** – Project Manager*
- **City of Santa Monica, Ocean Avenue and Colorado Avenue Traffic Signal Modification, Santa Monica, CA** – Project Manager*
- **City of Santa Monica, Signal Synchronization, Santa Monica, CA** – Project Manager*
- **City of Inglewood, Arbor Vitae Street, La Cienega Boulevard, and Florence Avenue Traffic Signal Synchronization Project, Inglewood, CA** – Project Manager*
- **City of Long Beach, Studebaker Road Complete Streets/ITS Project, Long Beach, CA** – Task Manager*

*Prior to joining Kimley-Horn

**Tatiana Lundstrom, PE, RSP₁***Community Engagement***Professional Credentials**

- Bachelor of Science, Civil Engineering, Clemson University
- Bachelor of Arts, Modern Languages, Clemson University
- Professional Engineer in California #95416
- Road Safety Professional #1559

Tatiana has nearly 10 years of experience working on a variety of transportation projects, bringing expertise in both design and public outreach. As a designer, she has contributed to projects involving bicycle and pedestrian facilities, intersections, signing and pavement marking, roundabouts, and other safety improvements. In her roles as an outreach coordinator, she has led school walk audits, safe school outreach initiatives, public project workshops, community event canvassing, and the scheduling, planning, and coordination of ATPs and Transportation Safety Action Plans. Conversant in Mandarin Chinese, in addition to English, Tatiana’s multilingual skills allow her to engage effectively with diverse communities, making outreach efforts more inclusive and accessible. Her strong written and verbal communication skills, combined with her ambition, passion for the industry, and drive to develop creative solutions, have enabled her to deliver high-quality work efficiently and effectively.

Relevant Experience

- **City of Costa Mesa, Development of Safe Routes to School Action Plan, Costa Mesa, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of Bakersfield, Active Transportation Plan, Bakersfield, CA** – Outreach and Engagement Lead
- **City of Riverside, Vision Zero Plan, Riverside, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of Bakersfield, Old Town Kern Core Area Vision Plan, Downtown Bakersfield, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of Santa Clara, Vision Zero Plan, Santa Clara, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of Hollister, Vision Zero Plan, Hollister, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of Ontario, SS4A SAP, Ontario, CA** – Deputy Project Manager, Outreach and Engagement Lead
- **City of San Marcos, Active Transportation Plan, San Marcos, CA** – Engagement Lead
- **Caltrans, Statewide Vulnerable Road Users Safety Assessment, Statewide, CA** – Deputy Project Manager and Stakeholder Coordinator
- **City of Moreno Valley, Pedestrian Access Plan, Moreno Valley, CA** – Outreach and Engagement Lead
- **Caltrans, SHSP Update and Implementation, Statewide, CA** – Deputy Project Manager and Stakeholder Coordinator
- **City of Morro Bay, Local Roadway Safety Plan (LRSP), Morro Bay, CA** – Project Engineer
- **Jamul Indian Village, SR 94 Improvements, National Environmental Policy Act (NEPA), Environmental Impact Report (EIR), Project Approval/Environmental Document (PA/ED), and PS&E, Jamul, CA** – Deputy Project Manager
- **Caltrans, State Route (SR) 78 Asset Management Plans, Specifications, and Estimates (PS&E), San Marcos, CA** – Deputy Project Manager



Keith LeNoue

Environmental, Grant Support, and Funding Management



Professional Credentials

- Master of Business Administration, Azusa Pacific University
- Bachelor of Arts, Business Management, Azusa Pacific University

Keith assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. He is experienced in issues impacting City governments and has developing expertise in contract administration. His responsibilities have included interfacing with federal, state and local agencies to define, develop, and manage project scopes, schedules, cooperative agreements and overall project management to confirm that projects are delivered on time and on schedule. Keith manages the preparation of documents in accordance with the Local Assistance Procedures Manual for federally funded projects.

Relevant Experience

- **City of Costa Mesa, Upgrades at 129 Signalized Intersections HSIP Cycle 11, Costa Mesa, CA** – Program Manager
- **City of Alhambra, HSIP Cycle 9 Improvements, Alhambra, CA** – Program Manager
- **City of Bell Gardens, HSIP Cycle 8 Various Locations Left Turn Phasing, Bell Gardens, CA** – Program Manager
- **City of Carson, Intersection Improvements, HSIP Cycle 7, Carson, CA** – Program Manager
- **City of Commerce, Traffic Signal System Upgrade HSIP Cycle 7, Commerce, CA** – Program Manager
- **City of Commerce, HSIP Cycle 8 Improvements, Commerce, CA** – Program Manager
- **City of Cudahy, Highway Safety Improvement Program HSIP Cycle 7, Cudahy, CA** – Program Manager
- **City of La Cañada Flintridge, HSIP Cycle 9 Foothill Blvd Traffic Signal Improvement, La Cañada Flintridge, CA** – Program Manager
- **City of La Habra, Guardrail Project HSIP Cycle 10, La Habra, CA** – Program Manager
- **City of Lynwood, MLK Jr. Boulevard Improvement HSIP, Lynwood, CA** – Program Manager
- **City of Lynwood, Atlantic & Carlin HSIP Cycle 9, Lynwood, CA** – Program Manager
- **City of Lynwood, Atlantic & Imperial Highway HSIP Cycle 9, Lynwood, CA** – Program Manager
- **City of Lynwood, MLK & Alameda HSIP Cycle 9, Lynwood, CA** – Program Manager
- **City of Manhattan Beach, Intersections Improvement Project, HSIP 17, Manhattan Beach, CA** – Program Manager
- **City of Manhattan Beach, HSIP Federal Safe Routes to School, Manhattan Beach, CA** – Program Manager
- **City of Montebello, HSIP Various Intersection Improvements, Montebello, CA** – Program Manager
- **City of Monterey Park, Traffic Singal Upgrades, HSIP Cycle 7, Monterey Park, CA** – Program Manager
- **City of Monterey Park, Traffic Singal Improvements along Garfield Ave HSIP Cycle 9, Monterey Park, CA** – Program Manager
- **City of Norwalk, Pioneer 166th & Lakeland HSIP Cycle 8, Norwalk, CA** – Program Manager
- **City of Norwalk, Alondra Piuma & Shoemaker HSIP Cycle 8, Norwalk, CA** – Program Manager



Rock Miller, CE, TE, PTOE

ATP Advisor

**ROCK E.
MILLER**

Professional Credentials

- Master of Science, Civil Engineering, UC Davis
- Bachelor of Science, Civil Engineering, UC Davis
- Professional Traffic Engineer in California #1139
- Institute of Transportation Engineers (ITE), International President, 2012

Rock has 47 years of experience in traffic engineering and transportation planning. Specifically, he has a strong background in traffic operations, traffic signal timing, traffic signal design, traffic safety, active transportation, and many related disciplines. He has resided in Orange County for his entire career, but he has provided consultant services throughout the US and Western Canada. He served as City Traffic Engineer for Costa Mesa in the 1980's and has participated in many projects within the City since. Rock is widely known for his work in active transportation with a focus upon conceptual design and implementation. Rock spends approximately 40% of his time consulting on safety matters that may result in litigation, mostly on behalf of public agencies and their representatives. He spends about 25% of his time on traffic engineering projects, focusing on his interest areas, serving pedestrians and bicyclists. His remaining time is spent on non-profit work for ITE, Transportation Research Board, the National Committee on Uniform Traffic Control Devices, and Caltrans Safety Initiatives.

Relevant Experience

- **Herondo Street/Harbor Drive Gateway Park and Cycle Track, Redondo Beach, CA** – Lead Designer
- **Cities of Palm Springs and Palm Desert, CV Link Multi-Purpose Trail, Coachella Valley, CA** – Concept Designs and Traffic Signals on Public Streets
- **Class IV Bikeway Connections and Extensions, Santa Monica, CA** – Concept Designs and PSE Q/C
- **Centre City Cycle Tracks, Calgary, Alberta** – Concept Design, Outreach for Concept Approval, Design Oversight
- **SCAG, OC Loop Feasibility Study, Orange County, CA** – Project Manager
- **OCTA, Traffic Signal Synchronization Master Plan 2020, Orange County, CA** – Special Advisor
- **National Committee on Uniform Traffic Control Devices (NCUTCD), Nationwide** – Voting Member/Vice Chair Bicycle Transportation Committee
- **Transportation Research Board, Bicycle Research Committee** – Member 2014-2023, Paper Review Coordinator
- **Crosswalk Safety Studies, Santa Ana, CA** – Project Manager
- **City of Monterey Park, Traffic Signal Upgrades, HSIP Cycle 7, Monterey Park, CA** – Program Manager
- **City of Monterey Park, Traffic Signal Improvements along Garfield Ave HSIP Cycle 9, Monterey Park, CA** – Program Manager



Jessica Harleaux

Community Outreach



Professional Credentials

- Master of Urban Planning, Social & Community Planning Concentration, University of Southern California,
- Bachelor of Arts, Psychology, Sociology Minor, University of Baltimore
- Governor's Office of Land Use and Climate Innovation – Visioning and Community Engagement Advisory Group Member
- USC Trojan Women's Network, Chair Emeritus

With 20 years of professional experience in the fields of real estate, housing, community development, and planning, Jessica has worked with clients on a wide variety of projects throughout Southern California. She has a diverse background focused on public policy, urban planning, civic engagement, and community development in international and domestic settings, working alongside both small jurisdictions and regional agencies. Jessica specializes in strategic partnerships and equitable engagement. Jessica has an extensive background working with a range of CBOs and continues to provide her expertise on projects to create strategic and effective engagement strategies that reach historically underrepresented communities. Additionally, Jessica continues to build this expertise by working with agencies to implement CBO partnerships for multiple projects and by contributing to multijurisdictional projects. Jessica is a leader of Arellano Associates' Justice, Equity, Diversity, and Inclusion (JEDI) team, leading internal company-wide trainings and serves as an equity advisor to any projects in need of support. As a Project Manager, she demonstrates expertise in client relations, budget management, and strategy development. Jessica has moderate proficiencies in Romanian and Spanish, allowing her to effectively communicate with the diverse communities throughout southern California.

Relevant Experience

- **City of Riverside, Main Street Complete Streets Project, Riverside, CA** – Community Outreach
- **County of Orange, County of Orange General Plan Update (OC GPU), Orange County, CA**
– Community Outreach
- **City of Palmdale Sustainable Transportation Plan, Palmdale, CA** – Community Outreach
- **Los Angeles Department of Transportation (LADOT), Westside Mobility, West Los Angeles, CA**
– Community Outreach
- **City of Culver City, MOVE Quick Build Mobility Lane Corridor 2, Culver City, CA** – Community Outreach
- **Coachella Valley Association of Governments (CVAG), Arts & Music Line (AML), Coachella Valley, CA**
– Community Outreach



Jennifer Velazquez

Community Outreach



Professional Credentials

- Master of Urban & Regional Planning, University of California, Irvine
- Bachelor of Arts, Urban Studies, University of California, Irvine

Jennifer is a dynamic senior project coordinator who works on a variety of public planning, housing, and transportation related projects. Jennifer provides support for a wide range of public outreach services which include marketing, social media organization, collateral materials and message development, public event planning, coordination and implementation, stakeholder analysis, documentation of outreach activities, and virtual meeting administration and facilitation. She is experienced in utilizing technology tools and social media outlets to fulfill outreach plans and maximize public engagement and participation. Jennifer is experienced in strategically partnering with community-based organizations (CBOs) to serve as community experts on various projects and implement outreach tactics that are equitable and reach marginalized groups. She is committed to fulfilling her passion about environmental justice issues and building a bridge between communities and municipalities. Jennifer is bilingual, allowing her to communicate with Spanish speaking communities and draft bilingual public outreach materials and surveys. Jennifer is proficient in Google Suite, Microsoft Office Suite, Adobe Creative Suite, ArcGIS, Constant Contact, and digital engagement platforms such as Miro Board, Survey Monkey, Typeform, and Mentimeter.

Relevant Experience

- **County of Orange, County of Orange General Plan Update (OC GPU), Orange County, CA**
– Community Outreach
- **Orange County Transportation Authority (OCTA), OC Transportation Demand Management (TDM), Orange County, CA** – Community Outreach
- **OCTA, OC Streetcar/Fixed Guideway Orange County, CA** – Community Outreach
- **Los Angeles Department of Transportation (LADOT), Westside Mobility, Los Angeles, CA**
– Community Outreach
- **Los Angeles County Department of Public Works (LADPW), Los Angeles County Bicycle Master Plan, Los Angeles County, CA** – Community Outreach
- **Coachella Valley Association of Governments (CVAG) CV Link Community Connectors (CVLCC), Coachella Valley, CA** – Community Outreach

COST PROPOSAL

Per the City’s RFP, the cost proposal for this project is included as a separate sealed file.

DISCLOSURE

Kimley-Horn does not have any past or current business or personal relationships with any current Costa Mesa elected/appointed officials, City employees, or family members of any current Costa Mesa officials/employees.

SAMPLE PROFESSIONAL SERVICE AGREEMENT

Kimley-Horn has reviewed the sample Professional Services Agreement and would like to discuss the following modifications with the City.

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 shall comply~~ 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.

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, ~~at Consultant’s sole expense~~, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees ~~to the extent arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, 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 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 ~~or~~ active negligence or willful misconduct of the City. 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.

CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL

Per the City’s RFP, we have included the following forms at the end of our proposal:

- | | |
|--|--|
| 1. Vendor Application Form | 4. Disclosure of Government Positions |
| 2. Company Profile & References | 5. Disqualifications Questionnaire |
| 3. Ex Parte Communications Certificate | 6. Bidder/Applicant/Contractor Campaign Contribution |

EXHIBIT C
FEE SCHEDULE

CITY OF COSTA MESA
Fair Drive Circulation Improvements
Project No. CML-5312(112)

		Kimley-Horn Team - Lump Sum Fee Estimate											TOTAL PROJECT HOURS	TOTAL PROJECT COSTS		
		Kimley-Horn Total Hours	Kimley-Horn Total Cost	Arellano Total Hours	Arellano Total Costs	Avant Garde Total Hours	Avant Garde Total Costs	Calvada Surveying Total Costs	Rock E. Miller Total Hours	Rock E. Miller Total Costs	Twining Total Hours	Twining Total Costs				
Phase 1	Topographic Survey, Utility Research & Project Data Collection	329	\$ 69,964.04			18	\$ 2,356.87	\$ 58,050.00	4	\$ 1,161.60			351	\$ 131,532.52		
1.1	Project Coordination and Management	24	\$ 5,892.86			6	\$ 588.06						30	\$ 6,480.92		
1.2	Project Meetings	65	\$ 17,246.65			12	\$ 1,768.81		4	\$ 1,161.60			81	\$ 20,177.06		
1.3	Data Collection	24	\$ 4,853.54										24	\$ 4,853.54		
1.4	Field Visit	66	\$ 12,553.01										66	\$ 12,553.01		
1.5	Topographic Survey and Right-of-Way Mapping	36	\$ 7,808.46					\$ 58,050.00					36	\$ 65,858.46		
1.6	Utility Research and Mapping	114	\$ 21,609.51										114	\$ 21,609.51		
Phase 2	Conceptual Plans	238	\$ 46,744.12						30	\$ 8,712.00			268	\$ 55,456.12		
2.1	Conceptual Plans	238	\$ 46,744.12						30	\$ 8,712.00			268	\$ 55,456.12		
Phase 3	Alternatives Identification, Analysis, and Evaluation	236	\$ 44,556.62						2	\$ 580.80			238	\$ 45,137.42		
3.1	Traffic Analysis	70	\$ 13,723.65										70	\$ 13,723.65		
3.2	Intersection Control Assessment for Fair and Fordham	46	\$ 8,651.32						2	\$ 580.80			48	\$ 9,232.12		
3.3	Concept Plan Updates	78	\$ 15,141.38										78	\$ 15,141.38		
3.4	3D Renderings of Project Elements (Two Locations)	42	\$ 7,040.26										42	\$ 7,040.26		
Phase 4	Community Engagement	174	\$ 40,320.44	539	\$ 63,114.54								713	\$ 103,434.97		
4.0	Community Engagement Coordination		\$ -	32	\$ 5,305.07								32	\$ 5,305.07		
4.1	Community Engagement Plan & Stakeholder Database	8	\$ 1,875.13	67	\$ 7,464.05								75	\$ 9,339.19		
4.2	Outreach Notification (up to 2 rounds)	16	\$ 3,839.42	182	\$ 21,009.15								198	\$ 24,848.57		
4.3	Community Workshops (up to 3 in-person meetings)	84	\$ 19,368.75	224	\$ 25,345.58								308	\$ 44,714.34		
4.4	Stakeholder Meetings (up to 4 meetings)	26	\$ 7,166.88	34	\$ 3,990.68								60	\$ 11,157.56		
4.5	Active Transportation Committee (ATC) Meetings (up to 2)	10	\$ 2,256.95										10	\$ 2,256.95		
4.6	City Council Meeting Presentation (1 meeting)	14	\$ 2,751.48										14	\$ 2,751.48		
4.7	Project Survey and Map	16	\$ 3,061.82										16	\$ 3,061.82		
Phase 5	Preliminary Design	344	\$ 67,113.36						12	\$ 3,484.80			356	\$ 70,598.16		
5.1	Preliminary Concept Design Plan (30%)	330	\$ 63,451.86						8	\$ 2,323.20			338	\$ 65,775.06		
5.2	Field Walk	14	\$ 3,661.50						4	\$ 1,161.60			18	\$ 4,823.10		
Phase 6	Environmental Approval	14	\$ 3,262.78			18	\$ 2,060.53						32	\$ 5,323.31		
6.1	Prepare Environmental Clearance and file for NOE	14	\$ 3,262.78			18	\$ 2,060.53						32	\$ 5,323.31		
Phase 7	Design Plans, Specifications, and Estimates (PS&E)	1,724	\$ 348,615.50			62	\$ 10,955.62		12	\$ 3,484.80	56	\$ 13,583.89	1,854	\$ 376,639.82		
7.1	60% Design Package	772	\$ 153,663.64						8	\$ 2,323.20			780	\$ 155,986.84		
7.2	90% Design Package	516	\$ 102,707.13						4	\$ 1,161.60			520	\$ 103,868.73		
7.3	100% Design Package	245	\$ 48,695.13										245	\$ 48,695.13		
7.4	100% Final Design Package	93	\$ 18,973.10										93	\$ 18,973.10		
7.5	Geotechnical/Soils Assessment Report	12	\$ 3,282.43								56	\$ 13,583.89	68	\$ 16,866.32		
7.6	Hydrology Analysis & Memorandum	66	\$ 16,754.60										66	\$ 16,754.60		
7.7	Right of Way Cert & Construction RFA	20	\$ 4,539.48			62	\$ 10,955.62						82	\$ 15,495.10		
Phase 8	Quality Assurance/Quality Control (QA/QC)	92	\$ 33,052.00										92	\$ 33,052.00		
8.1	Quality Assurance/Quality Control (QA/QC)	92	\$ 33,052.00										92	\$ 33,052.00		
	TOTAL HOURS	3,151		539		98			60		56		3,904			
	Subtotal Labor:		\$ 653,628.86		\$ 63,114.54		\$ 15,373.02	\$ 58,050.00		\$ 17,424.00		\$ 13,583.89		\$ 821,174.31		
	Other Direct Costs				\$ 9,625.69							\$ 32,200.00		\$ 41,825.69		
	Twining - Expenses											\$ 5,600.00		\$ 5,600.00		
	Twining - ADL Study											\$ 26,600.00		\$ 26,600.00		
	Arellano - Mileage/Parking (up to 2 AA staff at up to 5 in-person events)				\$ 800.00									\$ 800.00		
	Arellano - Digital Engagement Tools/Paid Advertising				\$ 400.00									\$ 400.00		
	Arellano - Direct Mailers (up to 4,000 properties; one round of distributions)				\$ 4,125.69									\$ 4,125.69		
	Arellano - Printing (up to 12, 36x48" boards; up to 30 evergreen lawn signs; up to 6 evergreen banners; up to 200 fact sheets; up to 250 flyers total)				\$ 3,700.00									\$ 3,700.00		
	Arellano - Outreach Supplies/Refreshments/Incentives. Supplies and refreshments for up to 3 community workshops; incentives for up to 2 rounds				\$ 600.00									\$ 600.00		
	TOTAL COST:		\$ 653,628.86		\$ 72,740.23		\$ 15,373.02	\$ 58,050.00		\$ 17,424.00		\$ 45,783.89		\$ 863,000.00		

COST PROPOSAL 1
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 Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. CML-5312(112)

Contract No. _____

Date 9/10/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Matt Stewart	317	\$75.24	\$ 23,851.08
Principal-in-Charge	Sri Chakravarthy	26	\$116.78	\$ 3,036.28
QC/QA	Sarmad Farjo	50	\$128.14	\$ 6,407.00
Sr. Professional III		42	\$109.27	\$ 4,589.34
Sr. Professional II		138	\$91.98	\$ 12,693.24
Sr. Professional I		350	\$83.82	\$ 29,337.00
Professional		752	\$60.04	\$ 45,150.08
Analyst		1306	\$53.44	\$ 69,792.64
Technical Support		148	\$30.00	\$ 4,440.00
Project Support		22	\$45.27	\$ 995.94

LABOR COSTSa) Subtotal Direct Labor Costs \$ 200,292.60b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ -c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 200,292.60****INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)e) Total Fringe Benefits [(c) x (d)] \$ -f) FCCM** (Rate: 0.88%)g) FCCM [(c) x (f)] \$ 1,762.57h) Overhead (Rate: 195.87%)i) Overhead [(c) x (h)] \$ 392,313.12j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 394,075.69****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]** **\$ 59,260.57****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Calvada Surveying			\$0.00	\$ 58,050.00
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ 58,050.00****m) SUBCONSULTANTS' COSTS**

Subconsultant 1:	Advanced Avant Garde, Inc.	\$ 15,373.02
Subconsultant 2:	Arellano Associates, Inc.	\$ 72,740.23
Subconsultant 3:	Twining, Inc.	\$ 45,783.89
Subconsultant 4:	Rock E. Miller & Associates	\$ 17,424.00

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 151,321.14**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 209,371.14****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 863,000.00**

**Kimley-Horn's ICR contains FCCM of 1.10%. Fee is not charged on the FCCM portion of the ICR.

COST PROPOSAL 1

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

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 200,292.60	3151	= \$63.56	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$63.56	+ 5%	=	\$66.74	Year 2 Avg Hourly Rate
Year 2	\$66.74	+ 5%	=	\$70.08	Year 3 Avg Hourly Rate
Year 3	\$70.08	+ 5%	=	\$73.58	Year 4 Avg Hourly Rate
Year 4	\$73.58	+ 5%	=	\$77.26	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1	100.00%	* 3151	= 3151	Estimated Hours Year 1
Year 2	0.00%	* 3151	= 0	Estimated Hours Year 2
Year 3	0.00%	* 3151	= 0	Estimated Hours Year 3
Year 4	0.00%	* 3151	= 0	Estimated Hours Year 4
Year 5	0.00%	* 3151	= 0	Estimated Hours Year 5
Total	100%	Total	= 3151	

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1	\$63.56	* 3151	= \$200,292.60	Estimated Hours Year 1
Year 2	\$66.74	* 0	= \$0.00	Estimated Hours Year 2
Year 3	\$70.08	* 0	= \$0.00	Estimated Hours Year 3
Year 4	\$73.58	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$77.26	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$200,292.60	
Direct Labor Subtotal before escalation			= \$200,292.60	
Estimated total of Direct Labor Salary Increase			= \$0.00	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

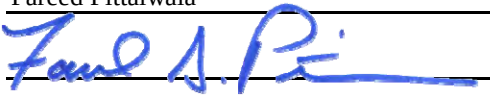
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

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
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

Prime Consultant or Subconsultant Certifying:

Name: Fareed Pittalwala Title*: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 8/20/2026
 Email: fareed.pittalwala@kimley-horn.com Phone Number: 916-571-1017
 Address: 555 Capital Mall, Suite 300, Sacramento, CA, 95814

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

List services the consultant is providing under the proposed contract:

Engineering Services



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: Kimley-Horn and Associates, Inc.

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: _____ Or

Home Office Rate: 195.87 and Field Office Rate (if applicable): 175.19

Facilities Capital Cost of Money (if applicable): 0.88

Fiscal Period:* 01/01/2025 - 12/31/2025

* 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 406,420,412.00 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 50
- 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:** Tammy Flanagan

Title:** Chief Financial Officer

Signature: 

Date: 05/27/2026

Phone:** (919) 677-2016

Email:** tammy.flanagan@kimley-horn.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.

COST PROPOSAL 1
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 Subconsultant

Consultant Arellano Associates, IncProject No. CML-5312(112)

Contract No. _____

Date 9/10/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	Jessica Harleaux	41	\$80.00	\$ 3,280.00
Sr. Project Coordinator	Jennifer Velazquez	182	\$52.50	\$ 9,555.00
Creative Lead	Kyle Santiago	25	\$59.00	\$ 1,475.00
Project Coordinator	Noah Kim	291	\$33.00	\$ 9,603.00
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 23,913.00

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 23,913.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 139.94%)

g) Overhead [(c) x (f)] \$ 33,463.85

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 33,463.85**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10% \$ 5,737.69****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage/Parking (up to 2 AA staff at up to 5 in-person events)	1052.63	1	\$0.76	\$ 800.00
Digital Engagement Tools/Paid Advertising	1	1	\$400.00	\$ 400.00
Direct Mailers (up to 4,000 properties; one round of distributions)				\$ 4,125.69
Printing (up to 12, 36x48" boards; up to 30 evergreen lawn signs; up to 6 evergreen banners; up to 200 fact sheets; up to 250 flyers total)				\$ 3,700.00
Outreach Supplies/Refreshments/Incentives (up to 2 rounds)	2	1	\$300.00	\$ 600.00

l) TOTAL OTHER DIRECT COSTS \$ 9,625.69**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 9,625.69****TOTAL COST [(c) + (j) + (k) + (n)] \$ 72,740.23**

COST PROPOSAL 1

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

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 23,913.00	/	539	=	\$44.37	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.37	+	5%	=	\$46.58	Year 2 Avg Hourly
Year 2	\$46.58	+	5%	=	\$48.91	Year 3 Avg Hourly
Year 3	\$48.91	+	5%	=	\$51.36	Year 4 Avg Hourly Rate
Year 4	\$51.36	+	5%	=	\$53.93	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	539	=	539	Estimated Hours Year 1
Year 2	0.00%	*	539	=	0	Estimated Hours Year 2
Year 3	0.00%	*	539	=	0	Estimated Hours Year 3
Year 4	0.00%	*	539	=	0	Estimated Hours Year 4
Year 5	0.00%	*	539	=	0	Estimated Hours Year 5
Total	100%		Total	=	539	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$44.37	*	539	=	\$23,913.00	Estimated Hours Year 1
Year 2	\$46.58	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.91	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$51.36	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.93	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$23,913.00	
Direct Labor Subtotal before escalation				=	\$23,913.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

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, 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
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:	<u>Genoveva L. Arellano</u>	Title*:	<u>President & CEO</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>9/10/2026</u>
Email:	<u>Garellano@arellanoassociates.com</u>	Phone Number:	<u>(909) 627-2974</u>
Address:	<u>5851 Pine Avenue, Suite A, Chino Hills, CA 91709</u>		

*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:

Public outreach, communications, stakeholder engagement



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: Arellano Associates, Inc.

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: 139.94 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 1/1/2024 - 12/31/2024

* 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 7,000,000.00 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 15
- 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:** Genoveva L. Arellano

Title:** President & CEO

Signature: 

Date: 08/24/2026

Phone:** (909) 627-2974

Email:** GArellano@arellanoassociates.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.

COST PROPOSAL 1
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 Subconsultant

Consultant Advanced Avant Garde Inc.Project No. CML-5312(112)

Contract No. _____

Date 8/20/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Director	Lisette Montoya	2	\$150.82	\$ 301.64
Program Manager	Nadine El Sankari	24	\$75.00	\$ 1,800.00
Program Manager	Keith LeNoue	42	\$49.63	\$ 2,084.46
Program Coordinator	Alyssa Maldonado	30	\$33.00	\$ 990.00
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,176.10

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 5,176.10**INDIRECT COSTS**d) Fringe Benefits (Rate: 79.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 4,089.12

f) Overhead (Rate: 91.00%)

g) Overhead [(c) x (f)] \$ 4,710.25

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 8,799.37**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 1,397.55****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

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

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -****TOTAL COST [(c) + (j) + (k) + (n)] \$ 15,373.02**

COST PROPOSAL 1

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

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 5,176.10	/	98	=	\$52.82	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$52.82	+	5%	=	\$55.46	Year 2 Avg Hourly
Year 2	\$55.46	+	5%	=	\$58.23	Year 3 Avg Hourly
Year 3	\$58.23	+	5%	=	\$61.14	Year 4 Avg Hourly Rate
Year 4	\$61.14	+	5%	=	\$64.20	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	98	=	98	Estimated Hours Year 1
Year 2	0.00%	*	98	=	0	Estimated Hours Year 2
Year 3	0.00%	*	98	=	0	Estimated Hours Year 3
Year 4	0.00%	*	98	=	0	Estimated Hours Year 4
Year 5	0.00%	*	98	=	0	Estimated Hours Year 5
Total	100%		Total	=	98	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$52.82	*	98	=	\$5,176.10	Estimated Hours Year 1
Year 2	\$55.46	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$58.23	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.14	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$64.20	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$5,176.10	
Direct Labor Subtotal before escalation				=	\$5,176.10	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

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, 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
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

Prime Consultant or Subconsultant Certifying:

Name: Ana Marie LeNoue Title*: President/CEO

Signature: ana Marie LeNoue Date of Certification (mm/dd/yyyy): 8/20/2026

Email: alenoue@agi.com.co Phone Number: (909) 895-7146

Address: 807 S Lemon Ave., Diamond Bar, CA 91789

*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:

Funding Adminsitration Services



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)

Advanced Avant Garde, Inc.

Consultant's Full Legal Name: _____

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: 170.00 Or

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

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2025-12/31/2025

* 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 24,923.94 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 20
- 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 ☐

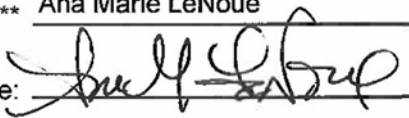
CPA ICR Audit ☒

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:** Ana Marie LeNoue

Title:** President/CEO

Signature: 

Date: 07/06/2026

Phone:** (909) 895-7146

Email:** alenoue@agi.com.co

****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.

COST PROPOSAL 1
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 Subconsultant

Consultant Rock E. Miller & AssociatesProject No. CML-5312(112)

Contract No. _____

Date 9/10/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Firm Principal	Rock Miller	60	\$120.00	\$ 7,200.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 7,200.00

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ -

c) **Total Direct Labor Costs [(a) + (b)]** **\$ 7,200.00****INDIRECT COSTS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 120.00%)

g) Overhead [(c) x (f)] \$ 8,640.00

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)]** **\$ 8,640.00****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** **\$ 1,584.00****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

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

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 17,424.00**

COST PROPOSAL 1

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

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 7,200.00	/ 60	= \$120.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$120.00	+	5%	=	\$126.00	Year 2 Avg Hourly
Year 2	\$126.00	+	5%	=	\$132.30	Year 3 Avg Hourly
Year 3	\$132.30	+	5%	=	\$138.92	Year 4 Avg Hourly Rate
Year 4	\$138.92	+	5%	=	\$145.86	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	60	=	60	Estimated Hours Year 1
Year 2	0.00%	*	60	=	0	Estimated Hours Year 2
Year 3	0.00%	*	60	=	0	Estimated Hours Year 3
Year 4	0.00%	*	60	=	0	Estimated Hours Year 4
Year 5	0.00%	*	60	=	0	Estimated Hours Year 5
Total	100%		Total	=	60	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$120.00	*	60	=	\$7,200.00	Estimated Hours Year 1
Year 2	\$126.00	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$132.30	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$138.92	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$145.86	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$7,200.00	
Direct Labor Subtotal before escalation				=	\$7,200.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

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, 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
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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Rock Miller</u>	Title*:	<u>Firm Principal</u>
Signature:		Date of Certification (mm/dd/yyyy)	<u>09/10/2026</u>
Email:	<u>rock@rockemiller.com</u>	Phone Number:	<u>714-743-1415</u>
Address:	<u>5731 E. West View Dr, Orange CA 92869</u>		

*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:

Phase I: Participate in kick off meeting with the City and provide insight. Phase II: Participate in preliminary Engineering, development of concept Plans, assistance in intersection treatments at Fairview Rd. and at Harbor Bl. Assistance in preliminary engineering for roundabout at Fordham per RFP. Phase III: Participate in qualitative assessment of intersection treatments, including potential use of bicycle signals and connections to the existing Class I facilities at Harbor Boulevard and Fairview Road and traffic signals along the Fairgrounds frontage. Phase IV: Attend City Council Meeting and two ATC meetings, and available to meet for up to 4 additional meetings in person. Phase V: Advise on preparation of 30% drawings by reviewing progress drawings with design team. Assist in review and response to submittal of 30% drawings. Phase VI: Provide hours to review preliminary traffic analysis and response to traffic and bikeway engineering comments. Phase VII: Advise on preparation of 60%, 90%, 100%, and final drawings by reviewing progress drawings with design

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Rock E. Miller & Associates

Local Agency (if applicable) City of Costa Mesa

Contract Number / Federal Project Number CML-5312(112)

Contract Total \$ 17,424

For Subconsultant Firms – estimated % of work to be performed <5% %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Rock Miller

Signature 
(Electronic Signature Allowed)

Title Firm Principal

Date Completed 7/6/2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Rock E. Miller & Associates

Firm Headquarters Address 5731 E. West View Dr, Orange CA 92869

Accounting Records

- Location where Accounting records are held 250 El Camino Real, Tustin CA
- Name and Title Rock Miller, Firm Principal
- Email and Phone rock@rockemiller.com
- Mailing Address 5731 E. West View Dr, Orange CA 92869

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ☐ No ☒

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ☐ No ☒

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation ☒

Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ☒ Program Management ☐

Preliminary Engineering ☒ Design Engineering ☐

Surveying ☐ Feasibility Studies ☐

Mapping or Architectural Related Services ☐ Other _____

3. Does the Firm have prior government contracting experience? Yes ☒ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ☒ No ☐ Non-Labor Yes ☒ No ☐

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes ☒ No ☐

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes ☒ No ☐

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes ☒ No ☐

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes	<u>x</u>	No	<u> </u>	Overtime	Yes	<u>x</u>	No	<u> </u>
Billing	Yes	<u>x</u>	No	<u> </u>	Direct/Indirect Expenses	Yes	<u>x</u>	No	<u> </u>
Timesheet Preparation	Yes	<u>x</u>	No	<u> </u>	Prevailing Wage	Yes	<u>x</u>	No	<u> </u>
Bonus	Yes	<u> </u>	No	<u>x</u>					

9. What types of employee status will the Firm provide for this contract?

Non-exempt ____ Exempt-salaried x Exempt-hourly ____ Contract Employee ____

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes _____ No x

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____x
Computer/CADD	_____	Lab	_____
Printing	_____x	Travel	_____x
Specialty Equipment (List below)	_____	Other (List below)	_____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation yes

Where is the vehicle stored after work? Home Office

Does employee use vehicle for personal use? Yes yes <15% No

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ 0.725 per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name	Rock Miller
Signature (Electronic Signature Allowed)	
Title	Firm Principal
Date Completed	7/7/2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

COST PROPOSAL 1
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 Subconsultant

Consultant Twining Inc.Project No. CML-5312(112)

Contract No. _____

Date 9/10/2026**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Engineer	Amir Ghavibazoo *	32	\$93.49	\$ 2,991.68
Registered Geotechnical Engineer	Paul Soltis *	16	\$111.56	\$ 1,784.96
Group 3 (Non exempt)	Group 3 Inspector	8	\$67.96	\$ 543.68
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,320.32

b) Anticipated Salary Increases

(see Anticipated Salary Increases page for calculations)

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 5,320.32**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 74.17%)

e) Total Fringe Benefits [(c) x (d)] \$ 3,946.08

f) Overhead

(Rate: 57.94%)

g) Overhead [(c) x (f)] \$ 3,082.59

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 7,028.67**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 1,234.90****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Testing	1	1	\$2,600.00	\$ 2,600.00
ADL Soil Sampling Support				\$ 26,600.00

l) TOTAL OTHER DIRECT COSTS \$ 29,200.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**Subconsultant 1: Traffic Management (for pavement Coring) \$ 3,000.00

Subconsultant 2: _____ \$

Subconsultant 3: _____ \$

Subconsultant 4: _____ \$

(m) TOTAL SUBCONSULTANTS' COSTS \$ 3,000.00**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 32,200.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 45,783.89**

COST PROPOSAL 1

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

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 5,320.32 /	56	= \$95.01	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$95.01	+ 5%	= \$99.76	Year 2 Avg Hourly
Year 2 \$99.76	+ 5%	= \$104.74	Year 3 Avg Hourly
Year 3 \$104.74	+ 5%	= \$109.98	Year 4 Avg Hourly Rate
Year 4 \$109.98	+ 5%	= \$115.48	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	56	=	56	Estimated Hours Year 1
Year 2	0.00%	*	56	=	0	Estimated Hours Year 2
Year 3	0.00%	*	56	=	0	Estimated Hours Year 3
Year 4	0.00%	*	56	=	0	Estimated Hours Year 4
Year 5	0.00%	*	56	=	0	Estimated Hours Year 5
Total	100%		Total	=	56	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$95.01	*	56	=	\$5,320.32	Estimated Hours Year 1
Year 2	\$99.76	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$104.74	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$109.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$115.48	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$5,320.32	
Direct Labor Subtotal before escalation	=	\$5,320.32	
Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

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, and allocable to the contract in accordance with the contract terms and the following requirements:

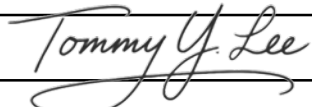
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
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: Tommy Y Lee Title*: CFO

Signature:  Date of Certification (mm/dd/yyyy): 9/10/26

Email: tyounglee@twininginc.com Phone Number: 562-513-1705

Address: 4811 Airport plaza dr. Suite 220 Long Beach, CA 90815

*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:



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: Twining, Inc.

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: 132.11 Or

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

Facilities Capital Cost of Money (if applicable): 0.51

Fiscal Period:* 01/01/2024-12/31/2024

* 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 6,100,000.00 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 10.
- 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:** Tommy Young Lee

Title:** CFO

Signature:  Digitally signed by T Young Lee
Date: 2025.11.20 11:41:01 -08'00'

Date: 11/20/2025

Phone:** (562) 426-3355

Email:** tyounglee@twininginc.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

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A – E OF THE TITLE VI ASSURANCES

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 PRINCIPLES 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
LOCAL AGENCY, 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

EXHIBIT W

ARTICLE XXXIII CONTRACT