CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
KOAS CORPORATION

THIS AGREEMENT is made and entered into this 23 day of July, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOA Corporation, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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, including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

D. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a number of sites within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint;

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal ("Proposal"), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

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, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. 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. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant’s covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant’s total compensation shall not exceed One Hundred Thirty Two Thousand and Four Hundred Forty Five Dollars ($132,445.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant’s Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, 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. Should the City request in writing additional services that increase the hereinabove described “SCOPE OF SERVICES”, an additional fee based upon the Consultant’s standard hourly rates shall be paid to the Consultant for such additional services.

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. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.
3.0.  TIME OF PERFORMANCE

3.1.  Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0.  TERM AND TERMINATION

4.1.  Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 23, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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 at least fifteen (15) days prior 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. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a.  Be adjudged a bankrupt;
b.  Become insolvent or have a receiver of its assets or property appointed because of insolvency;
c.  Make a general assignment for the benefit of creditors;
d.  Default in the performance of any obligation or payment of any
indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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 within thirty-five (35) days after service of the 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. City shall not be liable for any claim of lost profits.

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 Best’s Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises—operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers’ compensation insurance as required by the State of California
and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. 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 for losses 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.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(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.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

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

(a) Additional insureds: "The City of Placentia 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: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant’s sole cost and expense."

(c) Other insurance: "The Consultant’s insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia 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 Placentia, 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. The certificates of insurance and endorsements shall be attached hereto as Exhibit “B” and incorporated herein by this reference.

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.

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 Administrator 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. It shall be the Consultant’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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 and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
KOA Corporation
2141 W. Orangewood Ave.
Orange, CA 92868
Tel: 714-573-0317
Fax: N/A
Attn: Stephen Bise, PE

IF TO CITY:
City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, PE

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

6.6. 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. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. **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.

6.8. **Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the 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 whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of 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. 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.

6.9. **Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. **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.

6.11. 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.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from City’s use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant’s agents shall execute such documents as may be necessary from time to time to confirm City’s ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, data and records, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. 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.

6.15. 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.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. Furthermore, Consultant will comply with the following:

(a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

6.17. 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, the conflict shall be resolved by giving precedence in the following
order, if applicable: This Agreement, the City’s Request for Proposals, the Consultant’s Proposal.

6.18. 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.

6.19. 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.

6.20. 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.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.23. 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.

6.24. 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.

6.25. 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.

6.26. 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.
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.

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

ATTEST:

Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Date: ______________

Signature

Date: ______________

Name and Title

Date: ______________

Social Security or Taxpayer ID Number

Date: ______________

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: ______________

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: ______________

APPROVED AS TO CONTENT:

Masoud Sepahi, PE, City Engineer

Date: ______________

DEPARTMENTAL APPROVAL

Date: ______________

Luis Estevez, Director of Public works
EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK
EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
PROPOSAL

PROFESSIONAL ENGINEERING SERVICES
FOR CITYWIDE CYCLE 9 HIGHWAY SAFETY
IMPROVEMENT PROGRAM PROJECT
UNIQUE PROJECT ID H9-12-010
CITY OF PLACENTIA

KOA

APRIL 18, 2019
ATTACHMENT 1
EXHIBIT A
## TABLE OF CONTENTS

**SECTION 1 | PROJECT TEAM ORGANIZATION**  
- Firm Profile  
- Identification of the Team  
- Summary of History and Experience  

**SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES**  
- References  

**SECTION 3 | PROJECT UNDERSTANDING AND APPROACH**  

**SECTION 4 | SCOPE OF WORK**  

**SECTION 5 | CAPABILITIES OF FIRM/TEAM DBE REQUIREMENTS**  

**SECTION 6 | EXCEPTIONS**  

**SECTION 7 | SCHEDULE**  

**SECTION 8 | REQUIRED STATEMENTS**  

**APPENDIX | REQUIRED FORMS: DBE FORMS & ADDENDA ACKNOWLEDGMENTS**  

PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM  
PROJECT 2 UNIQUE PROJECT I.D. H9-12-010  
CITY OF PLACENTIA  
ATTACHMENT 1  
EXHIBIT A
Dear Mr. Sepahi:

KOA is pleased to submit this proposal to describe our experience and capability in providing the City of Placentia with professional engineering services for the Citywide Cycle 9 HSP Project. KOA is one of the leading civil engineering, traffic engineering, and transportation planning firms in Southern California. We have five offices in the region and over 100 staff members, including California-registered civil and traffic engineers and certified planners. KOA has nearly 32 years of experience in providing engineering services to local governments throughout California. Throughout that time, we have provided traffic engineering services for several traffic signal modification/upgrade projects. We recently completed multiple HSP-funded intersection improvement projects for the cities of Pico Rivera, Orange, and Arcadia, which included traffic signal upgrades/modifications for over 20 intersections. In addition to the design experience, we are also proficient in federally funded projects with Caltrans Local Assistance requirements. We recently obtained a supplemental $80K for the City of Pico Rivera through a Caltrans incentive program for successfully expediting Authorizations for Construction (E-76).

We have carefully chosen KOA's team members from experienced professionals who collectively have the relevant skills and experience to bring this project to a successful conclusion. Our team includes a subconsultant firm, Advanced Avant-Garde, Inc. (AGI), to assist with funding administration/grant management. We have worked with AGI for years and recognize them as experienced professionals who will help make this project a success.

KOA has many years of experience utilizing industry standards and methods such as those adopted by the City of Placentia. This includes a working knowledge of, and experience with, federal, state, and local design standards, including those standards established by the American Public Works Association (APWA), Federal Highway Administration (FHWA), as well as the California Department of Transportation (Caltrans).

I, Stephen Bise, will serve as the Project Manager and main contact person with the City. I have managed the design and preparation of PS&E packages for several Southern California cities. I am confident that my experience and passion will add tremendous value to the design team and overall project success. As a vice president of KOA, I am authorized to negotiate and sign contracts on behalf of the firm. My contact information is on the right, should you have any questions concerning this proposal. We look forward to meeting with you to discuss how KOA can aid the City on this important project.

Sincerely,
KOA Corporation

Stephen Bise
Managing Principal
SECTION 1 | PROJECT TEAM ORGANIZATION

PLEASE NOTE: The elements of the executive summary are addressed in the cover letter; therefore, to avoid redundancy, an executive summary was not incorporated.

FIRM PROFILE
Founded in 1987, KOA is a leading provider in traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions, and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With five offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

IDENTIFICATION OF THE TEAM
The identification of the team firms and key proposed staff are presented in the organization chart on the following page. The chart reflects the role of each firm and the responsibilities of the key personnel.

SUMMARY OF HISTORY AND EXPERIENCE
KOA has more than 30 years of experience in the civil/traffic engineering and design field for projects in Southern California. It is our standard practice to consult the Caltrans Standard Plans/Specifications, Standard Plan/Specifications for Public Works Construction (Greenbook), and/or California Manual on Uniform Traffic Control Devices (CA MUTCD) for our design work. Because we often manage federally funded projects that require the utilization of disadvantaged business enterprise (DBE) firms, we are familiar with the Caltrans Local Assistance Procedures Manual (LAPM) requirements and procedures. KOA is experienced in leading Local Highway Safety Improvement Program (HSIP) projects to install intersection and roadway upgrades that would benefit the community. Some of our recent projects have had experimental aspects, which have required special permission from the Federal Highway Administration (FHWA) for implementation.

Related Projects
KOA has completed several comparable projects for various agencies in recent years. We have provided intersection/traffic signal modification design for over 30 intersections that were federally funded through the HSIP. We are very familiar with the technical design required and the importance of keeping a schedule to maintain and allocate the funds through Caltrans Local Assistance. We are currently working on four HSIP projects for the cities of Orange, Pico Rivera, and Monterey Park.

City of Placentia
KOA has provided various traffic analysis/design services for the City of Placentia for nearly 10 years. In 2017, KOA performed project management-related services for the Old Town sewer rehabilitation project and was re-selected to update the circulation element of the City's latest general plan. We also led the previous large-scale update of the general plan.

PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT 1 UNIQUE PROJECT NO. H9-12-010
CITY OF PLACENTIA

TYPES OF SERVICES
Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED
1987

FORM OF THE ORGANIZATION
S Corporation

LOCATION OF OFFICES
Monterey Park
Orange
Ontario
San Diego
La Quinta

CONTACT INFORMATION
Mr. Stephen Bise
Project Manager
sbise@koacorp.com
T: (714) 923-6273
F: (714) 573-9534
2141 W Orangewood Ave
Orange, CA 92868

ATTACHMENT 1
EXHIBIT A
SECTION 1 | PROJECT TEAM ORGANIZATION

LEGEND:
- KOA
- AGI
- Coast Surveying
- UltraSystems

CITY OF PLACENTIA

PRINCIPAL-IN-CHARGE
Min Zhou, PE

QA/QC MANAGER
Walter Okitsu, PE, PTOE, PTP

PROJECT MANAGER
Stephen Bise, PE

CIVIL/TRAFFIC ENGINEERING
Ryan Calad, PE
Task Leader
Giuseppe Canzonieri, PE
Senior Support
Additional Support Staff
Alan Yasuda, EIT
Wyatt Sing, EIT
Kevin Kelley, EIT

FUNDING ADMINISTRATION
Jerome Joaquin
Task Leader
Lissette Calleros
Senior Support

ENVIRONMENTAL DOCUMENTATION
(IF NEEDED)
UltraSystems Inc.

LAND SURVEY
Nick Coates, PLS
RESUMES

STEPHEN BISE, PE
PROJECT MANAGER
KOA | Principal Engineer

Mr. Bise has managed a number of civil and traffic engineering projects. His recent services involve roadway improvements, drainage modifications, low impact development (LID) implementation, traffic signal design, signing and striping, and planning for future development. He has managed the preparation of encroachment permit application packages and final PS&E packages for several Southern California cities. Mr. Bise has experience in providing survey, hydraulic, and hydrology studies; roadway and drainage engineering design; traffic engineering design; and final plans, specifications and estimates for various street improvement projects. He has successfully provided grant management/funding administration for various federally funded projects (ATP, HSIP, SR25, and others).

RELEVANT EXPERIENCE
• Foothill Blvd Master Plan Improvements, Claremont | Project Manager
• Lambert Road TSSP, Whittier | Project Manager
• Citywide Traffic Signal Safety Improvements, HSIP Cycle 6, Pico Rivera | Project Manager
• Citywide Traffic Signal Safety Improvements, HSIP Cycle 7, Pico Rivera | Project Manager

MIN ZHOU, PE
PRINCIPAL-IN-CHARGE
KOA | Principal Engineer

Ms. Zhou has 26 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Ms. Zhou has managed several large-scale projects involving multiple stakeholder groups. She has a reputation of delivering projects on-time and under budget.

RELEVANT EXPERIENCE
• City of Long Beach Multiple Traffic Signal Synchronization Projects, Long Beach | Principal-In-Charge
• OCTA La Palma Avenue Traffic Light Synchronization Project, Orange County | Principal-In-Charge
• OCTA Lincoln Avenue Signal Timing, Buena Park | Principal-In-Charge

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

REGISTRATIONS
Professional Engineer, Civil, CA #76775

PROFESSIONAL AFFILIATIONS
American Public Works Association

AVAILABILITY
40%

EDUCATION
MS, Civil Engineering, Michigan State University, E. Lansing, MI
MS, Urban Planning, School of Architecture, Tsinghua University, Beijing, China
BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS
Professional Engineer, Civil, CA #66448

AVAILABILITY
15%
RESUMES

WALTER OKITSU, PE, TE, PTOE, PTP
QA/QC MANAGER
KOA | Senior Engineer

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

RELEVANT EXPERIENCE
- City of Azusa Traffic Management System Signal & Interconnect PS&E, Azusa | QA/QC Manager
- ST-68 Traffic Signal Synchronization Project, Coachella | QA/QC Manager
- Traffic Signal Upgrade and Left Turn Phasing, Culver City | Project Manager
- Atlantic Boulevard Corridor Signal Synchronization, Monterey Park | QA/QC Manager
- Various Traffic Signal Synchronization Projects, Culver City | Principal-in-Charge

EDUCATION
MS, Transportation Engineering, University of California, Berkeley, CA
BS, Civil Engineering, California State University, Los Angeles, CA
BS, Math-Computer Science, University of California, Los Angeles, CA

REGISTRATIONS
Professional Engineer
Traffic, CA #1406
Professional Engineer
Civil, CA #52655
Professional Traffic Operations Engineer (PTOE)
Professional Transportation Planner (PTP)

AVAILABILITY
35%

RYAN CALAD, PE
CIVIL/TRAFFIC ENGINEERING TASK LEADER
KOA | Senior Engineer

Mr. Ryan Calad is a motivated and innovative traffic engineer who has served as project manager/task leader on various traffic signal design, synchronization, and engineering projects. His expertise is with signal system operations. He has conducted extensive work in the development of optimized timing plans for nearly 1,000 signals, along with implementation, troubleshooting, and the operation of controllers and central systems. In addition, Mr. Calad has been serving as an Expert Consultant to the Board of Professional Engineers, Land Surveyors, and Geologists (BPELSG), assisting the Board on traffic engineering related tasks since 2016.

RELEVANT EXPERIENCE
- Fair Oaks Avenue HSIP Signal/Metro ATMS Improvement Project, South Pasadena | Project Manager
- City of Orange Multiple HSIP Projects, Orange | Project Manager
- HSIP Intersection Improvements for Main Street and Barstow Road, Barstow | Project Manager
- Traffic Management System Professional Engineering Services, Azusa | Task Manager for Signal Timing & TMC PS&E

EDUCATION
Cert, Type 2070 Traffic Signal Controllers, UC Berkeley Technology Transfer Program (Course TE-09)
BA, Social Ecology (Urban Planning Focus), University of California, Irvine, CA

REGISTRATIONS
Professional Engineer
Traffic, CA #2692
Professional Engineer
Civil, AZ #63514

AVAILABILITY
35%
RESUMES

GIUSEPPE CANZONIERI, PE
CIVIL/TRAFFIC ENGINEERING SENIOR SUPPORT ENGINEER
KOA | Senior Engineer

Mr. Canzonieri has performed numerous projects for public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing and striping design, traffic control design, construction specifications, and cost estimates. He has served as project manager/design task leader on many civil and traffic engineering design projects for the various southern California agencies. Mr. Canzonieri is also known for his quality control capabilities and providing clients with high-quality construction documents. He has significant knowledge working with multiple design platforms, including AutoCAD, Civil 3D, and MicroStation.

RELEVANT EXPERIENCE
- HSIP Traffic Signal Upgrade and Left Turn Phasing, Culver City | Project Engineer
- Santa Monica Boulevard Signal Synchronization, Beverly Hills | Project Engineer
- Capital Improvement Project, Citywide Traffic Signal Inventory, Design and Upgrade, Compton | Project Engineer

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

REGISTRATIONS
Professional Engineer, Civil, CA #79006

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

AVAILABILITY
25%

JEROME JOAQUIN
FUNDING ADMINISTRATION TASK LEADER
AGI | Program Coordinator

Mr. Jerome Joaquin is experienced in administrative and municipal program services and contract administration. His main responsibilities include providing labor compliance services, grant research and writing, fund administration, community outreach support, and program management services. He identifies federal and state fund allocation balances and advises on program requirements. Mr. Joaquin is familiar with the Caltrans local assistance process. He helps to prepare and submit agreements and miscellaneous project-related documents to Caltrans and Metro; tracks project expenditures; completes documents required by Caltrans Local Assistance for authorization; coordinates with engineering teams for project budget and schedule updates; and coordinates with Caltrans, Metro, and City staff. He has performed labor compliance, funding administration, capital improvement project coordination, bid process administration, budget review, and/or local return program reporting for the following projects:

RELEVANT EXPERIENCE
- HSIP-funded Opticom EVP System, Bell Gardens
- HSIP-funded Eastern Ave./Lubec St. Project, Bell Gardens
- HSIP-funded Montebello Way Traffic Signal Improvement, Montebello

EDUCATION
BS, Urban & Regional Planning, California State Polytechnic University, Pomona

AVAILABILITY
60%

PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT | UNIQUE PROJECT I.D., H9-12-010
CITY OF PLACENTIA

ATTACHMENT 1
EXHIBIT A
RESUMES

LISSETTE CALLEROS
FUNDING ADMINISTRATION SENIOR SUPPORT
AGI | Vice President/CFO

Ms. Calleros has more than 15 years of comprehensive expertise in project management and analysis, funding management, grant administration, public relations, and community outreach programs. She is adept in issues impacting City governments and contract administration. She is accomplished in identifying federal and state fund allocation balances, programming funds, and administering long- and short-range programs consistent with the economic capabilities of agencies. Ms. Calleros is proficient in grant writing, project monitoring, labor compliance, and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required time lines. She also has experience in strategic budget planning, specifically with capital improvement programs.

RELEVANT EXPERIENCE
- TIGER-Funded SR-57/SR-60 Confluence Project, City of Industry | Program Director
- Azusa Avenue Bridge & Nelson Avenue Bridge Local Highway Bridge Management, La Puente | Program Director
- SR-60/Lemon Avenue Interchange Project Program Management, Diamond Bar & City of Industry | Program Director

NICK COATES, PLS
LAND SURVEY TASK LEADER
Coast Surveying, Inc. | Survey Manager

Mr. Coates has more than 37 years of diverse, worldwide surveying experience in both the field and office, performing many types of surveys, including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right-of-way surveys, monitoring surveys, and construction layout. Since joining Coast Surveying in August of 2015, Mr. Coates has managed more than 100 surveying projects.

RELEVANT EXPERIENCE
- LAX CTA Control Survey, Los Angeles | Survey Manager
- Rail to Rail, Los Angeles | Survey Manager
- FEMA Updates Study, Newport Beach | Survey Manager
- Lankershim Boulevard Green Street, Los Angeles | Survey Manager
- LAX ConRAC, Los Angeles | Survey Manager

EDUCATION
BS, Business Management,
California State Polytechnic
University, Pomona

AVAILABILITY
70%

EDUCATION
HNC Land and Engineering
Surveying, Polytechnic of the
Southbank, London, UK

REGISTRATIONS
Professional Licensed Surveyor,
CA #9306
Professional Licensed Surveyor,
MO #2008000716

PROFESSIONAL AFFILIATIONS
California Licensed Surveyors
Association

AVAILABILITY
100%, as required
SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF ORANGE MULTIPLE HSIP CYCLE 6 & CYCLE 8 SIGNAL IMPROVEMENT PROJECTS
ORANGE, CA
KOA | Prime Consultant
As part of our on-call contract with the City, KOA prepared complete PS&E to implement protected/protected-permissive left-turn phasing for four City intersections, funded by federal Highway Safety Improvement Program (HSIP) grants. The projects allowed the City to address additional deficiencies with gutter, drainage, and ADA-compliant curb ramps. The services included traffic signal improvement plans, signing and striping plans, civil plans, surveying services, ITS improvements, utility coordination, and coordination with Southern California Edison (SCE) for new electrical service connection.

CITY OF PICO RIVERA TRAFFIC SAFETY IMPROVEMENT
CITYWIDE HSIP CYCLE 6
PICO RIVERA, CA
KOA | Prime Consultant
AGI | Subconsultant
The City of Pico Rivera retained KOA to provide civil and traffic engineering services for a citywide traffic safety improvement project. The project is federally funded through Caltrans Highway Safety Improvement Program (HSIP). The project consists of four traffic signal modifications, curb ramp upgrades, new driveways, and approximately 6,600 square feet of sidewalk improvements. All improvements were designed to comply with ADA standards and general funding requirements. KOA used AGI as a subconsultant on this project.

CITY OF CULVER CITY SIGNAL UPGRADE AND LEFT TURN PHASING HSIP CYCLE 5
CULVER CITY, CA
KOA | Prime Consultant
The City contracted with KOA to study, analyze, and develop recommendations for the installation of left-turn signal phasing at seven existing traffic signals. The sites included the four intersections on the perimeter of Sepulveda Boulevard, Washington Boulevard, Centinela Avenue, and Washington Place and three intersections along Jefferson Boulevard located at Duquesne Avenue, Jordan Way, and Machado Road. The project included recommendations on alternative methods of detection, the evaluation of left-turn and split phasing through microsimulation, the preparation of signal timing charts, the design of traffic signal modifications, and the preparation of specifications and estimates. The project was funded through HSIP.

CONSTRUCTION COST
Variable
The project's design work was completed on time and within budget. KOA was not involved in the construction stage of the project.

CONSTRUCTION COST
$773K
The project's design work and construction were completed on time and within budget.

CONSTRUCTION COST
$1M
The project's design work and construction were completed on time and within budget.
SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF MONTEREY PARK TRAFFIC SIGNAL IMPROVEMENT PROJECT HSIP CYCLE 7
MONTEREY PARK, CA
KOA | Prime Consultant
KOA provided traffic engineering services for the HSIP Cycle 7 Traffic Signal Improvement Project. It included the preparation of plans, specifications, and estimates for traffic signal modifications at three intersections to accommodate proposed left turn phasing, upgraded signal hardware, and the installation of countdown pedestrian signal heads. The project locations included Garfield Avenue/Hellman Avenue, Garfield Avenue/Emerson Avenue, and Alhambra Avenue/Hellman Avenue/Almansor Street. KOA coordinated with the cities of Monterey Park and Alhambra for plan approvals. KOA prepared the signal timing charts for the project.

CONSTRUCTION COST
$800K
The project is currently in the design phase.

CITY OF SOUTH PASADENA FAIR OAKS AVENUE SIGNAL/METRO ATMS IMPROVEMENT PROJECT HSIP CYCLE 7
SOUTH PASADENA, CA
KOA | Prime Consultant
KOA provided PS&E engineering design services, signal timing services, and ITS/traffic management center (TMC) services for signal and interconnect improvements for 20 of the City's signalized intersections, funded through a combination of HSIP and Metro grants. The improvements included interconnecting the City of South Pasadena's signals with the County TMC for monitoring and providing direct fiber links from the City of Pasadena to the County's Information Exchange Network (IEN). KOA performed an exploratory investigation of existing signal interconnect cable, inclusive of 36 signals and four miles of fiber, conduit, and pull boxes to produce design and cost estimate alternatives.

CONSTRUCTION COST
TBD
The project's design work was completed on time and within budget. KOA was not involved in the construction stage of the project.

CITY OF AZUSA TRAFFIC MANAGEMENT SYSTEM PROFESSIONAL ENGINEERING SERVICES
AZUSA, CA
KOA | Prime Consultant
KOA is providing traffic signal design, centralized traffic control system and monitoring upgrades, construction management, and inspection services for the City's new ATMS TMC. The funding sources are mainly through a Los Angeles County Metropolitan Transportation Authority (Metro) Proposition C Grant and other City-available funds. The project budget is approximately $5.2 million to improve 52 project intersections. The design will provide the City with their first TMC, with connection to the County IEN. The project provides controller conversions, before/after studies, and the implementation of optimized coordination plans.

CONSTRUCTION COST
$4.5M
The project's design work and construction were completed on time and within budget.
SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF WHITTIER TSSP ALONG LAMBERT ROAD FROM WASHINGTON BOULEVARD TO GRAYLING AVENUE
WHITTIER, CA
KOA | Prime Consultant
KOA is providing traffic engineering services for the traffic signal synchronization program (TSSP) along Lambert Road. The project includes improvements at 17 intersections, seven of which are located adjacent to Union Pacific Railroad (UPRR) at-grade crossings. The seven intersections adjacent to at-grade crossings need pre-signal design and require coordination with the on-going designs of the Whittier Greenway Trail East Extension, UPRR, and California Public Utilities Commission (CPUC). The TSSP improvements involve providing for full-truck actuated operations, such as controller/cabinet upgrades, an appropriate vehicle detection system, and interconnect and/or time-based coordination (using GPS UTB units).

CONSTRUCTION COST
$3.8M
The project’s design work and construction were completed on time and within budget.

REFERENCES

City of Orange
Medel Llanes, Senior Civil Engineer (714) 744-5535, mllanes@cityoforange.org
STAFF
Ryan Calad || Min Zhou || Walter Okitsu || Alan Yasuda || Wyatt Sing

City of Pico Rivera
Kenner Guerrero, Assistant Engineer (562) 801-4351, kguerrero@pico-rivera.org
STAFF
Stephen Bise || Giuseppe Canzonieri || Alan Yasuda || Wyatt Sing || Kevin Kelley || Jerome Joaquin (AGI)

City of Culver City
Hong Wang, Senior Civil Engineer (310) 253-5604, hong.wang@culvercity.org
STAFF
Stephen Bise || Giuseppe Canzonieri

City of Rosemead
Rey Alfonso (formerly City of Monterey Park), Director of Public Works (626) 569-2158, ralfonso@cityofrosemead.org
STAFF
Stephen Bise || Walter Okitsu || Giuseppe Canzonieri

City of South Pasadena
Alex Chou, Associate Civil Engineer (626) 403-7240, achou@SouthPasadenaCA.gov
STAFF
Stephen Bise || Ryan Calad || Min Zhou || Walter Okitsu || Wyatt Sing || Kevin Kelley || Alan Yasuda

City of Azusa
Daniel Bobadilla, Director of Public Works/City Engineer (626) 812-5264, dbobadilla@ci.azusa.ca.us
STAFF
Stephen Bise || Ryan Calad || Walter Okitsu || Wyatt Sing || Kevin Kelley

City of Chino Hills
Carl Hassel, Senior Engineer (formerly of City of Whittier) (909) 364-2817, chassel@chinhills.org
STAFF
Stephen Bise || Ryan Calad || Walter Okitsu || Giuseppe Canzonieri || Wyatt Sing || Kevin Kelley
SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

The City of Placentia is requesting assistance from an experienced professional civil/traffic engineering firm to provide engineering design services for the Citywide Cycle 9 HSIP Project (H9-12 010). The proposed project includes the preparation of plans, specifications, and estimates (PS&E) for intersection improvements at five signalized intersections, with funding administration and construction support. The project locations are:

- Bastanchury Road & Valencia Avenue
- Yorba Linda Boulevard & Kraemer Boulevard
- Yorba Linda Boulevard & Palm Drive
- Kraemer Boulevard & Madison Avenue
- Chapman Avenue & Bradford Avenue

The City was awarded $1.28 million in federal funding through the HSIP for the design and construction of this project. We have prepared the following project discussion, approach, and work plan to achieve the City’s objectives as outlined in the Request for Proposal (RFP). Our project discussion identifies project opportunities based on our field reconnaissance and knowledge of the project locations, as well as indicates our approach to achieving the City’s goals with the project. Our work plan identifies the proposed tasks and deliverables to deliver a successful project.

PROJECT APPROACH

KOA recognizes that the success of any design-related project relies on the skills and experiences of the team members involved in managing the project, understanding key project challenges, and providing value, quality work, and responsive service to the City. We understand the project HSIP grant specifies the proposed improvement; however, KOA performed a preliminary field reconnaissance at each project intersection to determine if there may be any subsequent and/or supplemental improvements to maximize the value to the grant funds. Below is a breakdown of improvements at each intersection.

**Bastanchury Road & Valencia Avenue**

**Base Improvements:**

- Install protected left-turn phasing (north/south) on Valencia Avenue using new poles and mast arms (design and placement of poles must avoid high voltage power lines that run along the west side of Valencia Avenue)
- Add a new signal indication for westbound thru traffic on the southeast corner (typically, near-side indication for visibility around curves is mounted at 14'; this will require trimming back the existing tree)
- New ADA-compliant ramps (all appear to be compliance, will verify during preliminary engineering)
- Upgrade 8" lenses to 12"
- Internally illuminated street name signs (IISNS)
- Video detection
- LED luminaires
- Miscellaneous concrete work

**Supplemental Improvements:**

- The existing crosswalks are only 9' wide; we recommend widening to 11' or 12'.
- Cut back the median on the west leg to be 5' from the crosswalk. This improves the ADA path of travel and prevents left-turning vehicles from hitting the
SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

median, wearing out the median nose striping, and hitting signs/sign posts. If there is an existing traffic signal pull box in the median, it will be removed and the existing conduits will be joined. If the existing conduit is less than 3” in diameter, we recommended upgrading the existing conduit to 3”.

- Re-wire the intersection and install new conduit at select locations

Yorba Linda Boulevard & Kraemer Boulevard

Base Improvements:

- Install additional vehicle heads for all approaches due to third thru lane on new poles (pole on northeast corner can possibly be protected in place; there are only 2 thru lanes and the current vehicle head configuration complies with CA MUTCD)
- Upgrade 8” lenses to 12”
- IIISNS
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- Add new signal indication for eastbound thru on southwest corner and westbound thru traffic on the southeast corner to enhance visibility and awareness due to curvature of the roadway
- Re-wire the intersection and install new conduit at select locations

Yorba Linda Boulevard & Palm Drive

Base Improvements:

- Install protected left-turn phasing (westbound) on Yorba Linda Boulevard using new poles and mast arms
- Remove or relocate north/south crosswalk on Yorba Linda Boulevard
- Narrow existing pork-chop island in southwest quadrant
- Stripe a third westbound through lane on Yorba Linda Boulevard on the westbound approach
- Remove median street lights and add intersection safety lighting
- Modify medians on Yorba Linda Boulevard
- Install additional signage
- Upgrade 8” lenses to 12”
- New ADA-compliant wheel chair ramps
- Video detection
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- Consider realignment of Palm Drive, as shown below, which includes the following:
  - Relocate north/south crosswalk to east leg
  - Extend bus pad at the northeast quadrant
  - Remove pork-chop island completely
  - Realign curb/gutter, sidewalk and modify parkway/irrigation as needed at the southwest corner
  - Cut back east leg median; possibly modify median to extend left-turn pocket
  - Substantial signal modifications
SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

Kraemer Boulevard & Madison Avenue
Base Improvements:

- Install protected left-turn phasing (north/south) on Kraemer Boulevard using new poles and mast arms (City may be able to use existing pole/mast arm on northeast corner and replace 5-section "dog house" with 3-section head; we will verify feasibility during preliminary engineering)
- Relocate video detection
- Miscellaneous concrete work

Supplemental Improvements:

- Add new signal indication for southbound thru traffic on northeast corner to enhance visibility and awareness due to curvature of the roadway
- Install new LED luminaires
- Re-wire the intersection and install new conduit at select locations

Chapman Avenue & Bradford Avenue
Base Improvements:

- Install protected left-turn phasing (north/south) on Bradford Avenue using new poles and mast arms
- Upgrade 8" lenses to 12"
- Video detection
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- New ADA-compliant wheel chair ramp at the southwest corner
- Install handrail along the back of existing curb ramp at the southeast corner to prevent a tripping hazard
- Re-wire the intersection and install new conduit at select locations

Additional Considerations
If budget allows, this project will be a great opportunity to further enhance the safety of each intersection beyond the scope in the RFP. Based on preliminary review of each location, we have identified potential additional or alternative design recommendations and other insight to help the City with this project:

- Installation of high-visibility crosswalks for additional enhancement of pedestrian safety.
- Installation of Gridsmart video detection systems. The Gridsmart system allows the installation of one video camera at an intersection that can detect all vehicle approaches, rather than installing one video camera per approach. The Gridsmart system also allows a City to retrieve a variety of counts for an intersection, including turning movement counts. This could be a more cost-effective application and allow for project budget to be spent on additional improvements. If the City is interested in this option, we can coordinate a demonstration with the manufacturer and answer any question and/or concerns.
- Installation of count-down pedestrian signal heads to provide enhanced warning while crossing the street.
- Installation of accessible pedestrian signals (APS) to provide enhanced warning in a non-visual format for pedestrians who are blind or have low vision.
- Replace existing IISNS with LED IISNS. Utilization of LED street name signs would provide a low voltage solution for the City to aid in lowering energy costs.

At the project kick-off meeting, we can prioritize additional improvements, if the budget allows. We will provide preliminary cost estimates prior to the 60% design phase to gauge the amount of available budget to implement the additional safety features.

Funding Administration
The project team is very experienced with successfully navigating and obtaining Caltrans funding approvals for state and federally funded projects in accordance with the Local Assistance Procedure Manual (LAPM). We recently provided funding administration services for several Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) grants. At this point in the process, there are three steps required by Caltrans: environmental, right-of-way, and RFA for construction. Each package shall be submitted to the District Local Assistance Engineer (DLAE) for review and approval. At the close of the project, we will submit a copy of all documentation in organized binders to the City. We understand that our involvement may extend for a minimum of 5 years after final closure for possible audit review. To expedite the process, we have included AGI to serve as the project liaison between the City and Caltrans.
SECTION 4 | SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND TASK EFFORT WORKSHEET

Meetings
The KOA team will attend the following meetings:

- Kick-off Meeting (1)
  Mr. Bise will conduct a project kick-off meeting. We will invite the City’s project manager, our
  subconsultants, and all other stakeholders identified by the City’s project manager. At the kick-
  off meeting, we will identify design alternatives to be considered, significant milestones in the project
  schedule, and deliverables.

- Design Coordination Meetings (4)
  After each milestone submittal, we will meet with the City’s project manager and each of our
  subconsultants, as long as they have an active design task in progress. We will also meet with
  City staff to coordinate other various design items that come up during the preliminary and final
  engineering stages.

- Community Outreach & City Council (0)
  The RFP indicates a public outreach meeting and City Council presentation may be required if the
  project goes beyond negative declaration. Based on experience with very similar projects, we do not
  anticipate this will be the case. Therefore, we assume there will be no community outreach and/ or
  City Council presentations for this project.

Mr. Bise will provide thorough meeting minutes to the project team within two days following each meeting. The team will have a chance to comment, edit, or add items to the minutes prior to final delivery.

Schedule
A preliminary schedule is included in this proposal for consideration. Upon receipt of a Notice-to-Proceed from the City, KOA will prepare an updated detailed design schedule that will be used by the consultant team. This schedule will be presented to the City’s project manager for comment and will be updated on an as-needed basis throughout the design process. Our focus is to deliver the project to the City on-time. It will be in our best interest to maintain momentum on this project and to make high-quality submittals to the City in a timely manner.

Communication
Mr. Bise will work closely with the City, design staff, and subconsultants to uphold the project schedule and budget. He will conduct weekly internal project meetings and maintain open lines of communication with all involved to move the project along. We strongly believe in proactive critical thinking and communication to minimize project delays. To avoid any unwanted surprises, KOA will be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decisions on alternative designs. Mr. Bise will serve as the point of contact and liaison between the City’s project manager and applicable utility companies and government agencies.

Quality Control
A key factor to project success is accountability. Mr. Bise will be accountable to the City to deliver on what is outlined in this proposal. We fully understand this principle and will utilize our internal quality assurance and quality control (QA/QC) procedures to support our efforts throughout the life of each task order. Our QA/QC involves having plans go through a minimum of two stages of internal review before allowing plans to be submitted to an agency for plan review and approval. The first stage of internal review involves a peer review by an experienced design engineer. The second stage of internal review involves another round of reviews by one or more senior-level registered engineers, each individually with more than 15 years of engineering experience. Each reviewer confirms that plans reflect the appropriate improvement scope and conform to the approving agency’s design standards and plan format. The reviewers verify that all plan check comments are properly addressed on any plan revisions we prepare. Prior to completion of the 90% PS&E, we will perform a constructability review, which entails going to the project site with the plans and having a detailed walk-through of anticipated construction activities. The goal of this exercise is to view the project from the contractor’s prospective and to identify potential construction change orders. We will then make necessary adjustments to the plans to limit any issues during construction.

For design plans, we utilize Bluebeam Revu Software for all QA/QC activities. This software allows for paperless review, simultaneous commenting, cloud-based record keeping, and clean responses to comments. We have found this tool to be very helpful and to streamline review, response, and submittals.

This QA/QC approach has led to a high level of quality in our engineering plans. We believe our firm has
SECTION 4 | SCOPE OF WORK

established a strong reputation with a number of agencies for producing high-quality work products. Mr. Bise will take the lead, to ensure KOA’s QA/QC process is followed and the City receives high-quality submittals.

---

**Task 1 Deliverables**
- Schedule, updated at request of City PM
- Agenda & minutes for each meeting

---

**TASK 2: PRELIMINARY ENGINEERING**

**Records Research**
KOA will work with the City to obtain record drawings and documents relevant to the project location. Record drawings and documents can include, but are not limited to, existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, etc. We will send our requests for record drawings and documents through the City’s project manager.

**Survey Engineering**
Coast Surveying, Inc. (Coast) will perform a topographic survey at the intersection of Yorba Linda Boulevard & Palm Drive. A digital terrain model (DTM) will be created using AutoCAD Civil 3D, which will provide the design team with an overall mapping product containing sufficient detail to design the proposed improvements.

Coast will provide detailed right-of-way information based on the available right-of-way maps, assessors parcels maps, easement information, and legal documentation within the project limits. KOA will take the provided right-of-way information and develop a digital file using AutoCAD containing center lines, right-of-way, property lines, assessor parcel numbers, owners, and easements within the project limits. The file will be referenced into all relevant construction documents and clearly labeled to identify proposed work that encroaches into private property. Based on our understanding of the project, we do not anticipate any right-of-way acquisition to be necessary.

**Site Evaluation**
Upon receipt of any available records from the City, we will visit the project site to verify and document the existing conditions. We will investigate and verify the existing roadway geometry, traffic signal equipment, conduits, wiring, interconnect cables, pull boxes, intelligent transportation system (ITS) equipment, utility manholes/valves, power poles, cabinets, fire hydrants, etc. KOA will send a team of experienced and knowledgeable engineers to the project site to fully evaluate existing conditions, identify design constraints, identify the proposed improvements and evaluate the constructability of the proposed improvements.

A second site walk will be performed with City staff to identify project opportunities, constraints, and challenges. We will encourage a collaborative dialog, identify the project "must-haves", and brainstorm solutions on how to achieve the City's vision. If required, we will invite Caltrans staff and prepare necessary exhibits specified under Chapter 7, Field Review, of the Caltrans Local Assistance Program Manual.

When the plans are 90% complete, KOA will invite the City staff to attend a constructability review field meeting. The field meetings will be to evaluate the proposed design against the existing conditions. The team will walk the project site and discuss concerns related to operation, construction, and maintenance of the proposed design.

**Base Plan Preparation**
Utilizing available information, gathered materials, survey, and field investigation data, KOA will prepare a base plan for each project intersection. The base plan is the backbone to accurately design proposed improvements. At this stage of the process, a thorough QA/QC review is performed on the base plan to ensure accuracy prior to design. The base plan will include centerline, right-of-way, relevant existing street improvements, utilities, landscape, and existing traffic controls.

**Alternative Assessment**
The preliminary/conceptual phase of a project can be the most critical. During this phase, the project team and stakeholders have the opportunity to make recommendations, give feedback, ask the "big picture" questions, and refine design features beyond the initial vision. KOA will prepare up to two (2) alternatives per intersection, if applicable. The proposed improvements will be overlaid on an aerial image to illustrate the general location and affect to local/existing property/infrastructure. Each alternative will be vetted by our engineering staff to ensure a high-quality design and presentation of proposed improvements. We will provide preliminary cost estimates with each alternative.
SECTION 4 | SCOPE OF WORK

We understand the project HSIP grant has identified specific improvements at each intersection; therefore, the purpose of the exercise is to verify feasibility of the proposed improvements and determine if there are any subsequent and/or supplemental improvements that can be included within the scope and budget of the grant.

Task 2 Deliverables
- Topographic survey
- Caltrans LAPM Exhibit 7-B & 7-G; Field Review Form, if needed
- Base plans
- Alternative exhibits and cost estimates

TASK 3: UTILITY COORDINATION

KOA will request a list of contacts from the City for utility companies with facilities in the project limits. KOA will request utility maps from the utility companies and will compile any/all underground and above-ground utilities in a separate digital file. This file will be referenced in all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary.

We will send a notification to all utility companies within the project limits at the 60%, and 100% design stages for review to determine any possible conflict with proposed improvements. KOA will work closely with the utility companies and municipalities to resolve any conflict prior to the final design. A comprehensive log will be preserved throughout the project and provided to the City upon request.

KOA will coordinate separately with Southern California Edison (SCE) for new and/or modified service points of connection (POC) and design requirements if needed.

Task 3 Deliverables
- Utility response matrix (upon City request)

TASK 4: ENVIRONMENTAL CLEARANCE

Environmental

Environmental clearance is a key task that defines the full scope for the project, assesses proposed improvements and their ecological effects on the surrounding community, and contributes to the preparation of the subsequent design and construction phases. To provide a strong basis in the preparation of all environmental documentation required for environmental clearance of the project, the environmental phase will begin with data collection of all available project information. To this end, the project team will provide a detailed list of items required from the City for the completion of environmental documentation. Based on the project team's experience, the required data largely includes awarded grant application work products, such as project information, scope, location, and proposed maps. Other information not typically required for grant applications but required by Caltrans, such as flood maps, cross-sections, and miscellaneous content, as well as those items available online, such as the Federal Transportation Improvement Program (FTIP) sheet, will be researched, prepared, and collected by the project team. This information will be used to develop the preliminary environmental study/screening (PES). The PES is the initial screening document used by Caltrans to assess the project's impact on the surrounding local and regional environment.

Having completed several PES documents under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for similar Congestion Mitigation Air Quality (CMAQ) and Active Transportation Program (ATP) funded projects, the project team will complete the PES and all associated exhibits, including scheduling a site visit with the project team to examine and develop an accurate assessment of the area. The site visit will be documented in the Field Review Form and Roadway Data Sheets, as required in the environmental submittal to Caltrans.

The culmination of this work will assist in the determination of the potential for project impact. Under the three NEPA Classes of Action under which a federal-aid project may be processed, it is anticipated that a Categorical Exclusion determination will suffice to meet this requirement; however, the project team will reassess this initial assessment upon 60% completion of the design plans and aforementioned documents. In tandem with the NEPA Categorical Exclusion, CEQA mandates that a Categorical Exemption be prepared and filed with the state. The project team will prepare and submit both documents to comply with CEQA and NEPA requirements.

It is understood any supplemental environmental exhibits, forms, studies, reports, and/or maps may be requested by Caltrans for submittal. Based on the project scope identified in the RFP, it is assumed that technical
SECTION 4 | SCOPE OF WORK

studies will not be required, therefore it is not included as part of this proposal.

Right-of-Way Certification

Once the environmental package is approved, KOA will prepare and submit the Right-of-Way Certification Form (Exhibit 13-A) to Caltrans for review and approval. This form identifies ownership of right-of-way and any potential impacts, accusations, and easements due to the proposed improvements. We believe no right-of-way will be impacted as part of this project; therefore, this submittal should be approved fairly quickly. Typically, the Right-of-Way Certification is not submitted to Caltrans until the design is at 100%; however, based on the scope of improvements, we should be able to submit earlier, with concurrence from the City.

Task 4 Deliverables

- Caltrans environmental clearance and right-of-way certification

TASK 5: CONTRACT BID DOCUMENTS (PS&E)

Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.

- Title
- General notes
- Street improvement
- Traffic signal
- Signing and striping
- Traffic control

Below is a detailed description of our approach to completing certain aspects of the construction documents.

Street Improvements

Street improvement plans are anticipated at the intersection of Yorba Linda Boulevard & Palm Drive. All other minor civil improvement (i.e., curb ramps, median cut-backs, misc. concrete work, etc.) will be included on the traffic signal or striping plans.

After the stakeholders have approved the proposed concept, we will develop improvement plans and details to encompass all aspects of the design. Our focus will be to provide multi-modal connectivity, maintain positive drainage, conform to the latest ADA requirements, enhance aesthetics and functionality, and address any subsequent improvements needed due to new grades and/or complex existing conditions.

The KOA team will utilize the AutoCAD Civil 3D software and apply its dynamic capabilities to eliminate annotation errors during plan production. We will use Civil 3D to create an existing roadway surface based on survey data and to design a proposed surface to simulate the intended design. A proposed profile will be generated based on the proposed surface and displayed on the plans for vertical control during construction. We will provide the City with cross-sections at critical geometric points to illustrate the design intent and limits of construction. The improvement plans will be 1”=20’ scale and will contain the necessary vertical profile, horizontal control, construction notes, and applicable details.

Traffic Signal

Traffic signal modification plans are anticipated at the following five (5) intersections within the limits of the project:

- Bastanchury Road & Valencia Avenue
- Yorba Linda Boulevard & Kraemer Boulevard
- Yorba Linda Boulevard & Palm Drive
- Kraemer Boulevard & Madison Avenue
- Chapman Avenue & Bradford Avenue

KOA has extensive experience in traffic signal design. We will utilize that knowledge to identify potential conflicts before the project goes into construction. For example, proposed signal poles will be strategically placed in the optimum location for driver/pedestrian visibility and will adhere to ADA guidelines.

KOA will provide a detailed traffic signal modification plan within the PS&E package for each location. The plans will clearly identify all existing, proposed, and removed traffic signal equipment to correspond with the overall design intent. The traffic signal modification plans will be 1”=20’ scale unless directed otherwise.

Signing & Striping

Signing and striping plans are anticipated at Yorba Linda Boulevard & Palm Drive. All other minor signing and striping (i.e., high-visibility crosswalks, intersection signing, etc.) will be included on the traffic signal plans for the respective intersection.

We will utilize the California Highway Design Manual (HDM), California Manual for Uniform Traffic Control
SECTION 4 | SCOPE OF WORK

Devices (CA MUTCD), and local standards to provide an acceptable alignment for ingress and egress multi-modal transportation throughout the project. The signing and striping plans will be 1"=40’ scale unless directed otherwise.

Traffic Control
KOA will prepare traffic control plans in accordance with the latest version of the CA MUTCD for the civil improvements at Yorba Linda Boulevard & Palm Drive. All other traffic control will be per the WATCH manual and identified in the project specifications. The plans will include a logical phasing of construction based on the duration of methodology of construction. The plans will show all existing pavement delineation, markings, construction area signing, barricades, cones, flashing arrow boards, and other construction traffic control devices to safely route traffic around the construction zone. The traffic control plans will be 1”=40’ scale unless directed otherwise.

Cost Estimate and Specifications
KOA will provide the City with a probable cost of construction concurrent with each submittal (60%, 90%, & 100% PS&E). The cost will be itemized and will display the anticipated bid items, quantity of material, and unit cost for each item. The prices will reflect 2018/2019 construction costs unless directed otherwise.

The City will provide KOA with sample specifications. KOA will compile and assemble special provisions in the format of the City’s standards. We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

Task 5 Deliverables
- 60%, 90%, & 100% PS&E submittals in both paper and electronic format
- Repose to comments matrix

TASK 6: CALTRANS FUNDING ASSISTANCE
Request for Authorization to Proceed with Construction (E76)
Lastly, we will prepare and submit the Request for Authorization to Proceed with Construction (E76, Exhibit 3-D & 3-E). This document summarizes the previous findings and funding allocations based on the original grant application. This process will also support required supplemental language in the specification. Upon securing the E-76, we will coordinate with the City for processing of the Program Supplement Agreement.

Final Submittal/Closure & Auditors
Federal requirements designate that agencies receiving federal funds maintain records of all paperwork, including but not limited to all approved E76s, signed master and supplemental agreements, invoice submittals, progress reports, receipts, amendments, exhibits, transmittals, and all relevant documents pertaining to the funded project. Ensuring compliance with these requirements is crucial for the timely reimbursement of funds, including final submittal and auditing purposes. To this end, KOA shall be responsible for maintaining all paperwork in both electronic and hard copy format.

Based on our experience, it is imperative that all paperwork be organized in large binders by phase, tabbed/filed by date, and most importantly, arranged in a manner consistent with Caltrans’ administrative organizational procedures ensuring ease of access and rapid response to Caltrans, state, and federal agency inquiries. The project team will provide QA/QC by diligently reviewing and documenting each item in a records management log. The records management log will indicate the date, document, originator, and modifier for any changes made to the binder throughout the project. This system will ensure precise depictions of the project from start to finish. It will allow for an accurate and complete paper trail to be established. Moreover, the system will allow the maintenance of all data and information, which will inform the final submittal, closeout, and audit.

Upon final closeout of the project, KOA will submit a copy of all files and binders to the City’s Department of Transportation. KOA will be responsible for remaining in contact with the project for a minimum of five (5) years after final closure is submitted. The minimum five-year time limit involves the possible review with either federal or state auditors. KOA will be responsible for meeting with state or federal auditors, including the provision of documentation and answering of questions with respect to the project’s federal process and invoicing. KOA will keep all original documents for a minimum of five (5) years.

Additional services can be provided at the City’s request to ensure compliance with Caltrans LAPM during the
SECTION 4 | SCOPE OF WORK

construction phase of the project (i.e., award submittal, reimbursement submittals, and final project closeout). At this time, we assume this will be performed internally within the City.

Task 6 Deliverables
- Caltrans Request for Authorization to Proceed with Construction (E76)
- All LAPM documentation in organized binders

TASK 7: BIDDING ASSISTANCE & CONSTRUCTION SUPPORT

Following submittal of the final plans, specifications, and estimate, KOA will provide on-call services to the City as may be requested for:

- Attendance at pre-bid meeting
- Responding to bidders' questions
- Preparing addenda as necessary
- Attendance at pre-construction meeting
- Attendance at in-progress construction meetings
- Field visits during construction

- Review of shop drawings, submittals, and change orders
- Response to requests for information (RFI)
- Minor design changes during construction
- Preparing as-built drawings

Mr. Bise, the project team, and key subconsultants will be available throughout the project's construction. We are very familiar with contractors' methodology. We are confident that our construction documents and construction support will limit potential change orders. We understand the importance of prompt response to submittals and RFIs, to prevent delays during construction.

Task 7 Deliverables
- Response to request for Information (RFIs) from contractor
- Submittal/shop drawing review
- Modification or revisions that are related to the project's original scope and character
- Contractor change orders if necessary
- As-built drawings

SECTION 5 | CAPABILITIES OF FIRM/TEAM DBE REQUIREMENTS

CAPABILITIES OF FIRM

The proposed key staff (including subconsultants) have the individual and collective knowledge and experience to efficiently provide the required services for this project. Our proposed team members have a strong history of working with each other on similar and related types of projects. We have past relationships with all of our proposed subconsultants, on multiple projects. If deemed necessary for completing the contracted work, we can incorporate support staff from any of our offices to supplement the team, without extra cost to the City.

TEAM DBE REQUIREMENTS

KOA is enlisting the services of two disadvantaged business enterprises (DBEs) which are registered with the State of California. These firms are Coast Surveying, Inc. (Coast) and Avant-Garde, Inc. (AGI). It is our expectation that both firms will exceed the minimum 10% DBE requirement. Since the DBE forms are not part of the page count, they are attached at the end of this proposal document.

SECTION 6 | EXCEPTIONS

KOA takes no exceptions to the requirements of the RFP or the sample contract.
Citywide Cycle 9 HSIP Project, Placentia

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Qtr 3, 2019</th>
<th>Qtr 4, 2019</th>
<th>Qtr 1, 2020</th>
<th>Qtr 2, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Task 1: Project Management, Meetings, &amp; Task Effort Worksheet</td>
<td>205 days</td>
<td>Thu 8/1/19</td>
<td>Wed 5/13/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Kick-off meeting</td>
<td>0 days</td>
<td>Thu 8/1/19</td>
<td>Thu 8/1/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design coordination meetings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Task 2: Preliminary Engineering</td>
<td>55 days</td>
<td>Thu 8/1/19</td>
<td>Wed 10/16/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Background research</td>
<td>6 wks</td>
<td>Thu 8/1/19</td>
<td>Wed 9/11/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Survey engineering</td>
<td>6 wks</td>
<td>Thu 8/1/19</td>
<td>Wed 9/11/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Base plan preparation</td>
<td>6 wks</td>
<td>Thu 8/1/19</td>
<td>Wed 9/11/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Site evaluation</td>
<td>1 wk</td>
<td>Thu 9/12/19</td>
<td>Wed 9/18/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Alternative assessment</td>
<td>2 wks</td>
<td>Thu 9/19/19</td>
<td>Wed 10/2/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>City review</td>
<td>2 wks</td>
<td>Thu 10/3/19</td>
<td>Wed 10/16/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Task 3: Utility Coordination</td>
<td>6 mons</td>
<td>Thu 8/1/19</td>
<td>Wed 1/15/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Task 4: Environmental Clearance</td>
<td>60 days</td>
<td>Thu 10/3/19</td>
<td>Wed 12/25/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Environmental</td>
<td>6 wks</td>
<td>Thu 10/3/19</td>
<td>Wed 11/13/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Right-of-way</td>
<td>6 wks</td>
<td>Thu 11/14/19</td>
<td>Wed 12/25/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Task 5: PS&amp;E</td>
<td>110 days</td>
<td>Thu 10/17/19</td>
<td>Wed 3/18/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>60% submittal</td>
<td>6 wks</td>
<td>Thu 10/17/19</td>
<td>Wed 11/27/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>City review</td>
<td>4 wks</td>
<td>Thu 11/28/19</td>
<td>Wed 12/25/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>90% submittal</td>
<td>4 wks</td>
<td>Thu 12/26/19</td>
<td>Wed 1/22/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>City review</td>
<td>4 wks</td>
<td>Thu 1/23/20</td>
<td>Wed 2/19/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>100% submittal</td>
<td>2 wks</td>
<td>Thu 2/20/20</td>
<td>Wed 3/4/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>City approval</td>
<td>2 wks</td>
<td>Thu 3/5/20</td>
<td>Wed 3/18/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Task 6: Caltrans Funding Assistance</td>
<td>40 days</td>
<td>Thu 3/19/20</td>
<td>Wed 5/13/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>RFA for construction (I-76)</td>
<td>7 wks</td>
<td>Thu 3/19/20</td>
<td>Wed 5/6/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Final submittal</td>
<td>1 wk</td>
<td>Thu 5/7/20</td>
<td>Wed 5/13/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Task 7: Bidding Assistance &amp; Construction Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Project:** M991058  
**Date:** 4/1/2019
ATTACHMENT B - REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda
   I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the City (list the addenda by date and/or number):
   Addendum #1, 04/09/2019

B. Public Records Act
   I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (govt. Code 6250, et seq), and that:

   X None of this submittal is considered proprietary

   OR

   The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

   

   

   I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff
   I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for,
any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the City's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. Certification of Consultant, Commissions & Fees

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of KOA Corporation, whose address is 2141 W Orangewood Ave, Orange, CA 92868, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee,
contribution, donation, or consideration of any kind, for or in connection with, 
procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department 
of Transportation (Caltrans) in connection with this agreement involving participation 
of Federal-aid Highway funds, and is subject to applicable state and federal laws, both 
criminal and civil.

H. Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or 
any other person associated therewith in the capacity of owner, partner, director, officer, 
and manager:
- Is not currently under suspension, debarment, voluntary exclusion, or 
determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible 
by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a 
court of competent jurisdiction in any matter involving fraud or official misconduct 
within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following 

space.

None

Exceptions will not necessarily result in denial of award, but will be considered in 
determining bidder responsibility. For any exception noted above, indicate below to 
whom it applies, initiating agency, and dates of action.

N/A

Notes: Providing false information may result in criminal prosecution or 
administrative sanctions. 
The above certification is part of the Proposal. Signing this Proposal on the signature 
portion thereof shall also constitute signature of this Certification.
I. Certification of Financial Management System and Contract Costs

The Prime Consultant must certify that:

B. The proposed costs in the prime and subconsultant cost proposals are in compliance with the cost principles established in 48 CFR, Chapter 1, Part 31 – Contract Cost Principles.
C. The approximate dollar amount of all A&E contracts awarded to the Prime Consultant by Caltrans or a local agency in California within the last three (3) calendar years, and the number of states the firm does business in, has been provided in Exhibit 10-K, Certification of Financial Management System and Contract Costs.

J. Non-Lobbying Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. Any person who fails
to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.
APPENDIX | REQUIRED FORMS: DBE FORMS & ADDENDA ACKNOWLEDGMENTS

REQUIRED DBE FORMS
The following DBE exhibits are provided on the next two pages. Since KOA believes that it is fulfilling the minimum DBE requirements, Exhibit 15-H is not included. Per the instructions in the RFP, Exhibit 10-H1 and Exhibit 10-K are provided for each team firm in our separately sealed cost proposal.

Exhibit 10-I Notice to Proposers DBE Information
Exhibit 10-O1 Consultant Proposal DBE Commitment
Exhibit 10-O2 Consultant Contract DBE Commitment
Exhibit 10-Q Disclosure of Lobbying Activities

ADDENDA ACKNOWLEDGMENTS
Addendum #1 Acknowledgment
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 10%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT
   - The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
   - The term “Agreement” also means “Contract.”
   - Agency also means the local entity entering into this contract with the Contractor or Consultant.
   - The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY
   A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
   B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION
   If there is a DBE goal on the contract, Exhibit 10-O1 Consultant Proposal DBE Commitment must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.
   Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION
   It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:
   A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
   1. The proposer is a DBE and will meet the goal by performing work with its own forces.
   2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES
   A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
   B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.
      1. Click on the link titled Disadvantaged Business Enterprise.
      2. Click on Search for a DBE Firm link;
      3. Click on Access to the DBE Query Form located on the first line in the center of the page.
   Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:
   A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
   B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the
purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Placentia
2. Contract DBE Goal: 10%
3. Project Description: Professional Engineering for Citywide Cycle 9 HSIP Project
4. Project Location: Placentia, Citywide
5. Consultant's Name: KOA Corporation
6. Prime Certified DBE: □

<table>
<thead>
<tr>
<th>7. Description of Work, Service, or Materials Supplied</th>
<th>8. DBE Certification Number</th>
<th>9. DBE Contact Information</th>
<th>10. DBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Administration</td>
<td>36060</td>
<td>Advanced Avenue-Gardé Corporation, Ana LeNata, 3670 W. Temple Ave, Suite 278, Pomona, CA 91768, (909) 979-6586</td>
<td>10%</td>
</tr>
<tr>
<td>Land Surveying</td>
<td>2128</td>
<td>Coast Surveying, Inc., Raul del Castillo, 1901 Parkwy Loop, Suite B, Tustin, CA 92780, (714) 918-6266</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

Local Agency to Complete this Section

17. Local Agency Contract Number: __________________________
18. Federal-Aid Project Number: __________________________
19. Proposed Contract Execution Date: __________________________
20. Consultant's Ranking after Evaluation: __________________________

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

11. TOTAL CLAIMED DBE PARTICIPATION: 12.5 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature: __________________________
13. Date: __________________________
(714) 573-0317
14. Preparer's Name: Stephen Bise
15. Phone: __________________________
16. Preparer's Title: Managing Director

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 554-6410 or TDD (916) 554-3680 or write Records and Forms Management, 1120 N Street, MS-59, Sacramento, CA 95814.

LPP 18-01 Page 1 of 2 January 2019
ATTACHMENT 1 EXHIBIT A
## Exhibit 10-O2 Consultant Contract DBE Commitment

1. Local Agency: City of Placentia  
2. Contract DBE Goal: 10%

3. Project Description: Professional Engineering for Citywide Cycle 9 HSIP Project

4. Project Location: Placentia, Citywide

5. Consultant’s Name: KOA Corporation

6. Prime Certified DBE: ☐

7. Total Contract Award Amount: $139,936.71

8. Total Dollar Amount for **All** Subconsultants: $18,090.17

<table>
<thead>
<tr>
<th>10. Description of Work, Service, or Materials Supplied</th>
<th>11. DBE Certification Number</th>
<th>12. DBE Contact Information</th>
<th>13. DBE Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Administration</td>
<td>36060</td>
<td>Advanced Avant Garde Corporation, Ana LeNour, 3670 W Temple Ave, Suite 278, Pomona, CA 91768, (909) 979-6586</td>
<td>$14,810.75</td>
</tr>
<tr>
<td>Land Surveying</td>
<td>2128</td>
<td>Coast Surveying, Inc., Rued del Castillo, 15031 Parkway Loop, Suite B, Tustin, CA 92780, (714) 918-6288</td>
<td>$3,479.42</td>
</tr>
</tbody>
</table>

**Local Agency to Complete this Section**

20. Local Agency Contract Number:  
21. Federal-Aid Project Number:  
22. Contract Execution Date:  

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative’s Signature  
24. Date  
25. Local Agency Representative’s Name  
26. Phone  
27. Local Agency Representative’s Title  

14. TOTAL CLAIMED DBE PARTICIPATION: 12.5%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer’s Signature:  
16. Date: April 18, 2019  
17. Preparer’s Name: Stephen Bise  
18. Phone: (714) 573-0317  
19. Preparer’s Title: Managing Director

DISTRIBUTION: 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-5410 or TDD (916) 654-3690 or write Records and Forms Management, 1120 N Street, MS-49, Sacramento, CA 95814.

Page 1 of 2  
July 23, 2015

ATTACHMENT 1  
EXHIBIT A
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>quarter</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>date of last report</td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity
   - Prime
   - Subawardee
   - Tier _____, if known

5. If Reporting Entity is Subawardee, Enter Name and Address of Prime:
   - Congressional District, if known

6. Federal Department/Agency:

7. Federal Action Number, if known:

10. Name and Address of Lobby Entity
    (Including address if different from No. 10)
    (last name, first name, MI)

12. Amount of Payment (check all that apply)
    $ __________
    - actual
    - planned

13. Form of Payment (check all that apply):
    - a. cash
    - b. in-kind
    - c. other, specify: nature ______
    - Value

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

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

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

Not Applicable

Distribution: Orig- Local Agency Project Files
CITY OF PLACENTIA

NOTICE INVITING SEALED PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
Citywide Cycle 9 Highway Safety Improvement Program Project
UNIQUE PROJECT I.D. H9-12-010

SUBJECT: Addendum #1

DATE: April 9, 2019

ADDENDUM ACKNOWLEDGMENT:

Firm Name: KOA Corporation

Authorized Signature: __________________________
Stephan Bise, Managing Director

Date: April 18, 2019

Acknowledgment of Receipt of Addendum #1 is required by signing.
### Fee Proposal

**Citywide Cycle 5 HBIP Project, Placencia, CA**

**Dated 4-13-2018**

#### BASE DESIGN SERVICES

**Task 1: Project Management, Meetings, and Task effort Worksheet**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-off meeting (1)</td>
<td>4</td>
<td>$32</td>
<td>$128</td>
</tr>
<tr>
<td>Design coordination meetings (8)</td>
<td>8</td>
<td>$30</td>
<td>$240</td>
</tr>
<tr>
<td>Update schedule</td>
<td>4</td>
<td>$572</td>
<td>$2,288</td>
</tr>
<tr>
<td>General administration</td>
<td>12</td>
<td>$2,288</td>
<td></td>
</tr>
</tbody>
</table>

**Task 1 Subtotal** 48 hours = $6,383

**Task 2: Preliminary Engineering**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility report</td>
<td>4</td>
<td>8</td>
<td>$336</td>
</tr>
<tr>
<td>Survey engineering</td>
<td>4</td>
<td>$540</td>
<td>$2,160</td>
</tr>
<tr>
<td>Site evaluation</td>
<td>24</td>
<td>$20</td>
<td>$480</td>
</tr>
<tr>
<td>Base plan preparation</td>
<td>24</td>
<td>$20</td>
<td>$480</td>
</tr>
<tr>
<td>Alternative assessment &amp; cost estimate</td>
<td>24</td>
<td>$20</td>
<td>$480</td>
</tr>
</tbody>
</table>

**Task 2 Subtotal** 40 hours = $27,151

**Task 3: Utility Coordination**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility coordination &amp; notification</td>
<td>2</td>
<td>12</td>
<td>$24</td>
</tr>
</tbody>
</table>

**Task 3 Subtotal** 24 hours = $27,153

**Task 4: Environmental Clearance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIS</td>
<td>1</td>
<td>2</td>
<td>$513</td>
</tr>
<tr>
<td>Right of way certification</td>
<td>2</td>
<td>4</td>
<td>$913</td>
</tr>
</tbody>
</table>

**Task 4 Subtotal** 72 hours = $2,026

**Task 5: Contract & Documentation (PSD)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title sheet (7)</td>
<td>1</td>
<td>2</td>
<td>$1,213</td>
</tr>
<tr>
<td>General notes (7)</td>
<td>1</td>
<td>2</td>
<td>$1,213</td>
</tr>
<tr>
<td>Street improvement (7)</td>
<td>1</td>
<td>2</td>
<td>$1,213</td>
</tr>
<tr>
<td>Traffic study (5g)</td>
<td>5</td>
<td>40</td>
<td>$180</td>
</tr>
<tr>
<td>Signage &amp; signalizing (7)</td>
<td>1</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>Traffic control (7)</td>
<td>1</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>Plan production, submit, &amp; final work</td>
<td>4</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>Construction estimate</td>
<td>1</td>
<td>7</td>
<td>$77</td>
</tr>
</tbody>
</table>

**Task 5 Subtotal** 123 hours = $54,389

**Task 6: Caltrans Funding Assistance**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFA for Construction (E-376)</td>
<td>1</td>
<td>2</td>
<td>$640</td>
</tr>
<tr>
<td>Final submit (1)</td>
<td>1</td>
<td>4</td>
<td>$640</td>
</tr>
</tbody>
</table>

**Task 6 Subtotal** 12 hours = $1,280

**Task 7: Design Assistance & Construction Support**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meetings (up to 4)</td>
<td>4</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>Field work (up to 4)</td>
<td>4</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>Response to RFP's</td>
<td>2</td>
<td>4</td>
<td>$8</td>
</tr>
<tr>
<td>Substantial review</td>
<td>3</td>
<td>4</td>
<td>$12</td>
</tr>
<tr>
<td>Minor plan reviewers</td>
<td>4</td>
<td>4</td>
<td>$16</td>
</tr>
<tr>
<td>As built</td>
<td>1</td>
<td>12</td>
<td>$12</td>
</tr>
</tbody>
</table>

**Task 7 Subtotal** 35 hours = $11,123

**TOTAL BASE DESIGN SERVICES**

| Work %    | 17  | 100  | 302  | 420  | $420  | $154,858 | $9,458 | $144,411 | $182,846 |

**NOTE:**

1. Fee is negotiable prior to execution of service agreement
2. DBE Participation = 12.93%

**ATTACHMENT 1**

**EXHIBIT A**
# Certificate of Liability Insurance

**Producer:** Dealey, Renton & Associates  
790 E Colorado Blvd #460  
Pasadena, CA 91101  
License #0020739

**Insured:** KOA Corporation  
1100 Corporate Center Drive #201  
Monterey Park, CA 91754  
(323) 260-4703

**Certificate Number:** 1453265131  
**Revision Number:**

---

## Coverages

<table>
<thead>
<tr>
<th>BSR</th>
<th>Type of Coverage</th>
<th>Limit</th>
<th>Policy Effective Date</th>
<th>Policy Expires Date</th>
<th>Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X Occur</td>
<td>3/13/2019</td>
<td>3/13/2020</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Claims-Made</td>
<td>Y</td>
<td>6680B1966428</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Insurer A:** Travelers Property Casualty Co of America  
Policy Number: 25074

**Insurer B:** XL Specialty Insurance Co.  
Policy Number: 37885

---

## Description of Operations / Locations / Vehicles

- **Workers Compensation and Employers' Liability:**
  - Coverage: $1,000,000
  - Description of Operations: N/A

- **Professional Liability:**
  - Claims Made: $2,000,000
  - Occurrence: $2,000,000
  - Policy Limit: $2,000,000

---

**Certificate Holder:**

City of Placentia, PW Dept.  
401 E Chapman Ave  
Placentia, CA 92870

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Stefanie Telfer

---

© 1998-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-
COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers’ compensation premium otherwise due on such remuneration.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL PERSONS OR ORGANIZATIONS THAT REQUIRE YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE</td>
<td>THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.</td>
</tr>
</tbody>
</table>

DATE OF ISSUE: 6/14/2019
ST ASSIGN: CA

ATTACHMENT 1
EXHIBIT B
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KOA Corporation
Endorsement Effective Date: 3/13/2019

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers -- RE: KOA #JB66055 / JB96035, On-Call Contract Admin & Constr.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.