

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC., FOR  
DESIGN SERVICES FOR SANTA ANITA COMMUNITY CENTER**

THIS AGREEMENT is made and entered into this 6th day of December 2022 by and between Little Diversified Architectural Consulting, Inc., a North Carolina corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On September 30, 2022, the City issued Request for Proposal No. 22-106A, by which it sought a qualified consultant to perform architectural consulting services for the City’s new outdoor community center planned at Santa Anita Park.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 22-106A.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform the services described in the Scope of Work that was included in RFP No. 22-106A, attached hereto as **Exhibit A** and incorporated in full, and as further described in Consultant’s Proposal, attached hereto as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Consultant’s Fee Schedule, which is attached as **Exhibit C** and incorporated in full. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed Four Hundred Twenty-Five Thousand Dollars and Zero Cents (**\$425,000.00**). The sum is comprised of (1) the base amount of \$350,237 and (2) a contingency in the amount of \$74,763 for additional services at the City’s sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting

procedures.

- c. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on December 5, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for up to two (2) one-year periods upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

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

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Broader Coverage:** if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
  - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.
8. **Verification of Coverage:** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.
- The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the

City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988

Executive Director  
Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702

To Consultant: Little Diversified Architectural Consulting, Inc.  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660  
Attn: Jay Tittle, Studio Principal/Principal-In-Charge

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement

and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

## **18. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined



and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **19. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **20. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **21. FUNDING-RELATED PROVISIONS**

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);

b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;

c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;

d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;

e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and

f. Federal contract provisions attached hereto as **Exhibit D** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

## 22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- c. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

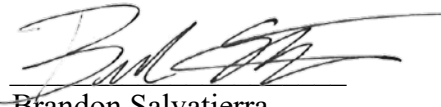
**CITY OF SANTA ANA**

\_\_\_\_\_  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**

By:   
Brandon Salvatierra  
Deputy City Attorney

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

*[signatures continued on next page]*

## **RECOMMENDED FOR APPROVAL**

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Nabil Saba, P.E.  
Executive Director  
Public Works Agency

## **EXHIBIT A**

<p style="text-align: center;"><b>Appendix ATTACHMENT 1 SCOPE OF WORK</b></p>
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**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ARCHITECTURAL DESIGN SERVICES  
FOR A NEW COMMUNITY CENTER  
AT SANTA ANITA PARK  
RFP NO. 22-106A**

**CONSULTANT SERVICES:**

Consultant shall be responsible for the preparation and submittal of concept plans and the PS&E package for the above project, meeting approval from City to release for construction.

- A. **PROJECT COORDINATION.** The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all field studies and any other required permits from other agencies.
- B. **RECORDS RESEARCH.** Research all information pertinent to the project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected Consultant shall identify all existing and proposed facilities within the projects limits and potential conflicts.
- C. **SURVEY (if necessary).** Consultant shall identify in the proposal if the survey would be needed and the detail of the features to be surveyed. All survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation V8i Computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- D. **PERMIT(s).** The Consultant shall be responsible for identifying and applying for any necessary permits. All permit requirements shall be include in the bid package for the project, as applicable.

## **E. PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) : Tasks 1-3**

### **1. Development of Plans, Specifications and Estimate (PS&E):**

- a) All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City. The Consultant shall use the boilerplate for cut sheets, specifications and estimates provided by the City.
- b) The plan development shall include four (4) milestone deliverables—30% (Concept Design), 60% (Design Development), 90% (Contract Documents: pre-final) and 100% (Contract Documents: final). The necessary plans for the PS&E package shall include, but is not limited to:
  - Title Sheet
  - Civil Engineering (for current and future park expansion)
    - Site Survey
    - Horizontal and Vertical Control Plan
    - Grading and On-Site Drainage Plan
    - Site Utility Plan
  - Architectural and Structural Engineering
    - Site plan showing Path of Travel (ADA)
    - Building Foundation, Floor & Framing Plans
    - Roof Framing Plan
    - Reflected Ceiling Plan
    - Interior & Exterior Elevations
    - Building Sections
    - Mechanical (HVAC) and Plumbing Plans/T-24
    - Electrical Plans (building and site), including photometrics
    - Structural Engineering & Calculations
    - Architectural and Structural Details
    - Door/Window/Finish Schedules
  - Landscape Architectural
    - Site Layout/Construction Plans and Details
    - Planting Plans/Details/Notes, as applicable
    - Irrigation Plans/Details/Calculations/Notes, as applicable
- c) All calculations for the design and quantities shall be submitted as part of the PS&E submittal requirements. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction. All quantity calculations shall be independently checked and substantiated with independent calculations.
- d) Electronic files for all CADD (in Microstation V8i), reports, and calculations shall be submitted at the end of the contract or when requested by the City.



- e) All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the properties of the City.

2. Deliverable PS&E package:

**a) Task 1: 30% PS&E (Preliminary Design/Concept Planning)**

This preliminary design phase shall include Kick-off meeting with City Staff to discuss project background, building program, project goals and objectives, potential elements and issues, schedule, review of existing information, and conduction of a site investigation. The concept design process shall include gathering community input, via neighborhood meetings. Consultant should provide allowance for up to (3) community meetings and (3) concept plans.

Building program shall include multi-purpose room, one office for police substation (include 2-3 workstations, single restroom, refrigerator), one office for aquatics personnel, pool equipment room, restrooms accessible to both interior and exterior pool area. Concept should also explore possibility of a second floor reservations office with reception area, open office area with cubicles, and a small conference room.

**b) Tasks 2 & 3: 60% (Design Development),  
90% & 100% PS&E (Contract Documents)**

- i. Plan Package shall include, but is not limited to:
- ii. Design Development (60%); Task 2:  
Design development phase will involve development of plans based upon the approved conceptual design plan. Deliverables from this phase include, but are not limited to, site planning, architectural, civil engineering, HVAC and electrical engineering. This phase shall also include draft outline specification and "opinion of estimated cost".
- iii. Contract Documents (90% and 100%); Task 3:  
Construction Documents phase (CDs) shall include preparation of plans and specifications for Contract Documents, based upon the approved drawings from the Design Development phase, and a finalized "Opinion of Probable Cost".
- iv. The Consultant shall submit the following documents for review and approval: Plans, Standard Special Provisions (SSP), preliminary quantities and estimates, pay item list, design calculations and all reports supporting the design (i.e. irrigation calculations).
- v. Constructability review meeting shall take place at 90% and shall include Consultant and City engineering staff.

- vi. Permitting: Construction drawings shall be in accordance with the latest adopted California Building Code and the Americans with Disabilities Act (ADA) and will require review/approval by the City Planning and Building Agency. As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect, civil and structural engineer as appropriate. Consultant will submit to Planning & Building Agency (Building Department) for review, and respond to all comments to satisfy and finalize review and ensure issuance of building permit(s).
- vii. Final PS&E for approval and bidding: the Consultant shall submit one electronic set (PDF) of the following documents for construction bidding purposes:
  - Signed final design plans
  - Signed final specifications
  - Final cost estimate/final quantity calculations (including details of all lump sum items). This shall align with Bid Proposal items.
  - Final design calculations

**c. Task 5: Construction Support Phase:**

- i. This task shall be included as optional in the fee proposal.
- ii. Consultant shall furnish, at the consultant's sole cost and expense, all necessary revised documents and drawings due to errors and omissions of the Consultant.
- iii. Consultant shall review and approve all submittals and shop plan drawings required to support the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- iv. Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- v. The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.



## **GENERAL REQUIREMENTS**

1. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
2. Consultant or its sub-consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
3. The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the City Boiler Plate. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
4. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement and shall be responsible for the quality and cross coordination of building components. The Consultant shall not rely of City staff for quality control. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files. Plan check shall also be provided by the City of Santa Ana's Public Works Agency (PWA) and the Parks, Recreation & Community Services Agency (PRCSA).
5. Manuals/Standards (City of Santa Ana)

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following:

- (1) City of Santa Ana Standard Plans
- (2) Standard Special Provisions for Public Works Construction

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

6. Improvement plans shall adhere to City of Santa Ana Standard Plans and the Standard Special Provisions for Public Works Construction. Plans shall be computer drafted in Microstation V8i format and shall adhere to the current City of Santa Ana Public Works Agency Interagency CAD standards.
7. The Consultant's work will be subject to inspections by representatives of the City.

## 8. Project progress

- Meetings - Progress Review Meetings shall be held as deemed appropriate by the City.
- Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled.
- Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format. The project schedule should break the tasks and subtasks. Any major change to the project schedule must be approved by the City.

## **CITY RESPONSIBILITIES**

The City will be responsible for the following items:

- Furnishing electronic design file with City title block and title sheet (24" x 36").
- Providing CADD file of base map shown on Attachment 4.
- Providing standard City boilerplate specification.
- Assisting with processing plans to obtain governmental agency approvals having jurisdiction over the project.
- Acting as a liaison with the appropriate decision making bodies, as necessary.
- Providing standard invoice template.
- Providing with a city standards, which detail manufacture and models of equipment used by the CSA Park Services Division.

## **PAYMENT AND INVOICING**

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template and electronic submittal requirements. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

## **COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:**

This agreement will be utilizing Federal American Rescue Plan Act (ARPA) funds. Proposer shall comply with all requirements as they pertain to the use of these funds, as outlined in the Professional Services Agreement included in the Appendix of this RFP.

## **EXHIBIT B**



# NEW COMMUNITY CENTER AT SANTA ANITA PARK

RFP NO.: 22-106A

CITY OF SANTA ANA, CALIFORNIA

TECHNICAL PROPOSAL

OCTOBER 21, 2022

GARFIELD COMMUNITY CENTER  
501 N. LACY STREET

Little Diversified Architectural Consulting, Inc.  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660  
949.698.1400  
[www.littleonline.com](http://www.littleonline.com)



**LITTLE**  
DIVERSIFIED ARCHITECTURAL CONSULTING



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## 2. SCOPE OF SERVICES AND SCHEDULE

## 3. FEE PROPOSAL (SEPARATE ATTACHMENT)

## 4. CERTIFICATIONS

## 5. ATTACHMENTS





# 1

## STATEMENT OF QUALIFICATIONS



October 21, 2022

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza, M-36  
Santa Ana, CA 92701  
Suzi Furhanic, Project Manager

**RE: NEW COMMUNITY CENTER AT SANTA ANITA PARK; RFP NO.:22-106A**

Dear Ms. Furjanic and Selection Committee Members:

There are projects that come along once a decade, or less, that signal a shift in how a community imagines itself. These projects are moments in time that make a statement about aspirations, values, goals under the umbrella of the collective — this project, and all that it embodies, is important to your community. A new Community Center at Santa Anita Park is *that* project that will elevate you to the next level of regional and national prominence. What excites us about your project is the opportunity to partner with your community in facilitating in envisioning and then bringing to reality a space that will unify the community and amplify its identity.

These are the projects that light the fire of inspiration for any designer. From the opportunities to shape something iconic to crafting a story that is foundationally of its place in Santa Ana, the excitement among our team is palpable. The opportunities are unquestionable and boundless — but the challenges are significant as well. Right-sizing the project to fit both daily community needs as well as events; accommodating the diverse spectrum of users and visitors and seamlessly integrating a complex web of functional requirements so that, in the end, it works flawlessly; and developing a financial model that allows you to achieve your vision must be at the core of everything that you do.

Our team is uniquely positioned to tackle every one of these challenges, rooted in a deep well of experience. We have the creativity, energy, and experience to turn each of them into a benchmark for success (think Ocean's 11 for community projects!). In Little you have a local team that brings not only regional expertise in community-driven sports, recreation, and wellness projects, but a depth of expertise in mixed-use and the private developer model — a critical component that will ensure the project fits into and is accretive to the value of your project. We will be by your side through your project to design beautiful, resilient landscapes that thrive.

Our passion for community-driven work drives our team to execute best-in-class, design-led work every single day. Your new Community Center at Santa Anita Park must be iconic, functional, beautiful, magnetic, affordable; woven into the fabric of the City and its people, and regional in its presence and aspirations. The project can write the next chapter for what Santa Ana is and what the City wants to be. We couldn't be more excited to submit this proposal to partner with you and your team on this opportunity and be your design-led, problem-solving partner every step of the way.

Thank you for your consideration.

Sincerely,

**Jay Tittle, AIA, ALEP**  
**Studio Principal/Principal-In-Charge | #C12955**



We have reviewed the Proposed Agreement and have only one comment, as noted below.



*For article 3.7.4.1 delete or modify the last sentence starting with: "In addition, .....obtain the documents."*

*We do not retain any paper documents, of any sort. All documents, including our files for your project documents will be stored electronically on our Cloud server.*





## CORE TEAM



**JAY TITTLE**

AIA, ALEP

Principal-In-Charge /  
Design Principal

\*Primary Point of Contact  
5%



**JIM CORDOVA**

SFLA

Team Leader  
10%



**FARNAZ MAHJOOB**

WELL AP

Senior Project Manager  
45%



**ARACELI KRULL**

Senior Designer  
30%



**MARGARITA  
MARTINEZ**

Project Facilitator  
20%



**OTIS BLACKMON**

RA

QA/QC Reviewer  
10%



**GUS GALINDO**

Construction  
Administrator  
30%

## CONSULTANTS

Kimley-Horn  
CIVIL ENGINEERING &  
LANDSCAPE ARCHITECTURE

John A. Martin & Associates  
(JAMA)  
STRUCTURAL ENGINEERING

Cumming  
COST ESTIMATING

P2S  
M/E/P & FP

## OPTIONAL SERVICES

AESCO Tech  
GEOTECHNICAL

P2S  
COMMISSIONING

## OUR CULTURE

Innovative, passionate, dynamic, trustworthy, creative, talented, and fun - these words describe the people who make up Little. We embrace a collaborative approach in the belief that we are stronger as a team than we can possibly be as individuals.

We believe in the overlapping of ideas at all levels, inclusive of all fields of design. Together we probe deeply to discover hidden opportunities that exist within each project, and we capitalize on those to add unexpected value for our clients and the communities they serve.

Little is a diverse, multi-disciplinary national design firm known for breakthrough ideas that create a better future for people. We believe in the power of design to transform lives. Our culture fosters an entrepreneurial spirit in our people, and as a result we challenge the status quo and continually seek to advance our designs and processes. We do this while ensuring dedicated, selfless client service – every day.

We are recognized for developing exceptional design solutions that deliver  
**RESULTS BEYOND ARCHITECTURE**  
 in the community, workplace, healthcare, and retail industries.

Our California Community practice, led by Jay R Tittle, is composed of a **team of professionals who have dedicated their careers exclusively to the design of California Community & Civic Projects.**

Our expertise covers all project types, large and small, including renovations and modernizations, new construction, ADA upgrades, interior upgrades, utility upgrades, and similar project scopes.

#### COMPANY, LOCATION & AUTHORIZED REP:

Little Diversified Architectural Consulting, Inc.  
 1300 Dove Street, Suite 100  
 Newport Beach, CA 92660

*Jay Tittle, AIA, ALEP - Studio Principal*

T. 949.698.1400 | F. 949.698.1433  
 E. [jay.tittle@littleonline.com](mailto:jay.tittle@littleonline.com)



#### NUMBER OF YEARS EXPERIENCE:



# 1964

YEAR LITTLE WAS FOUNDED  
 58 YEARS IN BUSINESS

#### LEGAL FORM:

Corporation (North Carolina)

#### OWNERSHIP:

Phil Kuttner, CEO

John Komison, Chairman

Carol Rickard, Corporate President

Charles Todd, COO

# 380+

PEOPLE IN **FIVE**  
 LOCATIONS

NEWPORT BEACH  
 CHARLOTTE  
 DURHAM  
 ORLANDO  
 WASHINGTON, DC

#### IN-HOUSE SERVICES:

**More than a traditional architecture firm, Little offers clients a complete range of diversified architectural consulting services:**

- ARCHITECTURE
- INTERIORS
- ENGINEERING
- SUSTAINABILITY
- SITE DESIGN
- BRANDING
- DIGITAL VISUALIZATION
- INTEGRATED FACILITY TECHNOLOGY

#### LITTLE IS AN EQUAL OPPORTUNITY EMPLOYER

Little is a professional organization representing diverse backgrounds, races, and beliefs. This diversity is pivotal to our success in serving our clients and for making this such an exceptional company to be part of. We value the differences among ourselves and show a high degree of professional courtesy and respect to one another. Little is committed to being an equal opportunity employer. In accordance with anti-discrimination law, we expressly prohibit any form of discrimination and workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, ethnic/national origin, age, disability, genetic information, or marital or military/veteran status. Little conforms to the spirit as well as to the letter of all applicable laws and regulations.



Little (a North Carolina Corporation) was established in 1964 by William (Bill) Little, mentoring new generations of designers and leaders. During the past 56 years, Little has completed projects for hundreds of public school clients throughout the country.

Today, Little is a highly diversified firm of nearly 400 professionals in five locations across the country. For over five decades, Little has been serving a wide range of clients and has built up a complete in-house expertise and capabilities for holistic, integrated architecture and engineering – providing clients with the most efficient, sustainable, high-performance design.

We are driven by our commitment to demonstrate that design has a powerful and measurable impact on improving human and organizational performance. In doing so, we are advancing the relevance and importance of design among people in the organizations and communities we serve.

Little is dedicated to enhancing client performance by orchestrating the right mix of expertise, creativity and innovation to design new dimensions of success.



Our current corporate management structure is a matrix with leadership of our practice areas (Community, Retail, Healthcare, Workplace and Consulting Specialties) partnering with our office leadership in Newport Beach, CA; Charlotte, NC; Durham, NC; Orlando, FL; and Washington, DC. This management group is led and supported by a CEO, Phil Kuttner, and a President, Carolyn Rickard-Brideau.

#### FIRM-WIDE STAFF BREAKDOWN

90	ARCHITECTS
38	ENGINEERS
19	ARCHITECT INTERNS
30	INTERIOR DESIGNERS
10	LANDSCAPE ARCHITECTS
2	ACCREDITED LEARNING ENVIRONMENT PLANNERS
3	LIGHTING CERTIFIED
24	LEED ACCREDITED PROFESSIONALS
4	WELL ACCREDITED PROFESSIONALS
1	CERTIFIED PLANNER
1	BUILDING ENERGY MODELING PROFESSIONAL

More than a traditional architecture firm, Little offers clients a complete range of diversified architectural consulting services.

#### Architecture

Design  
Project Execution  
Construction  
Quality Assurance

#### Engineering

Structural Engineering  
Mechanical Engineering  
Electrical Engineering  
Lighting Design  
Low Voltage Engineering

#### Interiors

Interior Design  
Programming  
Space Planning  
Occupancy Strategy  
Change Management

#### Site Design

Landscape Architecture  
Civil Engineering  
Land & Master Planning  
Urban Design  
Site Development/Entitlements  
Consulting

#### Sustainability

Sustainability & Wellness  
Certification Management & Execution  
Environmental Impact Analysis  
Building Performance  
Optimization  
Energy & Daylight Modeling  
Facility Assessments & Feasibility Studies

#### Branding

Brand Strategy  
Experience Design  
Environmental & Print Graphics  
Wayfinding & Signage

#### Digital Visualization

Renderings, Animation, & Interactive Business Tools  
Capital Campaign, Pre-Leasing  
Corporate Communication  
Videos  
Virtual & Augmented Reality  
Digital Signage & Content Development

#### Integrated Facility Technology

IWMS Consulting & Implementation  
Building Sensor/Mobile  
Engagement Implementation  
Computer Aided Facility Management

## Firm Overviews:

# Subconsultants

### KIMLEY-HORN

#### CIVIL ENGINEER & LANDSCAPE ARCHITECT

Kimley-Horn and Associates, Inc. is a full-service, privately-owned consulting firm recognized as a leader in providing comprehensive and innovative environmental, planning, transportation planning and engineering, and civil and structural services to public and private-sector clients. Kimley-Horn provides clients with a team of experienced planners in a firm including more than 600 civil and transportation engineers, planners and environmental specialists, and other design professionals in 12 offices throughout California - where we have conducted business for over 20 years.

Founded in 1967, we have grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of over 6,100 employees in more than 106 offices nationwide. Our continued growth and stability over the past 55 years is the direct result of our commitment to integrity and dedication to providing quality client service. Much of our growth extends from the confidence and trust that clients have in us. Our long record of technical achievements is enhanced by our reputation for effective management and personal service. Our clients receive the local knowledge and responsiveness of a small firm backed by the resources only a national firm can provide. With the Kimley-Horn team, your best interest will always be the focus of our efforts. *Kimley-Horn has worked with Little for more than 22 years on over 100 projects.*

#### CONTACT

Mr. Barsin Bet Govarguez, P.E. - Civil Engineer  
1100 W. Town & Country Road, Suite 700  
Orange, CA 92868  
T. 657.204.5037 | E. barsin.betgovarguez@kimley-horn.com  
www.kimley-horn.com



### JOHN A. MARTIN & ASSOCIATES (JAMA)

#### STRUCTURAL ENGINEER

With 70 employees located in offices in Southern and Northern California, John A. Martin & Associates (JAMA) works to complete structural designs for an annual average of 12 million SF of new construction worldwide. Founded in 1953, the firm has proven capabilities in structural design for all project types and sizes, completed in both the private and public sectors. By continually embracing new and expanding design and analysis technologies, JAMA delivers faster and more efficiently. An in-house BIM Director and skilled Production staff allow the firm to balance cutting edge techniques with lessons learned from over 68 years of engineering practice to address a range of renovations, new construction and rehabilitation projects. *JAMA has worked with Little for more than 40 years on over 70 projects.*

#### CONTACT

Shane Fitzgerald, S.E., DBIA - Partner  
T. 213.785.3161 | E. fitzgerald@johnmartin.com  
950 S. Grand Avenue, 4th Floor, Los Angeles, CA 90015  
www.johnmartin.com/





## P2S

### MEP / FP ENGINEER

P2S, Inc. has brought forward-thinking, sustainable engineering solutions to California and beyond for over 31 years. We provide mechanical, electrical, and plumbing engineering and design services to both public and private K-12 institutions. Our services have spanned over 30 K-12 districts in California, including renovations, expansions, new builds, energy assessments, and campus-wide modernizations. Just as importantly, we know how to keep your school operational so students can continue to learn, interact and thrive. *P2S has worked with Little for more than 5 years on 14 projects.*

### CONTACT

Mr. Wesley McKean  
Associate Principal/Engineering Group Leader  
5000 E. Spring Street, Suite 800  
Long Beach, CA 90815  
T. 562.497.2999 | E. wes.mckean@p2sinc.com  
[www.p2sinc.com](http://www.p2sinc.com)

## CUMMING

### COST ESTIMATING

Cumming Management Group, Inc. (Cumming) is a privately held corporation founded in California in 1996. Cumming is a leader in providing project consulting services to the A/E/C industry, including cost and project management, planning and scheduling, and construction dispute resolution. Now beginning its 26th year of business, Cumming has 1,200 team members within 40 office locations, which provide services to clients around the world. Throughout its history, the company has remained focused on one goal: to assist its clients in managing the critical issues of time and cost from conception through closeout. With an understanding of program goals and expectations, a suite of solution-oriented services is provided to meet the project needs.

### CONTACT

Mr. Alan Campbell, MRICS, NEBOSH  
Managing Director - Cost Services  
130 Vantis Drive, Suite 110  
Aliso Viejo, CA 92656  
T. 949.334.8868 | E. [acampbell@cumming-group.com](mailto:acampbell@cumming-group.com)  
<https://cumming-group.com>

## GOAL SETTING AND COMMUNITY ENGAGEMENT

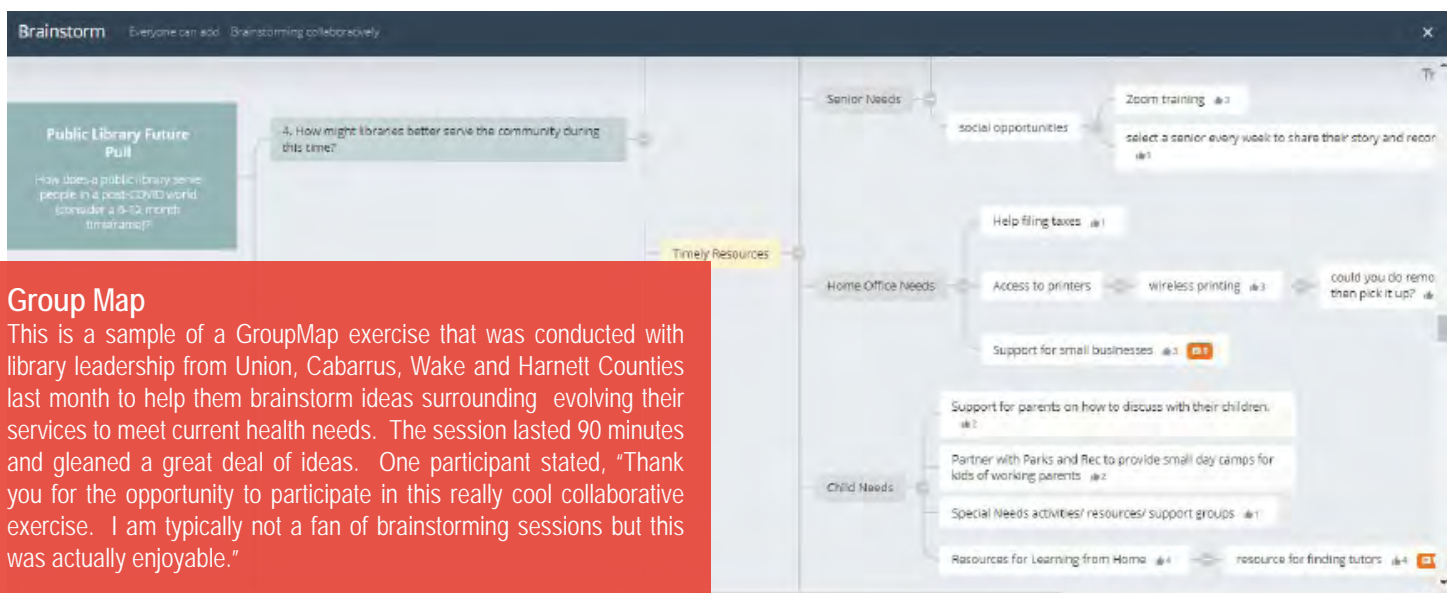
Our design team will initially conduct visioning sessions with all project stakeholders, including users, City property management and maintenance staff as well as others as desired. This collaborative goal setting ensures a common understanding from the inception of the project and establishes the foundation for how we will measure success at project completion. Ultimately your definition of success is the only one that matters.

Part of these visioning explorations also involve actively engaging your community. Given the public health concerns, this is a particularly challenging time to gather public input, however there are a number of ways to approach the challenge. It will be important to provide a variety of methods to get maximum participation and inclusivity, ideas such as:

- **Groupmap exercise.** This is the quietest brainstorming session one could attend! This online platform allows participants to provide their ideas as well as provide feedback on other participants ideas in real time. It is a wonderful tool to get folks who ordinarily wouldn't speak up in a public setting to have their voice heard.
- **Outdoor public meetings.** These could be small group meetings, socially distanced, at various times during the day so that they are flexible and accessible. Or use a football field to do a more physically interactive exercise with children in the community.
- **A community bulletin board.** Post a bulletin board, supplied with sticky notes and pens, with question prompts for community members to post their comments in City Hall, the Memorial Park Center, or the Police Department. Photos could be taken daily to track the development.
- **Online town hall meeting.** These could be moderated discussions with "breakout rooms" to allow for smaller group discussions.

## HOW DO WE GENERATE THE BEST RESULTS?

**Our entire process involves collaboration with our clients and partners, so that each project results in something we've created together.**

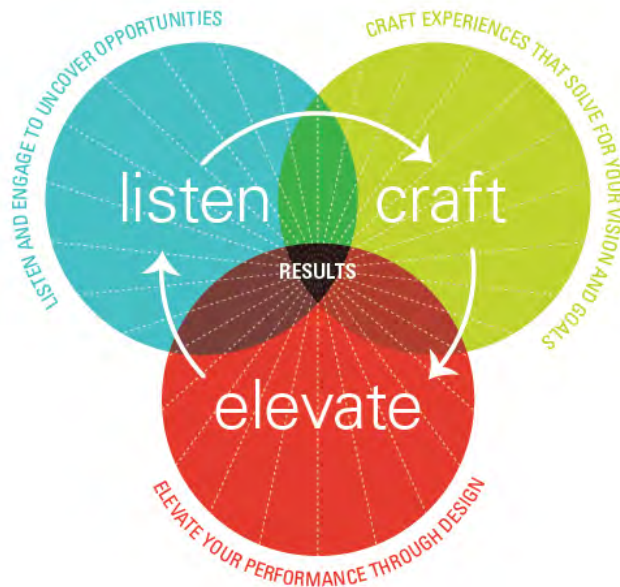


### Group Map

This is a sample of a GroupMap exercise that was conducted with library leadership from Union, Cabarrus, Wake and Harnett Counties last month to help them brainstorm ideas surrounding evolving their services to meet current health needs. The session lasted 90 minutes and gleaned a great deal of ideas. One participant stated, "Thank you for the opportunity to participate in this really cool collaborative exercise. I am typically not a fan of brainstorming sessions but this was actually enjoyable."

## Our Design Philosophy

THROUGH DESIGN WE HAVE THE  
OPPORTUNITY AND RESPONSIBILITY TO  
**MEASURABLY IMPROVE** PEOPLE'S LIVES.



### OUR WORK

Our work is characterized by a combined focus on design excellence, innovation and exceptional service. Little's Workplace Practice is built upon decades of experience. Our team of workplace designers, planners, strategists and thought leaders truly understand how your space can positively impact every aspect of your business.

### OUR METHODOLOGY

Our design process is characterized by intense collaboration between each design discipline, our client and users, from project inception through occupancy. As a multi-disciplinary firm, we leverage each of our design disciplines to maximize the potential of every project. We fuse our diverse knowledge with that of our client to create solutions that measurably improve the performance of the people and organizations we serve.

### OUR CULTURE

Innovative, passionate, dynamic, trustworthy, creative, talented and fun - these words describe the people who make up Little. We embrace a collaborative approach in the belief that we are stronger as a team than we can possibly be as individuals. We believe in the overlapping of ideas at all levels, inclusive of all fields of design. Together we probe deeply to discover hidden opportunities that exist within each project, and we capitalize on those to add unexpected value for our clients and the communities they serve.

# Regenerative Design

**AT LITTLE,** WE WORK EVERY DAY TOWARD A GOAL OF DESIGNING PROJECTS THAT NOT ONLY DO LESS HARM, BUT ULTIMATELY DO GOOD – **REGENERATIVE** PROJECTS THAT ACHIEVE A SUCCESSFUL BALANCE BETWEEN ENVIRONMENTAL, ECONOMIC AND HUMAN FACTORS.

Each of our projects is highly focused on health of people and the environment. We employ a diverse set of skilled individuals who ensure that each of our projects meets specific criteria and has a specific emphasis on the following issues:

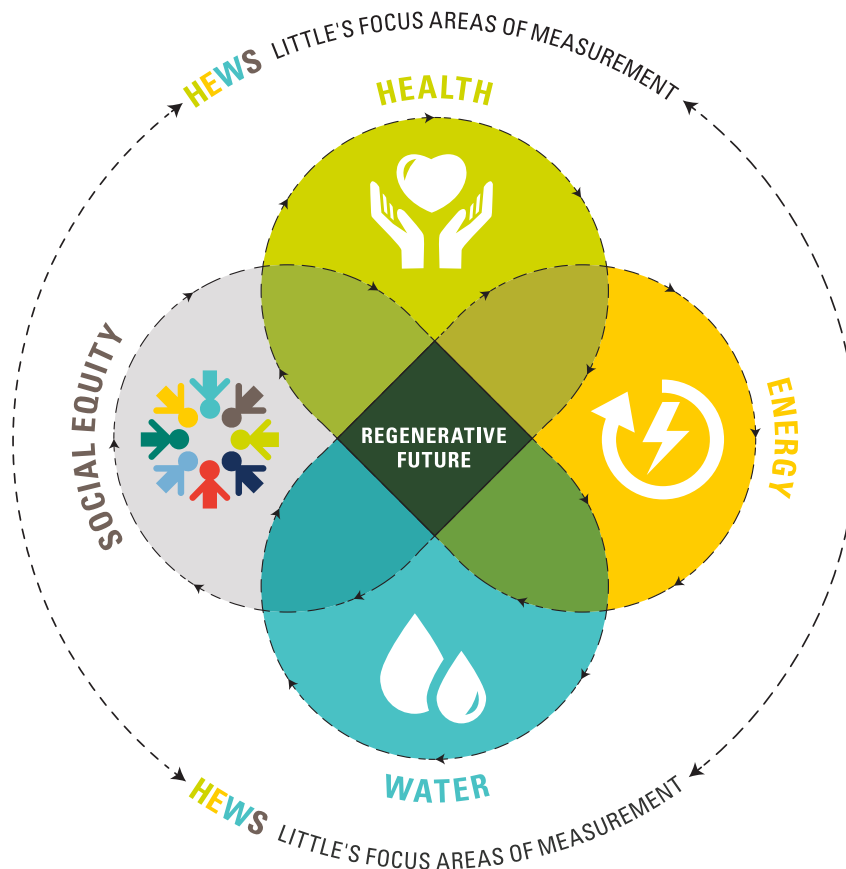
## PATHWAY TO A REGENERATIVE FUTURE

### HEALTH

We will design environments that elevate the health & wellness of the people who use them

### ENERGY

We will use a smart, responsible design approach to reduce the energy demand of our projects



### WATER

We will design for the preservation & conservation of water

### SOCIAL EQUITY

We will embrace Universal Design and design for Social Equity through empathetic, inclusive and intentional planning

## SYSTEMS THINKING



We understand the opportunity ahead – to create a multi-purpose destination that bolsters economic vitality and serves the community for decades to come. Our planning and design approach will center on these key tenants of a community-focused facility:

- Creating a flexible multipurpose center for sports and community functions
- Designing an architecturally iconic center that inspires and establishes a sense of place
- Fostering well-being of people and place through energy efficient, sustainable, and public health initiatives.
- Establishing a catalyst for mixed use development and community growth

## EXPERIENCE

Modern recreation and sports complex facilities are a catalyst for holistic health—housing services that improve the mental and physical wellbeing of their community members as well as provide inspiring spaces for human performance.

When designed to serve a diverse range of interests, recreational and sports programs benefit the whole person—mind, body, and spirit. Risk-taking activities like rock climbing build confidence, while strength training heightens concentration—both of which contribute to improved cognitive performance. Multi-purpose spaces for yoga and meditation offer mechanisms for reducing stress and improving mental health. Social connections formed during group exercise give patrons a sense of community—an important pillar of sustained health.

When sustainably designed, the building itself contributes to the wellbeing of its occupants. Strategies that prioritize air ventilation and low-VOC materials enhance indoor air quality, which improves cognitive function. Interior glass partitions facilitate access to natural light and promote social connection, both known to bolster community energy. Well organized spaces and high-quality materials create a welcoming environment—contributing to the overall user experience.

## BRAND

The image of the building will represent its purpose, with an aesthetic that visually communicates innovation in recreation and community development. The building will balance modern design and City design standards, existing in harmony with the fabric of its surroundings while elevating the facility as a state-of-the-art attraction. Designed for unending discovery, the building will draw people back again and again.

## DESTINATION

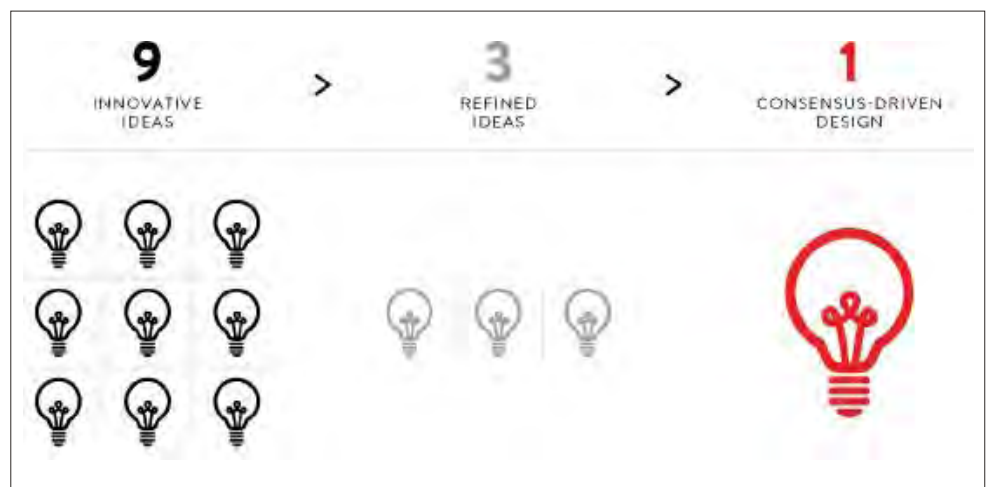
The building must create a memorable first and last impression, drawing people toward it with a design that is evocative, enabling visitors to experience the building in ways that inspire the human spirit. The facility will serve as a welcoming gesture of hospitality, inviting people to socialize and be inspired by the activities that unfold within.

A cross-disciplinary approach to recreation and sports facilities improves both the wellbeing of its members and the long-term vitality of the community. Robust amenities in a well-designed space attract new residents as well as tournament environments that people look forward to visiting and participating. Multi-modal spaces enhance building flexibility and adaptability, ensuring long-term relevance as the community focused facility.

## DESIGN AND DECISION MAKING

Our belief is that a successful project must have clear direction and parameters from the very beginning. Our process is designed to reconcile needs, costs, and schedule clearly and quickly.

'9 SQUARE' PLANNING APPROACH



One of the first tasks of the process is to work with the City of Santa Ana is to customize the techniques noted below to form an inclusive, effective decision-making and consensus-building organization. When the project is finished, we want the entire core group/design team to believe without doubt that all ideas were explored, and the very best design solution was executed.

Our approach to planning begins with a thorough review and understanding of the vision. We will investigate not only the focus on current design trends in indoor recreation and sports facilities, but also your fiscal framework as it relates to programming and operations. We understand that informed decisions made at the beginning of the project guide the best directions taken during the design phase.

The design team will review in detail all relevant information in context with the existing site, our findings from visits, conversations, and interactions with all key stakeholders. Early design workshops will be conducted with designated key staff to further our knowledge of specific desires, your current and anticipated needs, as well as outline all sustainable goals. Project goals, priorities, expectations, and key milestones will be established early on and used to benchmark the project's success.

The team assembled for this project strongly values the importance of listening and understanding the characteristics/uniqueness of each opportunity. Having completed numerous sports and recreation complexes across the country, our team is aware of many unique and key issues that are critical to the success of this project.

## ENGAGING COMMUNITY

We design with communities to create spaces where they can build community now and in the future. Our tailored engagement process is focused on place-making to help build consensus and shared ownership of the project. Community consensus and support during the design will be integrally linked to the success of the project. Our comprehensive process, assessment, communication, goal setting, and workshops allow us to design with the community. The key to achieving design and programming consensus is to provide an inclusive, transparent process that allows the community to understand design goals, while providing an opportunity for meaningful input.

## INTERACTIVE WORK SESSIONS

Interactive 'work sessions' are the baseline to our approach and will involve key personnel from the City and the design team. These work sessions define and explore issues, brainstorm concepts and reach conclusions.

It is anticipated that design team workshops will be one a month (in person) through construction documents. In addition, we recommend having a working video conference meeting (every 2 weeks) to address any issues that may come up throughout the process.

We are committed to sustainable or ecological design with every project. This means making sure that our design efforts work with our earth's ecological systems. Sustainable initiatives will be an integral part of this effort.

## COMMUNICATE

Iteration — in concert with you, our client — is a core part of our process. Our '9 Square' planning approach is a well-honed process of workshops and consensus building that allows project designs to evolve naturally and without roadblocks. The workshop approach concentrates involvement of stakeholders to make efficient use of their time, experience, and input while creating a positive buy-in to the major ideas behind the design concepts and why decisions have been made.

## CONSTRUCTION DELIVERY EXPERIENCE

With a national footprint, our team has extensive experience in all forms of construction delivery. For projects to be successful under this method, the architect must engage early on and maintain constant communication with the construction partner. Early involvement of the construction partner allows for critical, informative decisions to be made that in return save time and money.

## WE WILL MAKE IT HAPPEN

Our team philosophy is "we will make it happen." Our staff is trained to be resolution driven with a focus on execution and timely completion. We insist that all our sub-consultants share our same hands-on approach to our clients. Our goal on every project is to generate a successful project which is measured by client satisfaction. We are very successful in developing award winning projects, but this is not the sole driving force behind our project delivery approach. *Our number one goal on every project is a highly satisfied client.*



## QUALITY ASSURANCE

Quality Assurance and Quality Control are not singular events that occur once or twice during a project. They are ongoing processes that purposefully inform the entire project design, documentation and construction. To ensure we deliver on our commitment to quality and the results we promise, we have dedicated resources within our team to help facilitate the following:

**Build the Right Team** – We begin by dedicating hands-on senior leadership to the client and project, to bring depth of expertise and authority to adjust staff and resources as required.

**Establish Clear Roles and Accountability for Project Goals** – Our Project Plan makes responsibilities, milestones and deadlines clear to all team members, and weekly coordination meetings ensure that the overall project is progressing properly.

**Capitalize on the Best Collaboration Tools** -

- Building Informational Modeling (BIM)
- Newforma, a powerful project management tool that enhances collaboration
- Project Websites, a single repository for all information that provides protected access

**Be Proactive About Coordination** – The Project Plan includes work sessions for the entire team (including A&E teams) to discuss and resolve questions and coordination issues and to confirm your needs are being met throughout the evolution of the design.

**Conduct Deliberate Quality Assurance Reviews** – Peer reviews of construction documents are orchestrated at key points in the process and to help ensure that we are including all information the contractor needs.

**Maintain Staff Continuity** – By maintaining the same team throughout the project, project goals developed at inception and decisions made during the design are maintained through construction.

## QUALITY CONTROL

**Focus on Construction Contract Administration** – To ensure continuity of project goals, team members assigned to Construction Contract Administration have been part of the project team in design and production.

**Establish Teamwork** – We proactively educate the contractor on the project's history, goals and key design drivers. Our CA team works with the contractor and client representatives to establish expectations early in the construction phase to pro-actively provide guidance on project requirements and identify deficiencies.

**Manage the Process** – Well executed process management is crucial for any construction project. Timely decisions must be made to maintain the project schedule and minimize changes. We manage this activity through a protected project website that documents and tracks deadlines for submittals and approvals, RFI's, requests for change orders and project logs.



## WHO'S ON THE OTHER END OF THE TELEPHONE?

Little will lead the Construction Administration effort for your project. We will coordinate all project related correspondence; track submittals, shop drawings, and RFI's; and ensure timely responses so that the project stays on schedule.

## HOW DO YOU STAY AHEAD OF THE CONTRACTOR?

Our priorities during the construction phase include being proactive to remain constantly ahead of the contractor in shop drawing submittals and sample approvals, responses to RFI's, and on-site issue resolution.



## HOW DO YOU MANAGE THE PROCESS?

To stay on top of all issues throughout the construction phase, we use an electronic and protected CA website to track all construction-related information, which provides the following benefits:

- All project information resides in a single electronic file and is accessible from any location.
- Upcoming deadlines for submittals and approvals automatically appear in advance to enable us to identify critical path deadlines and make sure the contractor is aware of that deadline.
- All submittal and approval 'deadlines' and 'actuals' are clearly evident to the entire project team, which enhances accountability and provides an early warning system for delays.
- All Requests for Information and Change Orders are tracked in one location, providing a real-time log that holds all parties accountable for meeting each other's needs.
- In the absence of any team member, all other team members have immediate access to the information and are able to keep the project moving forward. The construction phase of the project is a critical one; decisions must be made in a timely fashion to assure that the project schedule is maintained and any changes to the project are kept to a minimum. As projects move into construction, the focus shifts to monitoring the performance of the contracts. The most schedule-critical part of our service is to provide timely submittal reviews, responses to questions and requests for information. Our team is committed to assisting the building process and will go beyond expectations to be proactive and engaged.

- Little takes our Quality Assurance and Quality Control very seriously, so when change orders arise on project, we react quickly to ensure quality is maintained and costs are under control. We will provide full design solutions and coordination with the contractor for any item that is an error or omission on the project, tracking these items on a spreadsheet that is made available to the owner.

## PROJECT CLOSEOUT

There are three components of the project close-out process that we feel are vital to the overall success of the project:

- **O&M Procedures:**  
We believe that our ability to document O&M procedures, as-built drawing, warranty, and legal requirements in a way that is usable to the College once you take occupancy is unparalleled in the design industry.
- **Post Occupancy Evaluation:**  
Typically conducted one year after building occupancy, Little will perform an evaluation to determine how the building is performing. This goes beyond the standard warranty walk-thru to determine overall functionality, durability, and user satisfaction.
- **Success Measurement:**  
Establishing goals and objectives in early Visioning Sessions sets the tone for follow up after the building is completed to evaluate and benchmark the success of the design as it relates to their impact on your bottom line; i.e. ability to positively impact the quality of education.

PROJECT/OWNER/LOCATION	SCOPE	Year Complete	CLIENT CONTACT
Kinesiology, Athletics & Aquatics Center Orange Coast College Costa Mesa, CA	13,000 SF (37,650 GSF of Conditioned Program; 9,250 GSF Shade Canopy; 65M x 75' Competition Pool; 25-Yard x 75' Instructional Pool); \$32M	2020	Ms. Rachelle Favis Program Manager 714.559.1449 rfavis1@cccd.edu
Locker Room Renovation Orange Coast College Costa Mesa, CA	Locker Room Renovation/Access Compliance; \$2,723,428.00	2020	Ms. Rachelle Favis Program Manager 714.559.1449 rfavis1@cccd.edu
Gender Neutral Restroom & Mother's Room Remodel San Diego Convention Center San Diego, CA	260 SF; Remodel/Renovation; ADA Access; \$125,000	2019	Ms. Jennifer Baker Project Manager 619.525.5263 jennifer.baker@visitsandiego.com
Verdugo Gym Glendale Community College Glendale, CA	16,400 SF; 2-Story Gym addition to existing Verdugo Gym; Seismic Upgrades; Sustainable & Wellness Design - LEED Certified; \$31M	2019	Ms. Silva Sorkazian Design & Construction Mgr. 818.561.0456 ssorkazian@glendale.edu
San Elijo Campus Student Services & Administration Building MiraCosta Community College Cardiff, CA	11,320 SF New Bldg.; Consolidated all Student Services under One Roof; Admin. Offices; Meeting Spaces; Bookstore; Healthcare Center; \$31M	2022	Mr. Tom Macias Director of Facilities 760.522.6838 tmacias@miracosta.edu
Oceanside Campus, B1000 Administration Building Renovation MiraCosta Community College Oceanside, CA	18,000 SF; Renovation to Admin. Bldg. on main campus housing entire college executive team; \$7M	2022	Mr. Tom Macias Director of Facilities 760.522.6838 tmacias@miracosta.edu
Skyline Hills Branch Library City of San Diego San Diego, CA	Updated Library to serve growing population in Community; Won the 2017 <i>Unique Special Project Merit Award</i> from AGC Build San Diego & 2018 <i>Construction Risk Partners Build America Award for buildings under \$10M New Construction</i> from the Association of General Contractors; \$8.8M	2017	Ms. Misty Jones Library Director 619.236.5870 LibraryDirector@sandiego.gov
Washington Elementary School Modernization & Library Pomona USD Pomona, CA	27,022 SF; Modernization/Additions; New Technology; Flexible Furniture; High-Performance, NextGen Learning Environments; WELL Building Design Concepts; \$34M	2019	Mr. Ed Cunningham Principal, LCC3 909.476.3567 ed@lcc3.com
Sonora HS Gym Fullerton JUHSD Fullerton, CA	New 2-story gym, 28,000 SF, w/weight training, dance, lobby, support spaces, sitework; \$13,191,911	2019	Mr. Todd Butcher (retired) Former Director of Facilities 951.453.0163 turfworld1@icloud.com
Duarte High School Sports Complex Duarte USD Duarte, CA	Sports Complex	In Progress	Mr. Brad Patterson (retired) Former Chief Facilities Officer 626.203.3039 bpatt5352@gmail.com
South Orange County Community College District Mission Viejo, CA & Irvine, CA	<ol style="list-style-type: none"> <li>1. Saddleback College, TAS Swing Space II</li> <li>2. Irvine Valley College, ADA Upgrades Phase I</li> <li>3. Saddleback College, PE Renovation</li> <li>4. District-Wide ADA Upgrades/District Warehouse Canopy</li> <li>5. Saddleback College, Parking Lots 10, 11, 12, 13 Resurfacing</li> </ol>	<ol style="list-style-type: none"> <li>1. 2017</li> <li>2. 2020</li> <li>3. 2020</li> <li>4. 2022</li> <li>5. 2021</li> </ol>	Mr. Park Davis Assistant Director, Facilities Capital Outlay Projects (Acting) 949.943.4610 pdavis7@ivc.edu

PROJECT/OWNER/LOCATION	SCOPE	Year Complete	CLIENT CONTACT
Building C Site Barrier Removal Pasadena City College Pasadena, CA	ADA Compliance Upgrades; Reconstructing Drainage Lines; \$450,000	2019	Mr. Richard Laret Executive Director of Facilities & Construction Services 626.585.7691 rlaret@pasadena.edu
Moorpark College Signage & Wayfinding Ventura Co. Community College District Moorpark, CA	Branding/Signage/Wayfinding	2021	Mr. John Sinutko Director of Facilities 805.378.1454 jsinutko@vcccd.edu
Facilities Master Plan Charlotte-Mecklenburg Library Charlotte, NC	FMP to ensure future capital investments made throughout the County are maximized & targeted to address existing users. The plan will be utilized in the upcoming Mecklenburg Co. Capital Improvement Plan budget process for the FY2024-2028 5-year plan.	In Progress	Ms. Becky Miller Project Manager 704.578.9998 Becky.Miller@mecklenburgcountync.gov
Wilson Family YMCA & Teen Center YMCA of the Triangle Wilson, NC	3-Story Bldg; State-of-the-Art Wellness Venue for Teens & YMCA Members; Multi-Functional Gym; Exercise Equipment Area; Studios/ Natatorium; Pool; Community Meeting Areas	In Progress	Mr. Tim Carr Real Estate & Facility Mgmt. 919.719.9622 Tim.Carr@YMCATriangle.org
Student Union Campbell University Buies Creek, NC	Meeting Spaces; Food Service; Fitness; Retail; Student Services	2019	Mr. Scott Phillips Dir. of Facilities Mgt. 910.893.1610 phillipss@campbell.edu
Government Center South & Library Harnett County Lillington, NC	58,000 SF plus 6,000 SF Addition; Consolidation of Library/Training Center/Admin Offices for County; Meeting Spaces; Training Areas; \$22.2M	2021	Mr. Steve Ward Director of Public Utilities 910.893.7575 sward@harnett.org
Warlick Family YMCA Gaston County YMCA Gastonia, NC	48,000 SF; Multi-Functional Gym; (2) Pool Aquatic Center; Land Planning; Fundraising Assistance; Admin. Offices; 2-Story Kids Adventure Climbing Station; Cafe; Boathouse; Chapel; Athletic Fields; \$15,968,893	2018	Ms. Michelle Bowers Executive Director 704.810.8597 mbowers@gastonymca.org
Taylor Family YMCA & Cary Aquatic Center YMCA of the Triangle Cary, NC	15,000 SF; Zero-Entry Kids Pool; Secure Vestibules & Lobby; Locker Rooms; Land Planning; Pool Design; Some Elements are LEED Certified	2020	Mr. Tim Carr Real Estate & Facility Mgmt. 919.719.9622 Tim.Carr@YMCATriangle.org
Main Library Interior Renovation & ADA Upgrades Gaston County Library Gastonia, NC	Facilities Assessments; Interior Renovation; ADA Compliance Upgrades	In Progress	Ms. Sara Gilbert-Kay Project Coordinator 704.862.6627 sara.gilbert-kay@gastongov.com
Valerie Woodard Center Phase III Mecklenburg County Charlotte, NC	Community Support Spaces; County Office Spaces; Conference & Training Rooms; Flexible/Adaptable Spaces; Healthy Work Spaces; LEED Platinum Certified - the first in the County; \$62,649,810	2019	Mr. Steven Sweat, AIA, LEED AP 980.314.2521 steven.sweat@mecklenburgcountync.gov
Community Center Holy Cross Catholic Church Orlando, FL	1,000-person Facility; Flexible Meeting Rooms; Large Gathering Space; Improved Parking; Site Improvements	2019	Father Esau Garcia 407.931.6226 egarcia@hcchurch.org





**OWNER CONTACT:**  
 Ms. Linda Owens  
 Director of Facilities  
 310.900.1600 ext. #2606  
 lowens@compton.edu

**COST:**  
 \$2.1M

**YEAR COMPLETE:**  
 2020

**PROJECT RELEVANCE:**

- Public Entity Projects
- Police/Public Service Building

## COMPTON COLLEGE: COLLEGE POLICE/ PUBLIC SAFETY BUILDING

*Compton, CA*

The Compton Public Safety Building is the campus' hub for Campus Police related operations. The facility serves as a dispatch, training facility, and support space for campus officers and serves as the student, administrators, and public touch point to campus safety.

The project was charged with the task of providing high security, meeting the complex daily needs of campus officers and their equipment, and implementing a layout that would boost officer's efficacy. A key component of hitting these priorities was the team's interactive and immersive activities during the programming and schematic phase of the project. The users and stakeholders of the project were asked to think about specific spaces, how they are used, and were asked to assemble bits and pieces of the program to come up with a facility that reflected their needs. The finalized design not only addresses the needs of the College but responds to the existing site along Artesia Blvd, environmental conditions, and campus appeal.

Services: Architectural Design | Landscape Architecture







#### OWNER CONTACT:

Silva Sorkzian  
Facilities Project Manager  
Glendale Community College District  
T. 818.561.0456  
E. ssorkzian@glendale.edu

#### SF & COST:

16,400 SF | \$31M

#### YEAR COMPLETE:

2022

#### PROJECT RELEVANCE:

- Public Entity Project
- Gym
- Locker Rooms
- Fitness Rooms
- Sustainable & Wellness Design
- LEED Certified Project
- Seismic Upgrades

## GLENDALE COMMUNITY COLLEGE: VERDUGO GYM EXPANSION & ADA/ SEISMIC UPGRADES

*Glendale, CA*

This project consists of a new \$31M, 16,400 SF, 2-story gym addition to the existing Verdugo Gym. The new structure is steel framed at the upper gym level with buckling restrained braced frames for seismic, resting on a concrete podium for locker and fitness rooms at the lower level.

The scope also included a voluntary seismic upgrade to the existing 39,000 SF Verdugo Gym, a concrete structure with a wood sheathed roof. The upgrade focused on properly anchoring the concrete walls to the roof.

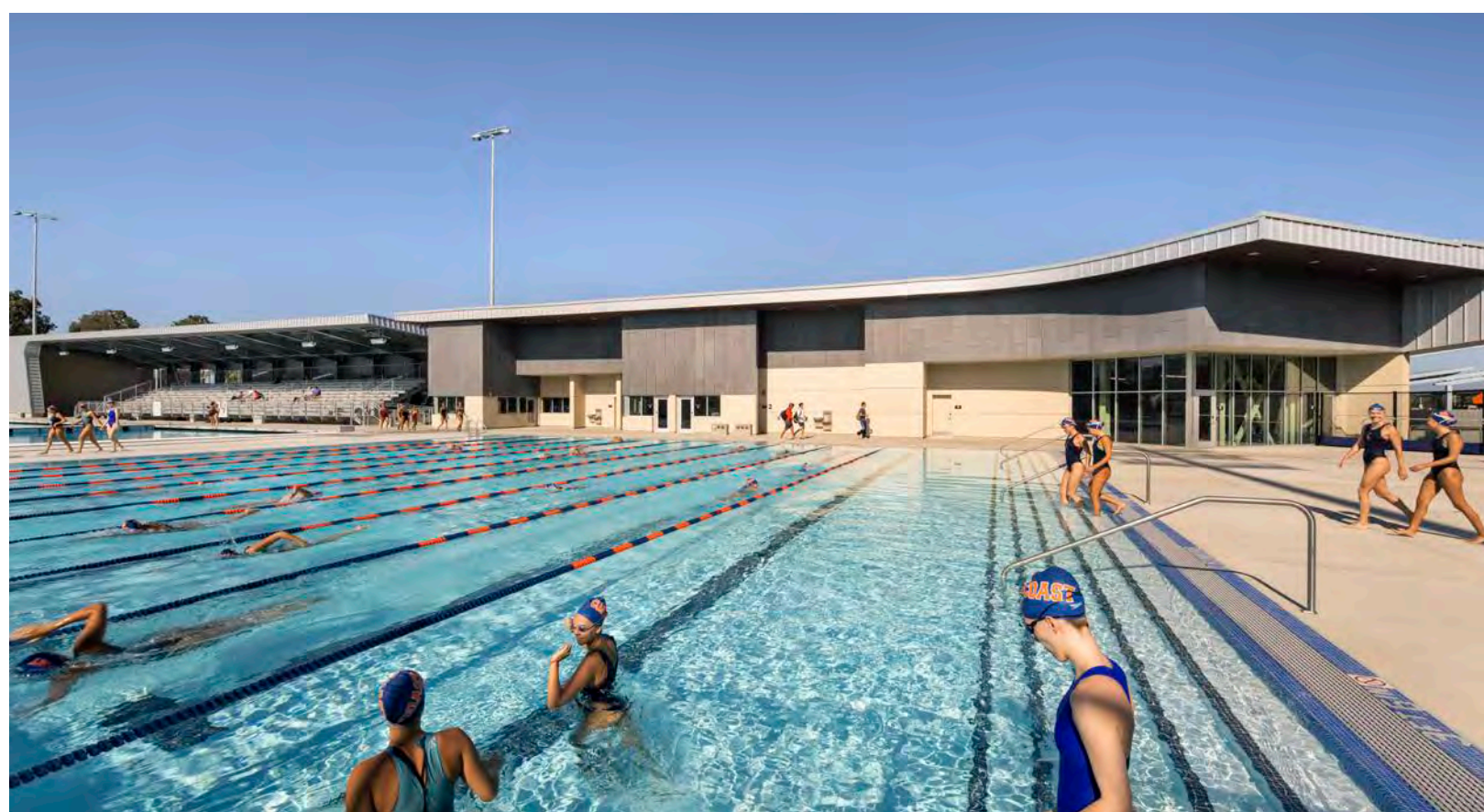
This project incorporated sustainable and wellness design and pursued LEED certification.

#### Services:

Architectural Design | Landscape Architecture | Land Development | Civil Engineering | Structural Engineering





**OWNER CONTACT:**

Ms. Rachelle Favis  
Program Manager  
714.559.1449  
rfavis1@cccd.edu

**PROJECT RELEVANCE:**

- Public Entity Project
- Aquatic/Athletic/Kinesiology Complex
- Pools
- Gathering Spaces

**SF & COST:**

113,000 SF | \$32M

**YEAR COMPLETE:**

2020

## ORANGE COAST COLLEGE: KINESIOLOGY, ATHLETICS, & AQUATICS COMPLEX

*Costa Mesa, CA*

The project was a product of a truly collaborative effort between OCC's Kinesiology & Athletics division and Little. During the early stages, the Division's goals were defined through visionary & programming exercises. These goals guided the team in tackling both design & budgetary challenges throughout the project, which was conceptualized w/the simple idea of "movement" to reflect a key characteristic of both kinesiology & athletics. Movement is reflected in the architectural elements that flow from the northern welcoming wing of Division Offices & Athletic Training to the southern end facilitating aquatics. The complex houses programs such as adapted PE, equipment management, and locker and team rooms. Working with an ambitious program, tight site, and budget constraints, among other challenges, the success of this project was a result of the team effort between the college and Little. The project included 113,000 SF (37,650 GSF of Conditioned Program; 9,250 GSF Shade Canopy; 65M x 75' Competition Pool; 25-Yard x 75' Instructional Pool).

**Services:**

Architectural Design | Landscape Architecture | Land Development | Civil Engineering | Structural Engineering





**OWNER CONTACT:**

Ms. Misty Jones  
Library Director  
619.236.5870  
LibraryDirector@sandiego.gov

**SF & COST:**

6,745 SF | \$8.8M

**YEAR COMPLETE:**

2017

**PROJECT RELEVANCE:**

- Public Entity Project
- Aquatic/Athletic/Kinesiology Complex
- Pools
- Gathering Spaces

## CITY OF SAN DIEGO: SKYLINE HILLS BRANCH LIBRARY

*San Diego, CA*

The Skyline-Paradise Hills Community had seen 60% growth in population over the past 40 years. Boasting one of the most diverse populations in San Diego, the Branch seeks to serve as a 'gateway' and civic 'signature' into a unique community that celebrates diversity and growth through education. In response to this need, Little developed DREAM, HOPE, INSPIRE, a design mission centered around inspiring life-long learning through connection to knowledge and vice versa. Weaving this concept throughout our design fulfilled the Community's desire for a 21st Century library that celebrates community, rich languages, and a love of reading for pleasure. The philosophical design response seeks to "Improve the Human Condition," understanding that learning and growth happen holistically through mind, body and spirit enrichment. Human senses of touch, sight, taste, smell and hearing was stimulated through fragrant gardens, inspirational architecture, technologies, food service, creative learning space, interactive art, audiovisual stimulation and collaborative assembly space. The design aesthetic was a timeless inspirational design with cultural diversity celebrated through ethnic arts installations emphasizing the themes of DREAM, HOPE, INSPIRE.

**Services:**

Architectural Design | Advanced Building Technologies |  
LEED Consulting | Concept Development



# CLIENT REFERENCES

## BYROM-DAVEY

Mr. Steve Davey, President

T. 858.513.7199 | E. [steved@byrom-davey.com](mailto:steved@byrom-davey.com)

- Oxnard UHSD, (6) HS Stadium Replacement Projects, Oxnard, CA
- Long Beach USD, Wilson HS & Cabrillo HS Track & Field Projects, Long Beach, CA
- Los Angeles USD, Roosevelt & Garfield, Los Angeles, CA (Design-Build Competition)

## FULLERTON JUHSD

Mr. Todd Butcher (retired)

Former Director of Facilities at Fullerton JUHSD

Former Construction Director at Santa Ana USD

T. 951.453.0163 | E. [turfworld1@icloud.com](mailto:turfworld1@icloud.com)

- Santa Ana USD, Garfield ES Community Center
- Fullerton JUHSD, Sonora HS Gym, Fullerton, CA
- Fullerton JUHSD, Historic Auditorium Seismic & ADA Upgrades, Fullerton, CA

## DUARTE USD

Brad Patterson (retired)

Former Chief Facilities Officer

T. 626.203.3039 | E. [bpatt5352@gmail.com](mailto:bpatt5352@gmail.com)

- Duarte HS Sports Complex, Duarte, CA
- Duarte HS Culinary Arts, Duarte, CA

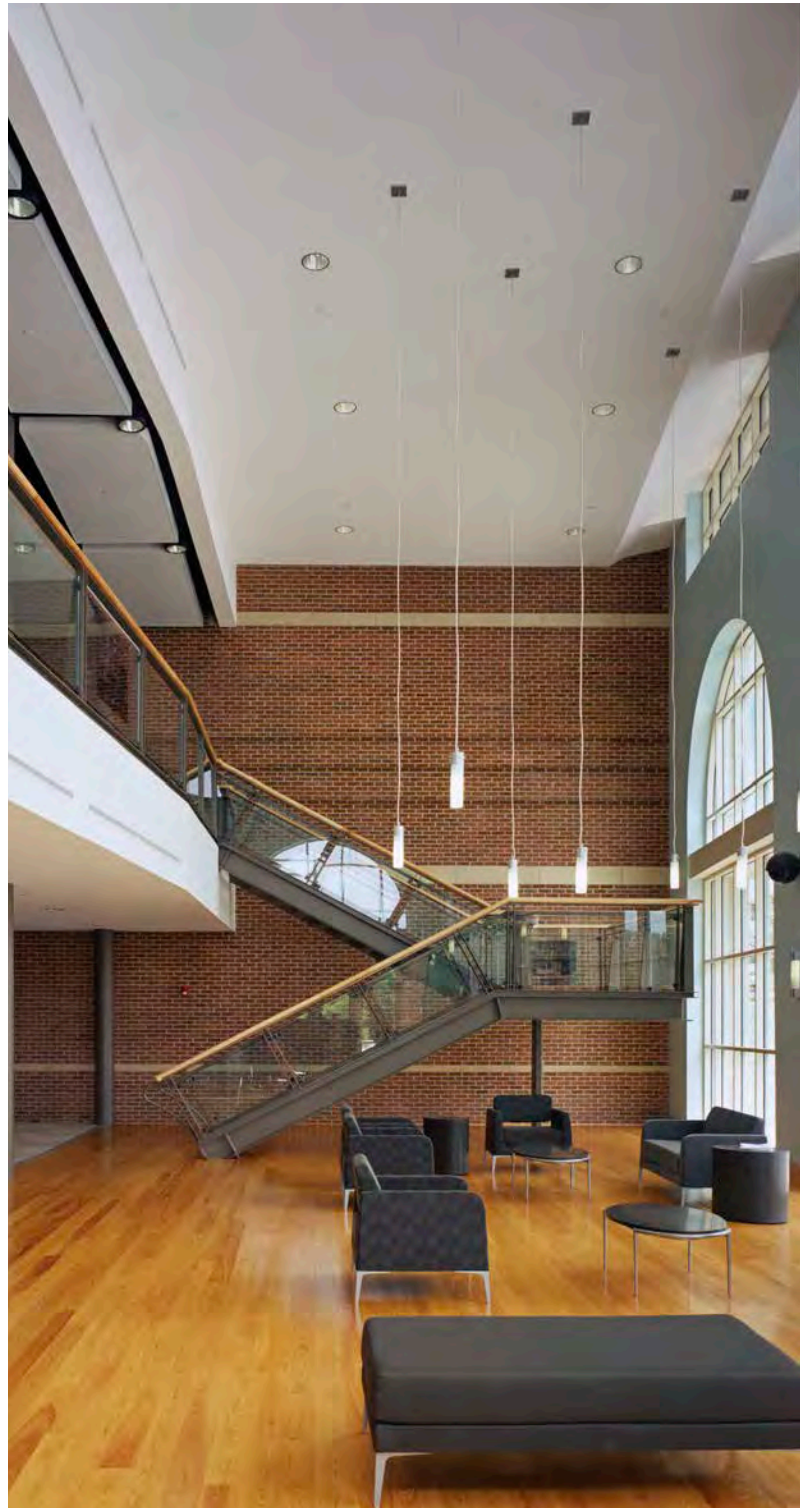
## OXNARD UHSD

Mr. Poul Hanson

District Bond Projects Manager

T. 805.385.2683 | E. [Poul.hanson@oxnardunion.org](mailto:Poul.hanson@oxnardunion.org)

- Oxnard UHSD, (6) HS Stadium Replacement Projects, Oxnard, CA







# 2

## SCOPE OF SERVICES & SCHEDULE



**TASK 1: PRE-DESIGN**

Preliminary design shall include Kick-off meeting with City Staff (representatives from Public Works Agency and Santa Ana Library) to discuss scope of work, project goals and objectives, potential elements and issues, schedule, review of existing information and site investigation.

- Deliverables shall include a Work Task Plan, Schedule, Geotechnical Report and Site Survey. Work Plan should include key milestones and highlight tasks associated with historical registry requirements.

**TASK 2: CONCEPT DESIGN**

Concept design shall include up to three (3) meetings with City Staff to brainstorm and review potential layouts. Additionally, outreach shall be conducted in up to three (3) public meetings to provide the community an opportunity to review the concept designs and provide input. Please provide creative methods used to engage the community on needs and priorities while keeping the project on schedule. i.e. workshops, online polls.

- Deliverables shall include up to three (3) schematic concept designs, with a minimum of six (6) perspective drawings/renderings for each the following: exterior from Civic Center Dr., main level book stacks, kid's area, teen space, Santa Ana History Room and east entrance from exterior for fundraising and use in presentations to potential library donors, would also be required.
- Final Concept shall be approved by City Staff

**TASK 3: DESIGN DEVELOPMENT (50% PLANS)**

Design development will involve the schematic development of plans based on the approved conceptual design plan, which shall include but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing,, architectural design, landscape architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, draft technical specifications and "opinion of estimated cost".

- Deliverables shall include a 50% set of plans, including site section studies, draft specification, "Opinion of Probable Cost".

**TASK 4: CONSTRUCTION DOCUMENTS (90% AND 100% PLANS)**

Construction Documents (CDs) shall include finalizing approved deliverables from the Design Development phase. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.

- Deliverables shall include 90% and 100% plans, structural calculations, CASP report, final technical specifications, finalized "Opinion of Probable Cost". 100% plans will go through a constructability review that could lead to comments and recommendations that should also be addressed and completed as part of this deliverable.

*Plans:* Plans shall include, but are not limited to the following:

- Title Sheet
- Civil Engineering
  - » Site Erosion Plan
  - » Parking lot along Ross Street with Access Control (parking meters, gate, bollards, etc.)
  - » Horizontal and Vertical Control Plan
  - » Grading And On-Site Drainage Plan
  - » Site Utility Plan
- Landscape Architectural
  - » Site Layout/Construction Plans And Details (including plumbing)
  - » Site Sections, as applicable
  - » Planting Plans/Details/Notes
  - » Irrigation Plans/Details/Calculations/Notes
- Architectural
  - » Demolition Plans (Basement, 1st, & 2nd Floors)
  - » Construction Plans (Basement, 1st, & 2nd Floors)
  - » Reflected Ceiling Plans (Basement, 1st, & 2nd Floors)
  - » Furniture Plans (Basement, 1st, & 2nd Floors)
  - » Exterior Elevations
  - » Interior Elevations
  - » Mechanical and Plumbing Plans/T-24
  - » Electrical Plans, as applicable
  - » Architectural Details
  - » Structural Calculations

- » Door/Window/Finish Schedules, as applicable
- » ADA Path of Travel design and/or signage Plan
- Structural Engineering
  - » Structural Design and Detailing
- Mechanical Engineering & Plumbing
- Electrical Engineering
  - » Electrical Site Plan to include walkway/parking lot lighting, irrigation.
  - » Photometrics.
  - » Location of panels, switchgear, meters
  - » Schedules
  - » Details
  - » Notes, specifications
  - »

**Plan Check & Permits:** Construction drawings shall be in accordance with the 2019 California Building Code and will require review/approval by the City Planning and Building Agency. Additionally, this would be subject to review by the Historic Resources Commission.

#### TASK 5: BID ADVERTISEMENT, CONSTRUCTION ADMINISTRATION, RECORD DRAWINGS:

- **Bid Advertisement:** Consultant shall provide support to the City during the Bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-bid meeting, if scheduled.
- **Construction Administration:** Consultant shall provide support to the City during the Construction Administration phase by assisting with questions, requests for information/clarification, and/or reviewing submittals.
- **Record Drawings / As-built Plans:** Upon construction completion, consultant shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for City archives.

## SCHEDULE

*The start of all tasks is contingent upon our authorization to proceed.*

<b>TASK 1: PRE-DESIGN</b>	<b>2 WEEKS</b>
<b>TASK 2: CONCEPT DESIGN</b>	<b>4 WEEKS</b>
<b>TASK 3: DESIGN DEVELOPMENT</b>	<b>6 WEEKS</b>
<b>TASK 4: CONSTRUCTION DOCUMENTS</b>	<b>10 WEEKS</b>
<b>TASK 5: AGENCY APPROVALS</b>	<b>4 WEEKS</b>
<b>TASK 6: BID &amp; AWARD</b>	<b>8 WEEKS</b>
<b>TASK 7: CONSTRUCTION ADMINISTRATION</b>	<b>12 MONTHS</b>



4

CERTIFICATIONS

**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

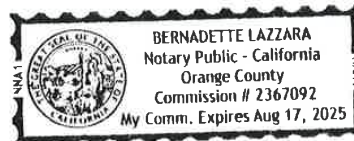
State of California

County of ORANGE

A notary public or other officer completing this certificate certifies that the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me on this 19th day of October, 2022, by Jay Title, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
\_\_\_\_\_  
Notary Public Signature



Notary Public Seal



**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any 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, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

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 or her bid or proposal that he or 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.

Firm Little Diversified Architectural

Signed and Printed Name: Jay Tittle, AIA , ALEP

Title Studio Principal

Date 10.21.2022

<p style="text-align: center;"><b>Appendix</b> <b>ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION</b> <b>CERTIFICATIONS</b></p>
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The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

  
Jay Tittle, AIA , ALEP

Title:

Studio Principal

Firm:

Little Diversified Architectural

Date:

10.21.2022





## ATTACHMENTS





**RESUMES**



## JAY TITTLE

AIA, ALEP

### PRINCIPAL-IN-CHARGE/ DESIGN PRINCIPAL

LITTLE

#### EDUCATION:

- B.S., Architecture, California State Polytechnic University, San Luis Obispo, CA

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Architect, State of CA (#C12955)
- Accredited Learning Environments Planner (ALEP)
- American Institute of Architects (AIA)
- Coalition for Adequate School Housing (CASH)
- Association for Learning Environment (A4LE)

#### YEARS OF EXPERIENCE:

- 38 Years of Experience
- 31 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 5%

Jay has over 30 years of experience in the planning, design, and renovation of California K-12 campus' and community projects, stressing a commitment to design, project management, facility planning, quality control, and contract administration. He began his career in educational design with the twin campus of Bernardo Heights Middle School/ Rancho Bernardo High School for Poway USD, the largest State-funded project in California at the time.

*This experience inspired a passion for collaborating with communities and their leaders, educators, students, and stakeholders. This passion was fueled by his ability to create impactful learning environments and community spaces which often represent breakthrough ideas for school districts and communities that improve the lives of end-users and students.*

He is a hands-on leader and is actively engaged during all phases of every project to ensure consistency in leadership and to provide effective communication and coordination. As an adept and strategic problem solver, Jay has demonstrated an ability to work with divergent community groups and to bring forth solutions that all parties adopt as their own. So what does this mean for your project? It means that Jay will bring forth these skills throughout to achieve your goals relative to program, schedule and budget. Jay's depth of experience on all types of buildings and projects is one of the benefits his clients' enjoy. The thoughtfulness and creativity of his designs is a powerful combination that benefits each client he works with.

#### RELEVANT PROJECT EXPERIENCE:

- Santa Ana USD, Garfield Community Center - Santa Ana, CA
- Santa Ana USD, Segerstrom/YMCA Aquatics Center - Santa Ana, CA
- Santa Ana USD, Century HS Classroom Addition - Santa Ana, CA
- Santa Ana USD, Garfield ES Addition - Santa Ana, CA
- Santa Ana USD, Spurgeon Intermediate School Classroom Addition - Santa Ana, CA
- Antelope Valley College, Performing Arts Center - Lancaster, CA
- Victor Valley College, Music Bldg. Renovation - Victorville, CA
- Fullerton JUHSD, Sonora HS Gym - Fullerton, CA
- Fullerton JUHSD, Aquatics Complex - Fullerton, CA
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- Long Beach USD, Wilson HS & Cabrillo HS Track & Field Projects - Long Beach, CA
- Oxnard UHSD, (6) HS Stadium Replacement Projects - Oxnard, CA
- Montebello USD, Schurr HS Aquatic Center - Montebello, CA
- Pomona USD, Washington ES Modernization & Additions incl. Library - Pomona, CA
- Pomona USD, Roosevelt ES Modernization & Additions - Pomona, CA
- La Habra SD, Washington MS Gym - La Habra, CA
- Ojai USD, Matilija MS Gym & Parking Lot - Ojai, CA
- Tustin USD, Tustin HS Quad - Tustin, CA
- Tustin USD, Tustin HS 2-Story Classroom Addition - Tustin, CA
- William S. Hart UHSD, Canyon HS Performing Arts Center - Santa Clarita, CA
- Antelope Valley UHSD, Eastside HS - Lancaster, CA





## JIM CORDOVA

SFLA

### TEAM LEADER

LITTLE

#### EDUCATION:

- CASH, School Facilities Leadership Academy (SFLA) Graduate

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Coalition for Adequate School Housing (CASH)

#### YEARS OF EXPERIENCE:

- 38 Years of Experience
- 30 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 10%

Jim is a thoughtful and client-focused project director and team leader with more than 38 years of experience focusing on California K-12 campus environments. He is a recent graduate of the CASH Leadership Academy. Jim oversees projects from beginning to end to ensure client satisfaction every step of the way by providing oversight to the design and construction team. His dedication to selfless client service coupled with his deep expertise and relationships with DSA gives him the perspective to creatively solve any issue that may arise along the way in a timely manner to keep you, the contractor, and the team happy and engaged. Jim's career includes working on a variety of complex projects in multiple delivery methods, as well as local and State Funded projects.

#### RELEVANT PROJECT EXPERIENCE:

- Glendale Community College, Verdugo Gym - Glendale, CA
- MiraCosta Community College, San Elijo Campus Student Services & Administration Building - Cardiff, CA
- MiraCosta Community College, Oceanside Campus B1000 Administration Building Renovation - Oceanside, CA
- Ventura County CC District, Moorpark College Signage & Wayfinding - Moorpark, CA
- Pasadena City College, Building C Site Barrier Removal - Pasadena, CA
- Pasadena City College, Galloway Plaza Cafe - Pasadena, CA
- South Orange Co. CC District, Saddleback College, TAS Swing Space II - Mission Viejo, CA
- South Orange Co. CC District, Saddleback College, PE Renovation - Mission Viejo, CA
- South Orange Co. CC District, Saddleback College, Parking Lots 10, 11, 12, 13 Resurfacing - Mission Viejo, CA
- South Orange Co. CC District, District-Wide ADA Upgrades/District Warehouse Canopy - Mission Viejo, CA & Irvine, CA
- South Orange Co. CC District, Irvine Valley College, ADA Upgrades, Phase I - Irvine, CA
- San Bernardino Valley College, Media & Communications - San Bernardino, CA
- San Bernardino Valley College, North Hall - San Bernardino, CA
- San Bernardino Valley College, Chemistry/Physical Sciences Building - San Bernardino, CA
- CA State University Fresno, McLane Hall - Fresno, CA
- Santa Ana USD, Garfield Community Center - Santa Ana, CA
- Santa Ana USD, Segerstrom/YMCA Aquatics Center - Santa Ana, CA
- Santa Ana USD, Century HS Classroom Addition - Santa Ana, CA
- Santa Ana USD, Garfield ES Addition - Santa Ana, CA
- Santa Ana USD, Spurgeon Intermediate School Classroom Addition - Santa Ana, CA
- Pomona USD, Washington ES Modernization & Additions incl. Library - Pomona, CA
- Pomona USD, Roosevelt ES Modernization & Additions - Pomona, CA
- Montebello USD, Schurr HS Aquatic Center - Montebello, CA
- Fullerton JUHSD, Sonora HS Gym - Fullerton, CA
- Long Beach USD, Shade Structures - Long Beach, CA
- La Habra SD, District-Wide Shade Structures - La Habra, CA
- Compton USD, Bunche MS & Dominguez HS Marquee Projects - Compton, CA



## FARNAZ MAHJOOB

WELL AP

### SENIOR PROJECT MANAGER

LITTLE

#### EDUCATION:

- Bachelor of Architecture, CA Polytechnic University, Pomona

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- WELL Accredited Professional

#### YEARS OF EXPERIENCE:

- 11 Years of Experience
- 10.5 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 45%

Farnaz has been involved with a variety of project types from programming to construction, extensively in the public education and community markets with an emphasis on K-12 schools.

As Senior Project Manager, she will work directly with the entire team including the consultants during the course of the project to ensure the delivery of a well-coordinated project. She is also involved with the project budget schedule and client relationship. She understands the unique processes of Division of State Architect and has exceptional organizational skills.

#### RELEVANT PROJECT EXPERIENCE:

- Santa Ana USD, Garfield Community Center - Santa Ana, CA
- Pasadena City College, Building C Site Barrier Removal - Pasadena, CA
- Pasadena City College, Galloway Plaza Cafe - Pasadena, CA
- Santa Monica College, Arts Complex - Santa Monica, CA
- City of San Diego, Skyline Hills Branch Library - San Diego, CA
- Glendale Community College, San Gabriel Building First Floor Renovation - Glendale, CA
- Glendale Community College, Verdugo Gym - Glendale, CA
- South Orange Co. CC District, District-Wide ADA Upgrades/District Warehouse Canopy - Mission Viejo, CA & Irvine, CA
- South Orange Co. CC District, Saddleback College Quad - Mission Viejo, CA
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- Fullerton JUHSD, Sonora HS Gym - Fullerton, CA
- Oxnard UHSD, (6) HS Stadium Replacement Projects - Oxnard, CA
- Pomona USD, Washington ES Modernization & Additions incl. Library - Pomona, CA
- Pomona USD, Roosevelt ES Modernization & Additions - Pomona, CA
- Santa Cruz County Office of Education, Green Valley Community School - Santa Cruz County, CA
- Monterey County Office of Education, Salinas Community School - Salinas, CA
- Long Beach USD, Shade Structures - Long Beach, CA
- La Habra SD, District-Wide Shade Structures - La Habra, CA
- Ojai USD, Matilija MS Gym & Parking Lot - Ojai, CA
- Ojai USD, Matilija MS Library Renovation - Ojai, CA
- Santa Monica-Malibu USD, Muir ES Modernization - Santa Monica, CA
- Tustin USD, Tustin HS 2-Story Classroom Addition - Tustin, CA
- Charter Oak USD, Asset Management Study - Covina, CA
- Inglewood USD, Facilities Master Plan - Inglewood, CA
- Los Angeles USD, Westminster ES - Los Angeles, CA
- Simi Valley USD, Royal HS Master Plan - Simi Valley, CA

Santa Ana USD, Garfield Community Center - Santa Ana, CA







## ARACELI KRUL

### SENIOR PROJECT DESIGNER LITTLE

#### EDUCATION:

- Bachelor of Architecture, Polytechnic University of Pomona, CA
- National Technical University of Athens, International Program, Athens, Greece

#### YEARS OF EXPERIENCE:

- 21 Years of Experience
- 11 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 30%

Araceli has designed projects that are sensitive to the end-user and involve the community in the design process. She is experienced in master planning, phasing, community design charrettes, schematic design, interior design, design development and construction documentation of a wide variety of building types including community centers, aquatic complexes, educational facilities, commercial buildings, and more.

She has also designed projects with a focus on Green Building Design and CHPS. Araceli has worked on Design-Build Projects with a focus on design and coordination with consultants and has worked closely with our clients to ensure the development of the appropriate architectural expression with regard to aesthetics, function, flexibility, cost, and client satisfaction.

#### RELEVANT PROJECT EXPERIENCE:

- Santa Ana USD/City of Santa Ana, Garfield Community Center - Santa Ana, CA
- Santa Ana USD, Garfield ES CR Building - Santa Ana, CA
- Pasadena City College, Galloway Plaza Cafe - Pasadena, CA
- College of the Sequoias Tulare Center for Technology & Agriculture, COS Nursing, and COS Administration Remodel - Visalia, CA
- Antelope Valley College, Performing Arts Theater, Lancaster, CA
- Long Beach Community College, Science/ Technology Center Competition
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- Montebello USD, Schurr HS Aquatic Center - Montebello, CA
- La Habra SD, Las Positas/Imperial K-8 Conversion - La Habra, CA
- La Habra SD, District-Wide Shade Structures - La Habra, CA
- Ojai USD, Matilija MS Quad - Ojai, CA
- Monterey County Office of Education, Bard Blades School - Salinas, CA



Santa Ana USD, Garfield Community Center -  
Santa Ana, CA



Santa Ana USD, Garfield Elementary School -  
Santa Ana, CA



## MARGARITA MARTINEZ

### PROJECT FACILITATOR

LITTLE

#### EDUCATION:

- B.A., Business Administration, University of Devry

#### YEARS OF EXPERIENCE:

- 16 Years of Experience
- 16 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 20%

Margarita has over 16 years of experience as a closeout specialist with Little. She organizes and processes forms necessary to close school district projects with certification through the Division of the State Architect (DSA). In addition to maintaining relations with DSA, she researches and compiles information and documentation on contractors, inspectors, engineers and consultants that are needed for DSA certification and close of file. She maintains correspondence internally with staff to ensure documents are compiled and accurate for DSA submittal. She is thoroughly detail oriented and tenacious...and always with a smile.

#### RELEVANT PROJECT EXPERIENCE:

- MiraCosta Community College, Oceanside Campus B1000 Administration Building Renovation - Oceanside, CA
- South Orange Co. CC District, Saddleback College Quad - Mission Viejo, CA
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- La Habra SD, District-Wide Shade Structures - La Habra, CA
- Pomona USD, Washington ES Modernization & Additions incl. Library - Pomona, CA
- Pomona USD, Roosevelt ES Modernization & Additions - Pomona, CA
- Antelope Valley UHSD, Eastside HS - Lancaster, CA
- Palmdale SD, (10) School Modernizations - Palmdale, CA
- Tustin USD, Foothills HS & Tustin HS Master Plan & Transformation Projects - Tustin, CA
- Tustin USD, Tustin HS 2-Story Classroom Addition - Tustin, CA
- Oxnard UHSD, (6) HS Stadium Replacement Projects - Oxnard, CA
- Compton USD, Centennial HS; Dominguez HS; & Bunche MS Marquee Projects - Compton, CA
- Corona Norco USD, Scoeboard & Marquee Projects - Corona, CA
- Monterey County Office of Education, Salinas Community School - Salinas, CA
- Monterey County Office of Education, Bard Blades School - Salinas, CA
- Long Beach USD, Shade Structures - Long Beach, CA
- Montebello USD, Bell Gardens Fire Alarm Project - Montebello, CA
- Ojai USD, Matilija MS Gym & Parking Lot - Ojai, CA
- Ojai USD, Matilija MS Library Renovation - Ojai, CA
- Ojai USD, Meiners Oak ES Field Renovation - Ojai, CA
- Ojai USD, Topa Topa Field Renovation - Ojai, CA
- Ojai USD, Mira Monte Field Renovation - Ojai, CA
- Palmdale SD, David G. Millen Intermediate School - Palmdale, CA
- Palmdale SD, Palmtree ES - Palmdale, CA
- Santa Monica-Malibu USD, Muir ES Modernization - Santa Monica, CA
- Temple City USD, Cloverly ES Modernization Phases 1 & 2 - Temple City, CA
- Temple City USD, La Rosa ES Modernization Phases 1 & 2 - Temple City, CA
- William S. Hart UHSD, Canyon HS Auditorium - Santa Clarita, CA
- Keppel USD, Daisy Gibson Relocatable - Palmdale, CA



## OTIS BLACKMON

RA

### QA/QC REVIEWER

LITTLE

#### EDUCATION:

- Bachelor of Arts, University of California, Berkeley

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

Registered Architect, State of CA [#C-24040]

#### YEARS OF EXPERIENCE:

- 46 Years of Experience
- 19 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 10%

Otis is a key advisor to the entire Team regarding QA/QC, technical and documentation solutions, as well as Construction Phase team dynamics.

He has extensive design and construction experience with community projects, higher education, and K-12 schools and clearly understands the unique processes of the DSA. He will bring his 46 years of experience and in-depth skills to benefit the City of Santa Ana.

#### RELEVANT PROJECT EXPERIENCE:

- Compton College, Campus Police - Compton, CA
- Orange Coast College, Kinesiology, Athletics, & Aquatics Center - Costa Mesa, CA
- Santa Monica College, Arts Complex - Santa Monica, CA
- MiraCosta Community College, San Elijo Campus Student Services & Administration Building - Cardiff, CA
- MiraCosta Community College, Oceanside Campus B1000 Administration Building Renovation - Oceanside, CA
- South Orange Co. CC District, District-Wide ADA Upgrades/District Warehouse Canopy - Mission Viejo, CA & Irvine, CA
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- Duarte USD, Duarte HS New Tennis Complex - Duarte, CA
- Duarte USD, Duarte HS Culinary Arts - Duarte, CA
- Antelope Valley UHSD, Eastside HS - Lancaster, CA
- Fullerton JUHSD, Sonora HS Gym - Fullerton, CA
- Fullerton JUHSD, Fullerton HS Gym - Fullerton, CA
- Fullerton JUHSD, Historic Auditorium Seismic & ADA Upgrades - Fullerton, CA
- Palmdale SD, David G. Millen Intermediate School - Palmdale, CA
- Palmdale SD, Cimarron ES - Palmdale, CA
- Simi Valley USD, Simi Vista ES Administration Building - Simi Valley, CA
- Tustin USD, Tustin HS 2-Story Classroom Addition - Tustin, CA
- Tustin UD, Foothill HS & Tustin HS Campus Transformation Projects - Tustin, CA
- Tustin USD, (4) MS Activity Centers - Tustin, CA
- William S. Hart UHSD, Canyon HS Auditorium - Santa Clarita, CA
- William S. Hart UHSD, Canyon HS Bldg. Q Music - Santa Clarita, CA





## GUS GALINDO

### CONSTRUCTION ADMINISTRATOR

LITTLE

#### EDUCATION:

- Bachelor of Architecture, CA State Polytechnic University, Pomona, CA

#### YEARS OF EXPERIENCE:

- 21 Years of Experience
- 11.5 Years with Little

#### OFFICE:

- Newport Beach, CA

#### TIME DEDICATED TO PROJECT:

- 30%

Gus is an architectural Construction Administrator with more than 21 years of experience assisting our teams in developing, planning, directing, coordinating, and preparing Construction Documents for submission to state and local government agencies. As a result, he has developed excellent working relationships with agencies such as the Division of State Architect (DSA) and local fire departments, which allows for expedited project submittals.

Our clients often share with us how they appreciate the quiet and collaborative way that Gus solves problems and keeps construction projects on schedule and within budget. We are confident that the City of Santa Ana will as well.

#### RELEVANT PROJECT EXPERIENCE:

- Santa Ana USD, Century HS Quad - Santa Ana, CA
- Rancho Simi Recreation & Park District, Guarding Building - Simi Valley, CA
- Glendale Community College, Verdugo Gym - Glendale, CA
- Glendale Community College, Welding Shop - Glendale, CA
- Charter Oak USD, Charter Oak HS Aquatic Center - Covina, CA
- Montebello USD, Schurr HS Aquatic Center - Montebello, CA
- Duarte USD, Duarte HS Sports Complex - Duarte, CA
- Oxnard UHSD, (6) HS Stadium Replacement Projects - Oxnard, CA
- Long Beach USD, Shade Structures - Long Beach, CA
- Long Beach USD, Wilson HS & Cabrillo HS Track & Field Projects - Long Beach, CA
- Pomona USD, Washington ES Modernization & Additions incl. Library - Pomona, CA
- Pomona USD, Roosevelt ES Modernization & Additions - Pomona, CA
- Pomona USD, District Facility Master Plan - Pomona, CA
- Fullerton JUHSD, Sonora HS Gym - Fullerton, CA
- Los Angeles USD, Westminster ES - Los Angeles, CA
- Simi Valley USD, New Classroom Building - Simi Valley, CA
- Simi Valley USD, Vista ES Entry Quad - Simi Valley, CA
- Sim Valley USD, Vista ES New Administration Bldg. - Simi Valley, CA
- Simi Valley USD, Royal HS New Classroom Building - Simi Valley, CA
- Temple City USD, Cloverly ES Modernization Phases 1 & 2 - Temple City, CA
- Temple City USD, La Rosa ES Modernization Phases 1 & 2 - Temple City, CA
- Huntington Beach City SD, Seaciff ES - Huntington Beach, CA
- La Habra SD, District-Wide Shade Structures - La Habra, CA
- Keppel USD, Daisy Gibson Relocatable - Palmdale, CA
- Monrovia USD, Roofing Repairs - Monrovia, CA
- Ojai USD, Matilija MS Gym & Parking Lot - Ojai, CA
- Ojai USD, Matilija MS Library Renovation - Ojai, CA



## BARSIN BET GOVARGEZ

P.E.

### CIVIL ENGINEER

KIMLEY-HORN

#### EDUCATION:

- Master of Science, Structural Engineering, California State University, Northridge
- Bachelor of Science, Civil Engineering, Azad University of Ormiyeh, Iran

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Professional Engineer, State of CA [#81751]

#### YEARS OF EXPERIENCE:

- 24+ Years of Experience
- 1 Year with Kimley-Horn

#### OFFICE:

- Orange, CA

Barsin has more than 24 years of experience in civil engineering in education, commercial, housing, and city capital improvement projects. He has proven expertise in the areas of survey, planning, design, construction documents and detailing, cost estimation and analysis, and project management of civil engineering projects. He monitors project design, progress, and quality to ensure they are meeting the highest of standards while also staying within contract budgets and meeting project schedules.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Ana, 17th Street Triangle Park Restoration Project - Santa Ana, CA
- Santa Ana College, P.A.M. Site Improvements - Santa Ana, CA\*
- Saddleback College, The Quad - Mission Viejo, CA\*
- Los Angeles Southwest College, Campus-Wide Domestic & Fire Water Upgrade - Los Angeles, CA
- Orange Coast College, Kinesiology & Athletics Complex - Costa Mesa, CA\*
- Irvine Valley College, Quad Improvements & ADA Upgrades - Irvine, CA\*
- South Orange County Community College District, Saddleback College, Fine Arts Plaza Improvements & ADA Upgrades - Mission Viejo, CA\*
- South Orange County Community College District, Saddleback College, Parking Resurfacing Project - Mission Viejo, CA\*
- MiraCosta Community College San Elijo Campus Student Services - Cardiff, CA\*
- MiraCosta Community College Oceanside Campus - B1000 Administration Renovation & Swing Space - Oceanside, CA\*
- Glendale Community College, PE Gymnasium Expansion & Sierra Nevada Remodel Swing Space - Glendale, CA\*
- Duarte USD, Duarte HS Sports Complex - Duarte, CA\*
- Duarte USD, Duarte HS Culinary Arts - Duarte, CA\*
- Simi Valley USD, Royal HS New Classroom Building - Simi Valley, CA\*
- Long Beach USD, Wilson HS Track & Field - Long Beach, CA\*
- Los Angeles USD, Westminster ES - Los Angeles, CA\*
- Montebello USD, Transportation Yard - Montebello, CA\*
- Pomona USD, Washington ES Modernization - Pomona, CA

#### KIMLEY-HORN SANTA ANA-AREA EXPERIENCE:

Kimley-Horn has completed over 350 parks projects over the last seven years across the country. We are highly experienced at master planning, consensus building, placemaking, and designing parks that have been successfully implemented for communities to enjoy. In addition to our team's extensive parks and recreation experience, we also offer significant civil engineering and landscape architecture experience on projects completed and ongoing for the City of Santa Ana, including the 17th Street Triangle Park Project. Kimley-Horn is currently serving as Landscape Architect and Civil Engineer for this renovation project; the scope includes the re-design of the overlook deck utilizing structural steel, new planting and irrigation throughout the park area, establishing power and new night lighting, and some interpretive signage.

*\*Performed prior to Kimley-Horn*



## MICHAEL LEDBETTER

PLA, ASLA

### LANDSCAPE ARCHITECT

KIMLEY-HORN

#### EDUCATION:

- Bachelor of Science, Landscape Architecture, University of Kentucky

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Professional Landscape Architect, State of CA [#5553]

#### YEARS OF EXPERIENCE:

- 22+ Years of Experience
- 1 Year with Kimley-Horn

#### OFFICE:

- Orange, CA

Michael is a landscape architect with more than 22 years of diverse professional experience who recently joined Kimley-Horn as a Senior Project Manager and Practice Builder. He has extensive design and production management experience, leading projects from entitlements through construction. He has a strong design sense that he brings to all sectors of our land development portfolio including public parks, urban design, commercial, retail, higher education, and healthcare. He is passionate about sustainable design and is focused on being progressive when it comes to regenerative and resilient design trends currently sweeping the profession. He works closely with our civil team to develop site designs that not only function but deliver the objectives of the program with casual elegance, making spaces to be enjoyed by all who experience them.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Ana, Cabrillo Park Irrigation - Santa Ana, CA
- City of Santa Ana, 17th Street Triangle Park - Santa Ana, CA
- Saddleback College, The Quad - Mission Viejo, CA
- South Orange County Community College District, Saddleback College, Fine Art Plaza Improvements and ADA Upgrades - Mission Viejo, CA\*
- Irvine Valley College, B-Quad - Irvine, CA\*
- Duarte High School, Tennis and Gymnasium - Duarte, CA
- Roosevelt and Garfield DB - Los Angeles, CA
- The Hub at Fullerton - Fullerton, CA
- Anaheim Convention Center Grand Plaza - Anaheim, CA\*
- Townsquare Park - Ontario, CA\*
- Lake Forest Sports Park - Lake Forest, CA\*
- Los Robles Cancer Center - Thousand Oaks, CA
- Zion Market Courtyard - San Diego, CA
- Southbay Galleria - Redondo Beach, CA

#### KIMLEY-HORN SANTA ANA-AREA EXPERIENCE:

Kimley-Horn has completed over 350 parks projects over the last seven years across the country. We are highly experienced at master planning, consensus building, placemaking, and designing parks that have been successfully implemented for communities to enjoy. In addition to our team's extensive parks and recreation experience, we also offer significant civil engineering and landscape architecture experience on projects completed and ongoing for the City of Santa Ana, including the 17th Street Triangle Park Project. Kimley-Horn is currently serving as Landscape Architect and Civil Engineer for this renovation project; the scope includes the re-design of the overlook deck utilizing structural steel, new planting and irrigation throughout the park area, establishing power and new night lighting, and some interpretive signage.

*\*Performed prior to Kimley-Horn*





## SHANE FITZGERALD

S.E.

### PRINCIPAL-IN-CHARGE/ STRUCTURAL ENGINEER

JAMA

#### EDUCATION:

- B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Professional Structural Engineer, State of CA [# SE 4757]
- Registered Professional Civil Engineer, State of CA [# CE 57961]
- Design Build Institute of America (DBIA), Professional
- Structural Engineers Association of Southern California, Member
- DSA Structural Safety and Structural Plan Review Certified
- California Office of Emergency Services - Post-Disaster Safety Assessment Evaluator

#### YEARS OF EXPERIENCE:

- 27 Years of Experience
- 20 Years with JAMA

#### OFFICE:

- Los Angeles, CA

As Principal-in-Charge, Shane serves as JAMA's direct, day-to-day point of contact. Through the design of dozens of similar projects, he is keenly aware of the unique project requirements. A member of the John A. Martin & Associates, Inc. staff since 2002, Shane brings more than 27 years of experience in structural engineering design and project management. His participation and involvement will include the oversight of the licensed structural design team, allocation and commitment of the firm's resources, and quality reviews to ensure that the structural system optimally meets both design and structural/seismic requirements.

#### RELEVANT PROJECT EXPERIENCE:

- Santa Ana High School, Tenant Improvements - Santa Ana, CA
- Los Angeles County, Lennox Constituent Service Center Adaptive Reuse - Los Angeles, CA
- Thomas Jefferson Recreation Center - Wasco, CA
- Barstow College, Wellness Center - Barstow, CA
- Portersville College, Wellness Center - Bakersfield, CA
- St. Genevieve, Parish Hall & Auditorium - Panorama City, CA
- Lake Tahoe Community College, University Center - Lake Tahoe, CA
- Los Angeles USD, Linda Esperanza Marquez High School - Huntington Park, CA
- Bakersfield Area Park Project - Bakersfield, CA
- St. Elizabeth Ann Seton, Multi-Purpose Building - Bakersfield, CA

#### JAMA SANTA ANA-AREA EXPERIENCE:

- Ronald Reagan U.S. Federal Building and Courthouse - Santa Ana, CA
- Orange County Public Law Library Expansion - Santa Ana, CA
- Santiago Springs Condominiums - Santa Ana, CA
- Santa Ana Unified School District
  - » Heroes Elementary School, Santa Ana, CA
  - » Century High School, Santa Ana, CA
  - » Spurgeon Intermediate School
  - » Sepulveda Elementary School
  - » Santa Ana College, Santa Ana, CA
  - » Building G Miscellaneous Improvements
  - » Library Building Seismic Upgrade
  - » Weight Pavilion



## BEN ROGOWSKI

S.E.

### SENIOR PROJECT MANAGER

JAMA

#### EDUCATION:

- M.S., Civil Engineering -
- Structural Engineering, University of Southern California
- B.S., Civil Engineering - emphasis in Structural Engineering, University of Southern California
- A.S., Mathematics, Bakersfield College

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Professional Structural Engineer, State of CA [#SE 6559]
- Registered Professional Civil Engineer, State of CA [#PE 82147]
- DSA Structural Safety and Structural Plan Review Certified
- Memberships: Structural Engineers Association of Southern California; American Society of Civil Engineers; USC Construction Alumni Group, Member

#### YEARS OF EXPERIENCE:

- 11 Years of Experience
- 11 Years with JAMA

#### OFFICE:

- Los Angeles, CA

With a wide variety of project experience, Senior Project Manager Ben excels at design efficiencies. Since joining the firm in 2011, he has led design and analysis efforts on new construction, seismic retrofits, and modernization projects. His experience encompasses a diverse array of project types including educational facilities, office buildings, retail, residential buildings, parking structures, libraries, multi-purpose structures, hospitals, and theatres, as well as tenant improvements, renovations, and seismic evaluations. As Senior Project Manager, Ben will work with Shane Fitzgerald to manage all structural analysis, design, and specification aspects of the project.

#### RELEVANT PROJECT EXPERIENCE:

- Cali-Lotus Susan Street New Building Within Existing Warehouse - Santa Ana, CA
- St. Elizabeth Ann Seton, Multi-Purpose Building - Bakersfield, CA
- Cuesta College, North Campus Center - Paso Robles, CA
- Glendale Central Library Renovation - Glendale, CA
- Riverside Convention Center, Expansion & Renovation - Riverside, CA
- St. Genevieve, Parish Hall & Auditorium - Panorama City, CA
- Hermosa Beach, Citywide Building Assessment (including Community Center) - Hermosa Beach, CA
- Long Beach USD, Dooley Elementary School - Long Beach, CA

#### JAMA SANTA ANA-AREA EXPERIENCE:

- Ronald Reagan U.S. Federal Building and Courthouse - Santa Ana, CA
- Orange County Public Law Library Expansion - Santa Ana, CA
- Santiago Springs Condominiums - Santa Ana, CA
- Santa Ana Unified School District
  - » Heroes Elementary School, Santa Ana, CA
  - » Century High School, Santa Ana, CA
  - » Spurgeon Intermediate School
  - » Sepulveda Elementary School
  - » Santa Ana College, Santa Ana, CA
  - » Building G Miscellaneous Improvements
  - » Library Building Seismic Upgrade
  - » Weight Pavilion



## WESLEY MCKEAN

### PRINCIPAL-IN-CHARGE

P2S, INC.

#### EDUCATION:

- BS, Electrical Engineering, Michigan State University

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- IEEE
- IES
- ASIS International

#### YEARS OF EXPERIENCE:

- 28 Years of Experience
- 10 Years with P2S, Inc.

#### OFFICE:

- Long Beach, CA

Wes has over 28 years of electrical engineering experience. His experience in the consulting engineering field has included designing power, lighting, photovoltaic, co-generation, telecommunications, nurse call, security, access control and fire alarm systems.

Wes has served as the Lead Electrical Engineer and Project Manager on a variety of complex and challenging projects. Projects range from smaller “quick turn-around” to large multi-hundred acre site facilities with multiple buildings. His experience and thoughtful approach to engineering benefits his clients with successful, proven solutions to a variety of technical and code compliance challenges.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Clarita, New Canyon Community Center - Santa Clarita, CA
- City of Baldwin Park, New Civic Center Plaza; Parking Lot; Walkway & Bench Lighting - Baldwin Park, CA
- City of Hawthorne, Bicentennial Park Renovation - Hawthorne, CA
- City of Lynwood, Lynwood Linear Park Power & Lighting Design - Lynwood, CA
- City of Encinitas, Standard Pacific Park - Encinitas, CA
- City of Long Beach, Sorrento Alamitos Bay Shoreline Trail Security Lighting - Long Beach, CA
- Los Angeles County Public Works, Deferred Maintenance - Los Angeles, CA
- City of Indio, Indio Public Safety Campus including Fire Station & Call Center - Indio, CA
- City of Lakewood, Lakewood Police HQ - Los Angeles, CA
- City of Tacoma, Tacoma Police HQ - Tacoma, CA
- Los Angeles County Internal Services Dept., Centro Maravilla HVAC Upgrades - Los Angeles, CA
- King County Libraries, Multiple Child Area Upgrades - Seattle, WA
- San Bernardino County, Building 851 Cooley Renovation - Colton, CA
- City of Thousand Oaks, Fred Kavli Theatre - Thousand Oaks, CA
- City of Santa Monica, Fire Station 5 Dormitory Tenant Improvements - Santa Monica, CA
- Seattle Metro Parks, Northgate Skate Park & Urban Center - Seattle, CA





## SCOTT NEWMAN

P.E., LEED GA

### LEAD MECHANICAL ENGINEER

P2S, INC.

#### EDUCATION:

- BS, Mechanical Engineering, University of Southern California

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Professional Mechanical Engineer, State of CA [#M39167]
- LEED Green Associate
- ASHRAE

#### YEARS OF EXPERIENCE:

- 8 Years of Experience
- 5 Years with P2S, Inc.

#### OFFICE:

- Long Beach, CA

Scott has over 8 years of experience in mechanical engineering and HVAC consulting. His experience includes new building and renovation projects at university, college, and K-12 campuses, commercial office buildings and retail spaces, and athletic facilities. Services have ranged from sizing and selection of replacement mechanical equipment to new building design and energy studies.

Scott has served as a Design Engineer on various HVAC airside and hydronic system design projects. His responsibilities entail schematic/conceptual design, construction documents/drawings, life-cycle cost analysis, energy modeling, construction administration, and engineering project management services. Projects have ranged from small commercial and retail renovations to large High School campus modernizations and new building designs.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Clarita, New Canyon Community Center - Santa Clarita, CA
- Los Angeles County Public Works, Deferred Maintenance - Los Angeles, CA
- City of Indio, Indio Public Safety Campus including Fire Station & Call Center - Indio, CA
- San Bernardino County, Building 851 Cooley Renovation - Colton, CA
- City of La Mirada, Library Energy Upgrades - La Mirada, CA
- City of Santa Monica, Fire Station 5 Dormitory Tenant Improvements - Santa Monica, CA
- University of California Los Angeles, Venice Barry Apartments Fitness Room - Los Angeles, CA
- Long Beach City College, Building T Office Renovation - Long Beach, CA
- Mt. San Antonio College, Heritage Hall - Walnut, CA
- Mt. San Antonio College, New Physical Education Complex - Walnut, CA
- Mt. San Antonio College, Bookstore & Pedestrian Bridge - Walnut, CA
- Golden West College, Language Arts Complex - Huntington Beach, CA
- LA City College, Theater Arts Replacement Building - Los Angeles, CA
- Mission College, New Performing Arts Center - Santa Clara, CA
- Saddleback College, Science & Math Building Reconstruction Project - Mission Viejo, CA



## LARS HENDERSON

P.E.

### LEAD ELECTRICAL ENGINEER

P2S, INC.

#### EDUCATION:

- BSEE, Electrical Engineering, Pennsylvania State University

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Registered Professional Electrical Engineer, State of CA [#E22361]

#### YEARS OF EXPERIENCE:

- 9 Years of Experience
- 6 Years with P2S, Inc.

#### OFFICE:

- Long Beach, CA

Lars has over 9 years of experience creating electrical designs for the construction industry. Assignments have included educational institutions, commercial fit-outs, municipal sites, and mission critical facilities in the Los Angeles and New York City markets. Electrical service designs, landscape power renovations, and energy efficient lighting upgrades are areas Lars has accomplishments in. Beyond the compliances and routines of designing, it is the client's end goal which Lars strives emphasis towards.

#### RELEVANT PROJECT EXPERIENCE:

- City of Beverly Hills, Beverly Gardens Park Lighting & Power - Beverly Hills, CA
- City of Encinitas, Olypus Park (formerly Standard Pacific) Lighting & Power - Encinitas, CA
- Los Angeles County Public Works, Deferred Maintenance - Los Angeles, CA
- City of Indio, Indio Public Safety Campus including Fire Station & Call Center - Indio, CA
- San Bernardino County, Building 851 Cooley Renovation - Colton, CA
- Los Angeles County Internal Services Dept., Centro Maravilla HVAC Upgrades - Los Angeles, CA
- Los Angeles County Internal Services Dept., Pomona Dept. of Public Social Services Building HVAC System Replacement - Los Angeles, CA
- Culver City, Courthouse Core & Tenant Improvements - Culver City, CA
- City of Santa Monica, Fire Station 5 Dormitory Tenant Improvements - Santa Monica, CA
- Mt. San Antonio College, Foothill Transit Center - Walnut, CA
- LA Southwest College, Student Union Criteria Documents - Los Angeles, CA
- Saddleback College, New Gateway Building - Mission Viejo, CA
- Saddleback College, Campus-Wide Outdoor Wireless Networking - Mission Viejo, CA
- CSU Long Beach, Student Health Services Renovation - Long Beach, CA
- CSU Fullerton, Promenade Walk Audio System - Fullerton, CA



## ERIC GOMEZ

CPD

### LEAD PLUMBING ENGINEER

P2S, INC.

#### EDUCATION:

- AS, Computer Aided Drafting, ITT Technical Institute

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Certified in Plumbing Design
- Plumbing Design, University of California, Los Angeles
- ASPE
- Green Plumbers®

#### YEARS OF EXPERIENCE:

- 18 Years of Experience
- 15 Years with P2S, Inc.

#### OFFICE:

- Long Beach, CA

Eric has over 18 years of plumbing design, fire protection and construction experience. His extensive knowledge spans design, drafting, specifications, plan check submittals, cost estimates, inspections and construction administration. Eric has significant expertise in educational, recreational and office facilities. He has designed a comprehensive range of plumbing and fire protection systems such as campus natural gas supply distribution as part of master planning for future expansions on various college and university campuses.

Eric has served as project manager and design engineer on various plumbing system design projects with duties encompassing determination of project scope, design criteria, coordination with the client and project team, provision of construction design documents, written construction design specifications, equipment selections, construction cost estimates, construction support and project management.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Clarita, New LEED Silvery Canyon Community Center - Santa Clarita, CA
- Playa Vista Court Park, Retail & Restroom Addition - Playa Vista, CA
- City of Indio, Indio Public Safety Campus including Fire Station & Call Center - Indio, CA
- County of Los Angeles, Live Oak Library Renovation - Arcadia, CA
- San Bernardino County, Building 851 Cooley Renovation - Colton, CA
- County of Los Angeles, Hall of Records 7th Floor HVAC Modifications - Los Angeles, CA
- County of Los Angeles, LA Consumer Affairs Office Tenant Improvements - Los Angeles, CA
- County of Los Angeles, LEED Silver Campus Kirkpatrick Juvenile Detention Center - Malibu, CA
- City of Costa Mesa, Library ADA Upgrades - Costa Mesa, CA
- City of Pomona, Dept. of Public Social Services Building HVAC Replacement - Pomona, CA
- City of Long Beach, Fire Station #1 Restroom Addition - Long Beach, CA
- Paramount Farms, Child Development Center - Avenal CA
- Riverside City College, New Student Services & Administration Building - Riverside, CA
- CSU Long Beach, LEED Gold Student Rec & Wellness - Long Beach, CA





## BENJAMIN WONG

### LEAD TECHNOLOGY DESIGNER

P2S, INC.

#### EDUCATION:

- BS, Marketing & Accounting, University of Vermont

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Manufacturers Training Certifications with Creston & Extron

#### YEARS OF EXPERIENCE:

- 14 Years of Experience
- 2 Years with P2S, Inc.

#### OFFICE:

- Long Beach, CA

Ben is a highly organized and a detail-oriented professional with 14 years of audiovisual design experience. His experience covers a wide range of projects from residential to commercial, small, and large as the lead designer to ensure successful commissioning. He has been instrumental in developing low voltage systems for conference rooms, lecture halls, co-working spaces, sales centers, amenity spaces, restaurants, retail spaces and residential properties, developing proficiency in all phases of a project's life cycle.

#### RELEVANT PROJECT EXPERIENCE:

- City of Indio, Indio Public Safety Campus including Fire Station & Call Center - Indio, CA
- Cerritos College, Falcon Center Student Services & Administration Building - Norwalk, CA
- Mt. San Antonio College, New Student Center - Walnut, CA
- Mt. San Antonio College, Campus Store & Administration Building - Walnut, CA
- Mt. San Antonio College, Lot W Improvement & Sand Volleyball Facility - Walnut, CA
- Port of Los Angeles, Council Chambers AV System Design - San Pedro, CA
- Cathedral City, Amphitheater Enhancement - Cathedral City, CA
- 200 Amsterdam, Amenities Spaces AV System Design - New York, NY
- 4040 Club, Centralized A/V Distribution Systems - New York, NY
- Long Beach City College, Building E College Center & Cafeteria - Long Beach, CA
- College of the Desert, Science Building Renovation - Palm Desert, CA
- Cerritos College, Health Science Building - Walnut, CA
- MiraCosta Community College, Health & Wellness Facility - Long Beach, CA
- Orange Coast College, Chemistry Building - Costa Mesa, CA
- Riverside City College, Digital Library STEM Center Renovation - Riverside, CA
- San Bernardino Valley College, Technology Building - San Bernardino, CA
- Santa Monica College, Art Complex Replacement - Santa Monica, CA
-



## ALAN CAMPBELL

MRICS, NEBOSH

### MANAGING DIRECTOR - COST SERVICES

CUMMING

#### EDUCATION:

- Bachelor of Science, Quantity Surveying, Abertay University, Dundee, Scotland, UK

#### PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

- Certified Member, Royal Institution of Chartered Surveyors [#0856490]
- NEBOSH General Certificate, National Examination Board in Occupational Safety and Health

#### YEARS OF EXPERIENCE:

- 28 Years of Experience
- 6 Years with Cumming

#### OFFICE:

- Aliso Viejo, CA

Alan has worked in the construction industry since 1994. He is an experienced professional who has focused his career on providing cost management consulting services. Alan also possesses experience in construction planning and has held roles in commercial and residential development and management. His accomplishments in the construction industry in the U.S. and UK contribute a unique proficiency and perspective to each of his project assignments. Alan has collaborated on a broad range of project types throughout his career, including healthcare, transportation, education, public works, and industrial remediation.

As Managing Director, Alan utilizes his vast knowledge of all aspects of the cost estimating process. He performs services which support pre-construction, construction, and post-construction phases, including but not limited to, cost planning, milestone estimating, quantity take-offs, site walks, bid reconciliation, preparation of valuations, pricing validation, and change order claim review.

#### RELEVANT PROJECT EXPERIENCE:

- City of Santa Ana, New Civic Center ADA Access Pedestrian Ramps - Santa Ana, CA
- City of Costa Mesa, City Hall Restrooms Access/ADA Upgrades - Costa Mesa, CA
- City of Irvine, Turtle Rock Community Center ADA Upgrades - Irvine, CA
- City of Lake Forest, New Civic Center - Lake Forest, CA
- City of Long Beach, Bayshore Library/Blair Field/Silverado Park Facilities Condition Assessments - Long Beach, CA
- City of Ontario, Office TIs for Public Works-Annex Central Services; Dev. Director's Office - Ontario, CA
- City of Santa Maria, Historic Enos Ranch House Refurbishment & New Gardens; Barn; Sitework to Create New Park/Museum - Santa Maria, CA
- County of Los Angeles, Metropolitan Central Arraignment Court Renovation of Holding Cells & Clerks Office - Los Angeles, CA
- OC Fair and Event Center, Campus Master Plan incl. New Admin. Bldg.; Barn Replacement; New Educ. Center; Main Entrance Reloc. - Costa Mesa, CA
- Orange County Water District, Annex Building Locker Room/Restroom Area Remodel - Fountain Valley, CA
- Riverside County Public Health, Laboratory Facility Renovation & Expansion - Riverside, CA
- San Diego Assoc. of Governments, Toll Operations/Data Center Renovation Options - San Diego, CA
- Transportation Corridor Agencies, Office Space Remodel/Improvement Options - Irvine, CA
- City of Long Beach, Bayshore Library/Blair Field/Silverado Park Facilities Condition Assessments & Master Plan Review - Long Beach, CA
- City of Fontana, New 20-Acre South Fontana Sports Park - Fontana, CA
- City of Fontana, New Central City Park & Sports Facility - Fontana, CA
- City of Irvine, Heritage Park Improvements Master Plan - Irvine, CA



**ADAM CHAMAA**  
MSCE, P.E., G.E.  
**ENGINEERING MANAGER**  
AESCO

35+ Years Experience

*M.S., Civil Engineering, Geotechnical, & Highway Design, Louisiana Technical University, Ruston, LA*  
*B.S., Civil Engineering, Louisiana Technical University, Ruston, LA*

Registered CA civil [#C53992] & geotechnical [#C2784] engineer w/experience incl. QA/QC mgt. Responsible for QC/QA eng. for new construction, foundations, sewer installations, roadway surfaces during/after installation, design of de-watering systems, pump stations, assessment of soil-related envi. contamination, & geotechnical design rec. for new construction.

#### SAMPLE EXPERIENCE:

- City of Santa Ana, Santa Anita Park, Synthetic Soccer Field & Park Improvements - Santa Ana, CA
- City of Santa Ana, El Salvador Park Improvements - Santa Ana, CA
- City of Anaheim, Lenain Water Treatment Plant Modifications - Anaheim, CA
- Alhambra USD, Mark Keppel HS - Alhambra, CA



**RUSSELL SCHARLIN**  
P.E., G.E.  
**SR. GEOTECHNICAL ENG.**  
AESCO

40+ Years Experience

*M.S., Civil Engineering (Geotechnical), University of California at Davis*  
*B.S., Civil Engineering, University of California at Davis*

Registered CA civil & geotechnical engineer. Performs all aspects of construction mgmt., geotechnical engineering & environmental studies. Has provided design & construction mgmt. services related to pavements & foundations for numerous structures, bridges, pump stations, freeways, tanks, communication towers and other structures.

#### SAMPLE EXPERIENCE:

- City of Santa Ana, Center Street Urban Garden - Santa Ana, CA
- City of Santa Ana, Septic to Sewer Conversion - Santa Ana, CA
- City of Santa Ana, Flower Street Bike Trail Gap Closure - Santa Ana, CA
- City of Huntington Beach, Springdale Reservoir - Huntington Beach, CA



**DAVID RYAN**  
P.E.  
**SR. ENGINEER**  
AESCO

40+ Years Experience

*B.S., Civil Engineering, University of Illinois, Champaign-Urbana, IL*

Registered CA civil engineer [#C49661] with experience as materials testing, special inspection services manager. Responsible for laboratory and field testing services on materials such as concrete, soils, aggregates, reinforcing steel, structural steel, high strength bolting and welded structures.

#### SAMPLE EXPERIENCE:

- City of Huntington Beach & Caltrans, Beach Blvd. Water Main Extension - Huntington Beach, CA
- Los Angeles Co., Interoperative Communications System - Los Angeles County, CA
- Cities of Anaheim & Yorba Linda, CA, Lakeview Ave. Grade Separation



**OMAR CHAMAA**  
E.I.T.  
**INSPECTOR & FIELD ENG.**  
AESCO

14+ Years Experience

*B.S., Civil Engineering, California State University, Long Beach*

Certified E.I.T. w/experience in the field & in lab testing and inspection of construction materials such as concrete, steel, anchors, soils & grading. Has performed construction materials testing & inspections for multiple Caltrans & OCTA projects incl. bridges, roadways, utilities, foundations, pipeline installations, lift stations & retaining wall construction.

#### SAMPLE EXPERIENCE:

- City of Santa Ana, First St. Bridge Replacement - Santa Ana, CA
- Orange Co., Widening of I-405 Freeway - Orange County, CA
- Counties of Riverside/Orange/Los Angeles, Tehachapi Renewable Transmission Project





**THANK  
YOU**

## **EXHIBIT C**



RESPONSE TO REQUEST FOR PROPOSALS

# NEW COMMUNITY CENTER AT SANTA ANITA PARK

RFP NO.: 22-106A

CITY OF SANTA ANA, CALIFORNIA

**FEE PROPOSAL**

GARFIELD COMMUNITY CENTER  
501 N. LACY STREET

## **FEE PROPOSAL**

Little Diversified Architectural Consulting, Inc.  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660  
949.698.1400  
[www.littleonline.com](http://www.littleonline.com)



**LITTLE**<sup>®</sup>  
DIVERSIFIED ARCHITECTURAL CONSULTING



## FEE

Based on our understanding of the Scope of Work and the \$4M construction budget, as shown in the RFP, we are proposing a Phased Fixed Fee of \$310,000 for Basic Services.

We will invoice this, monthly as work progresses, based on the following Phases of Work:

TASK	%
A. Programming/Planning	10%
B. Design Development	15%
C. Construction Documents	35%
D. Agency Approvals	5%
E. Bid & Award	5%
F. Construction Administration	30%

## OPTIONAL SERVICES FEES

In addition, we are offering to provide a Geotechnical Report for an additional fee of \$18,237. *(See attached at end of this submittal.)*  
*Note that this fee does not include any Geotechnical services required during construction.*

We are also offering to provide, as an optional service, Commissioning by P2S for \$22,000.

## REIMBURSABLE EXPENSES

We do not anticipate any Reimbursable Expenses. However, if any are requested and authorized, we will provide at our Direct Cost plus a mark-up of 10%.

## HOURLY RATES

Hourly rates can be found on the following pages.

# HOURLY RATES

LITTLE HOURLY RATES					
Role	Hourly Rate	Role	Hourly Rate	Role	Hourly Rate
Principal	\$290	Senior Designer	\$215	Eng. Intern 3	\$155
National Practice Leader	\$280	Designer	\$150	Eng. Intern 2 - Sr. Technician	\$145
Studio Principal	\$275	Jr. Designer	\$130	Eng. Intern 1 - Technician	\$135
Studio Leader	\$250	PM – Interiors	\$200	Sr. Specifier	\$200
Senior Project Manager	\$235	Sr. Interior Designer	\$185	Sustainability Project Specialist	\$160
Project Manager	\$215	Interior Designer	\$150	Specifier	\$155
Project Architect	\$200	Jr. Interior Designer	\$130	Sustainability Facilitator	\$130
3D CADD Specialist	\$185	Lead Engineer	\$245	Project Facilitator	\$125
Senior Technician	\$170	Sr. Engineer - Project Manager	\$235	Support Staff	\$115
Technician	\$140	Project Eng. - Sr. Designer	\$200	Intern (college)	\$95
Design Principal	\$275	Engineer - Designer	\$190		

KIMLEY HORN HOURLY RATES			
ROLE	HOURLY RATE	ROLE	HOURLY RATE
Analyst I	\$120.00 - \$150.00	Senior Professional II	\$320.00 - \$385.00
Analyst II	\$155.00 - \$190.00	Senior Technical Support	\$105.00 - \$270.00
Professional	\$180.00 - \$215.00	Technical Support	\$95.00 - \$155.00
Senior Professional I	\$230.00 - \$295.00	Support Staff	\$80.00 - \$135.00

JOHN A. MARTIN ASSOCIATES, INC. (JAMA) HOURLY RATES			
ROLE	HOURLY RATE	ROLE	HOURLY RATE
Principal/Partner	\$265.00	Project Engineer/Sr. Project Engineer	\$160.00
Project Director	\$235.00	BIM Supervisor	\$150.00
Associate Principal	\$200.00	Project Designer	\$135.00
Senior Project Manager	\$195.00	BIM Coordinator/BIM Technician	\$115.00
Project Manager	\$185.00	Technical Support Staff	\$95.00
BIM Manager	\$185.00		


**P2S, INC. HOURLY RATES**

ROLE	HOURLY RATE	ROLE	HOURLY RATE
Principal Engineer	\$329.00	Designer Grade 02	\$135.00
Engineer Grade 05	\$276.00	Designer Grade 01	\$129.00
Engineer Grade 04	\$267.00	CAD/BIM Designer Grade 04	\$130.00
Engineer Grade 03	\$229.00	CAD/BIM Designer Grade 03	\$118.00
Engineer Grade 02	\$211.00	CAD/BIM Designer Grade 02	\$105.00
Engineer Grade 01	\$187.00	CAD/BIM Designer Grade 01	\$96.00
Design Engineer Grade 05	\$229.00	Commissioning Grade 05	\$276.00
Design Engineer Grade 04	\$211.00	Commissioning Grade 04	\$239.00
Design Engineer Grade 03	\$187.00	Commissioning Grade 03	\$204.00
Design Engineer Grade 02	\$166.00	Commissioning Grade 02	\$163.00
Design Engineer Grade 01	\$147.00	Commissioning Grade 01	\$140.00
Designer Grade 04	\$157.00	Project Assistant	\$96.00
Designer Grade 03	\$147.00		

**CUMMING GROUP HOURLY RATES**

ROLE	HOURLY RATE	ROLE	HOURLY RATE
Managing Principal/Vice President	\$315.00	Senior Cost Manager/Senior MEP Cost Manager	\$195.00
Managing Director/Director/Regional Director	\$240.00	Cost Manager	\$180.00
Associate Director	\$215.00	Assistant Cost Manager/Estimating Technician/Intern	\$115.00





# **OPTIONAL SERVICE PROPOSAL**



**Orange County**  
17782 Georgetown Lane  
Huntington Beach, California 92647  
Tele: (714) 375-3830  
Fax: (714) 375-3831

**San Bernardino County**  
14163 Arrow Boulevard  
Fontana, California 92335  
Tele: (909) 284-9200  
Fax: (909) 284-9201

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October 18, 2022

Mr. Jay R. Little  
Little Architecture  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660

**Subject: Proposal for Geotechnical Engineering Services  
New Community Center  
Santa Anita Park  
RFP No. 22-106A  
Santa Ana, CA  
AESCO Proposal No. P7281**

Dear Mr. Little:

AESCO is pleased to submit this proposal to prepare a geotechnical report for the above-referenced project.

### **Project Description**

This project will consist of the construction of a two-story, 3,000 square foot, community center at Santa Anita Park. AESCO has recently completed a geotechnical investigation at the park for the City of Santa Ana for the new soccer field, shade structures, retaining walls, equipment storage, basketball courts, and parking lot extensions.

### **Scope of Work**

The Scope of Work will consist of performing a total of 2 borings to a maximum depth of 50 feet below the existing ground surface. Our earlier geotechnical investigation at the park determined that it is located within a mapped potential liquefaction zone (CGS, 1997) and liquefaction analyses will be required to estimate liquefaction potential and seismic settlements.

### **Work Plan for Geotechnical Engineering**

The boring locations will be located based on landmarks or stakes furnished by the designer. Surveying is beyond the scope of our work.

Laboratory testing will be conducted, including chemical analysis for corrosivity. Dependent upon access, the borings will be performed with a hollow stem auger. Prior to performing the soil borings, we will coordinate with Underground Service Alert to identify underground utilities. Existing site utility plans were not available during preparation of this proposal. AESCO requests that any available existing utility plans should be furnished to AESCO prior to

the start of field work. A private utility locator will also be used to determine the location of underground utilities.

#### Drilling Operations

Borings will be backfilled with bentonite and will be patched to match the existing surfaces as needed. The boring locations will be based on site accessibility and the location of underground utilities. Excess cuttings will be drummed and removed from site.

The borings will be logged and representative soil samples will be obtained at selected depths and at changes of soil stratum.

#### Laboratory Analyses

Laboratory testing will be performed on representative soil samples to evaluate their engineering properties and corrosivity potential. Laboratory test results will be included on the boring logs and within the geotechnical report.

#### Engineering Analysis and Report Preparation

Our geotechnical engineering analysis will be based on the results of our investigation. We will provide signed and sealed copies of a written report that includes the following: a brief description of the proposed project; a site location map showing boring locations; a description of the field investigation and laboratory testing; the laboratory test results; boring logs; soil profile; historic and seasonal depth to groundwater; liquefaction analyses; foundation recommendations; and earthwork recommendations.

### **SCHEDULING**


For scheduling purposes of the geotechnical engineering services, AESCO envisions two days for the drilling and field work, two weeks for the laboratory analyses, and two to three weeks for the engineering report, a total of four to six weeks until completion of the report.

### **COST ESTIMATE**

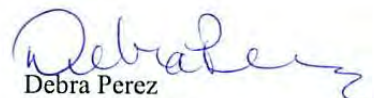
The detailed cost estimate is provided in Exhibit A. This cost estimate does not include the cost of any permits that may be required.

If you need further assistance regarding this matter, please give us a call. We look forward to hearing from you.

Very truly yours,  
*AESCO, Inc.*



Adam Chamaa, MSCE, P.E., G.E.  
Engineering Manager



Debra Perez  
Project Manager



**AESCO**

17782 Georgetown Lane  
Huntington Beach, CA 92647  
(714) 375 - 3830  
(714) 375 - 3831 fax

**Exhibit A - COST DATA**

**Proposal for Geotechnical Engineering Services**  
**New Community Center**  
**Santa Anita Park**  
**RFP No. 22-106A**  
**Santa Ana, CA**  
**AESCO Proposal No. P7281**

SERVICE DESCRIPTIONS	UNIT COST	ESTIMATED UNITS	ESTIMATED COST
<b>GEOTECHNICAL ENGINEERING DIVISION</b>			
<b>SCHEDULE OF PROFESSIONAL SERVICES AND FEES</b>			
<b>GEOTECHNICAL ENGINEERING SERVICES:</b>			
Principal Professional Engineer	\$220.00	4	\$880.00
Senior Geotechnical Engineer	\$205.00	6	\$1,230.00
Project Engineer/Manager	\$175.00	6	\$1,050.00
Data Processing	\$95.00	2	\$190.00
<b>Laboratory Testing:</b>			
Unit weight in undisturbed samples, per test	\$32.00	8	\$256.00
Moisture Content, per test	\$26.00	12	\$312.00
Direct Shear Test, per test	\$268.00	2	\$536.00
Corrosivity (pH, sulphate, chloride)	\$190.00	1	\$190.00
Finer than 200M Sieve, per test	\$100.00	8	\$800.00
Atterberg Limits, per test	\$147.00	4	\$588.00
<b>Borings:</b>			
Soil Boring, up to 50 feet, per hr	\$525.00	8	\$4,200.00
Drums for Disposal of Soil Cuttings	\$85.00	1	\$85.00
Private Underground Utility Locator	\$1,800.00	1	\$1,800.00
Backfill Boring with Bentonite, per ft.	\$30.00	80	\$2,400.00
Private Underground Utility Locator	\$1,800.00	1	\$1,800.00
Project Engineer	\$160.00	12	\$1,920.00
<b>TOTAL ESTIMATED COST -----</b>			<b>\$18,237.00</b>
Notes: <input type="checkbox"/> Direct expenses incurred in connection with project will be invoiced at cost plus 20 percent for handling. <input type="checkbox"/> Personnel Site visit will be charged at a minimum of 4 hours per trip. <input type="checkbox"/> The estimated costs herein are approximate and compensation for the investigation will be based upon the actual work and tests performed in accordance with the unit fees. We will not exceed the above total cost estimate without a prior approval. Late fees of 1.5% per month will be added to any unpaid balance.			



THANK  
YOU

## **EXHIBIT D**



## FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit.

### 1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The



Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified,

or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

### **3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.



(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- (1) A member of Congress or a representative of a committee of Congress;
- (2) An Inspector General;
- (3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

*The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).*

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.