

AGREEMENT TO PROVIDE ON-CALL ENVIRONMENTAL SERVICES

THIS AGREEMENT is made and entered into this 21st day of March, 2023 by and between, ECORP Consulting, Inc. (“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 23, 2021 the City issued a Request for Proposal (“RFP”) No. 21-105, by which it desired to retain a consultant having special skill and knowledge in the field of Environmental Services on an “on-call” basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 21-105.
- 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 consulting 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

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 21-105, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 21-105 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 21-105. The total compensation for services provided by all consultants selected under RFP 21-105 shall not exceed the shared aggregate amount of \$950,000.00 during the term of

this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject

to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principals and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

4. PERFORMANCE PERIOD

- a. This Agreement shall go into effect on March 21, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on March 20, 2026, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), 1-year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

5. STATE PREVAILING WAGE RATES

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

6. 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.

7. 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.

8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
 - (i) 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.
 - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Workers’ Compensation insurance 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.
 - (iv) 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.
 - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.
- b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - (i) **Additional Insured Status.** The Entity, 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity 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 Entity.
- (vi) **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 Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
 - The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- 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 contract work.

(viii) **Verification of Coverage.** Consultant shall furnish the Entity 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 Entity 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 Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

(x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. 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.

10. 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.

11. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

13. 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.

14. CONFLICT OF INTEREST

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

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

16. 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: Jennifer L. Hall
 Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30) P.O. Box 1988

Santa Ana, CA 92702-1988
Fax 714- 647-6956

Nabil Saba
Executive Director Public Works Agency City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Fax 714-647-5635

To Consultant: Brant Brechbiel
Vice President & Chief Contracting Officer
ECORP Consulting, Inc.,
2861 Pullman St.
Santa Ana, CA 92705
Fax: (714) 648-0630

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 timeframes, weekends, federal, state, County or City holidays shall be excluded.

17. 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.

18. SUBCONTRACTING

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

and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

19. EQUIPMENT PURCHASE

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

20. 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.

21. TERMINATION

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

22. 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.

23. 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.

24. STATEMENT OF COMPLIANCE

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code,

Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national

origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

- 1) Withholding monthly progress payment if applicable;
 - 2) Assessing sanctions;
 - 3) Liquidating damages; and/or
 - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be

notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. herein in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and

projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. DEBARMENT AND SUSPENSION CERTIFICATION

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

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

26. 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. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA ANA AND ECORP CONSULTING, INC.

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

ATTEST:


CITY OF SANTA ANA

JENNIFER L. HALL
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT



JONATHAN T. MARTINEZ
Assistant City Attorney



BRANT BRECHBIEL
Vice President & Chief Contracting Officer
ECORP Consulting, Inc.

RECOMMENDED FOR APPROVAL

NABIL SABA
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
RFP NO. 21-105**

INTRODUCTION/PROJECT BACKGROUND

The City of Santa Ana is issuing this Request for Proposals (RFP) to qualified Environmental Consulting firms to provide Environmental Services for the City of Santa Ana Public Works Agency on an as-needed basis. From the proposals received, it is the City's goal to select up to three (3) firms. The City will enter into separate agreements with each firm for an aggregate not to exceed amount of \$2,000,000. Work will be assigned by Contract Task Order (CTO). As tasks are identified, they will be distributed amount the firms based upon their ability to perform the required work within the project schedule and budget constraints.

DESCRIPTION OF WORK

The Consultant shall provide services under the direction of City staff. The Consultant will be expected to provide an experienced, educated and professional team, who's Project Manager and staff shall be responsive and maintain excellent working relationships with City staff. The Consultant shall be committed to provide adequate staffing levels at all times in order to adhere to established schedules. The Consultant shall be knowledgeable and up-to-date with federal, state and local regulations, policies and procedures as they pertain to CEQA and NEPA services provided.

Consultant services will include preparation, distribution and filing of environmental noticing, documents, preparation of studies and technical reports, including but not limited to the following:

• Initial Study	• Noise Impact Study
• Notice of Exemptions	• Biological Studies
• Negative Declaration	• Cultural Resources Study
• Mitigated Negative Declaration	• Geological/Soil Study
• Notice of Preparation	• Hydrology/Water Quality Study
• Notice of Intent	• Water Assessment Study
• Notice of Availability	• Mineral Resources Study
• Notice of Determination	• Utility/Sewer Study
• Environmental Impact Report	• Traffic Study
• Environmental Assessment	• Mitigation Monitoring Program
• Environmental Impact Statement	• Preparation of Response to Comments
• Categorical Exclusion	• Preparation of Statement of

	Overriding Considerations
• Preliminary Environmental Study	• FAA and ALUC Required
• Historic Records Search	• Public Outreach
• Environmental Certification Form	• Preliminary Engineering as required to support environmental analyses.
• Air Quality Study	• On-call staff consulting

Consultant services will also include attendance at appropriate City Commission, City Council, community, and other designated meetings as deemed necessary.

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City Based on time and material according to the City's standard invoice template. 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 completed Project has been accepted by the City.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment (include within Fee Proposal hard copy package)

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

The selected Consultant(s) shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

CONSULTANT'S PROPOSAL (exclusive of fee proposal and resumes)

Proposal for:

On-Call Environmental Services RFP No. 21-105

October 21, 2021

Prepared for:



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

Submitted by:



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

2861 Pullman Street
Santa Ana, CA 92705
www.ecorpconsulting.com

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SECTION 1: STATEMENT OF QUALIFICATIONS



A – Cover Letter

October 21, 2021
(P21-590)

Sean Thomas
City of Santa Ana
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

Subject: Proposal for On-Call Environmental Services (RFP No. 21-105)

Dear Mr. Thomas:

ECORP Consulting, Inc. (ECORP) is pleased to submit our qualifications in response to the above-referenced RFP to the City of Santa Ana (City). Founded in 1987, ECORP assists public and private clients with a wide range of environmental services including compliance with California Environmental Quality Act, National Environmental Policy Act, Clean Water Act, federal and state Endangered Species Acts, National Historic Preservation Act, and other laws and regulations. ECORP provides a wide variety of services over the life of a project, from initial baseline environmental studies, through planning and review, permit negotiation, liaison with resource agencies, mitigation design and implementation, construction monitoring, and compliance reporting. ECORP has maintained a multidisciplinary office in Santa Ana since 2005.

ECORP will provide the City with an experienced team of over 130 environmental analysts, air quality/noise specialists, archaeologists, architectural historians, terrestrial and aquatic biologists, wetland specialists, habitat restoration specialists, water resources experts, permitting specialists, and geographic information systems specialists. ECORP has included five specialty subconsultants, including two subconsultants that are DBE and will meet the 8.00% DBE Goal for the contract:

- ◆ **Ninyo & Moore** who will provide geology/soils and hazardous materials/waste expertise
- ◆ **KOA Corporation** who will provide traffic studies and preliminary engineering as required to support environmental analyses
- ◆ **Huitt-Zollars, Inc. and Civil Works Engineers (DBE)** who will provide Hydrology/Water Quality Studies, Water Assessment Studies, Utility/Sewer Studies, and SWPPP services
- ◆ **Katherine Padilla & Associates (DBE)** who will conduct public outreach services

The ECORP team will provide all services listed in the Scope of Work under Attachment 1. Key benefits the ECORP team will provide to the City are:



Committed Managers and Team. This contract will be a high priority for ECORP's Project Manager/Principal Agent, Jesus "Freddie" Olmos; Deputy Project Manager, Tom Holm, AICP; and the ECORP team, and your projects will be completed on time and within budget.

Responsive and Nimble Staff. ECORP is local, available, and ready to assist the City. Teams will be mobilized quickly, deliverables will be produced efficiently, and the City will always receive an exemplary product.

Available Technical Advisors and Expertise. The ECORP team has diverse capabilities to tackle any challenge and the technical depth and capacity across all services to handle both routine and unusual situations.

Awareness of Need to Balance Schedules and Cost. Budgets and schedules are often fixed, and completion of services may require an accelerated schedule to meet hard deadlines. ECORP's competitive rates include a full range of technical expert labor categories to provide the greatest value to the City.

ECORP's Project Manager/Principal Agent will be Jesus "Freddie" Olmos, (909) 307-0046; folmos@ecorpconsulting.com. Mr. Olmos has more than 20 years of diverse planning and environmental experience on a variety of environmental, natural resources, and regulatory compliance projects in Orange County and statewide.

ECORP is very pleased to have been included on the City's On-Call Environmental consulting list since 2017, and we look forward to an opportunity to provide you with high-quality service in the forthcoming cycle.

The only person, persons, company, or parties interested in the proposal as principals are named within; this proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; this proposal is, in all respects, fair and made in good faith without collusion or fraud; and the signer of this proposal has the full authority to bind the principal proposer.

Should you have any questions regarding this submittal, please contact Jesus "Freddie" Olmos at (909) 307-0046 or folmos@ecorpconsulting.com.

Sincerely,

ECORP Consulting, Inc.

Brant Brechbiel

Vice President/Chief Contracting Officer

B – Contract Agreement Statement

ECORP has no objections to the Agreement as stated in Attachment 2 of the RFP.

C – Firm and Team Experience

ECORP Consulting, Inc. (ECORP) will be the prime contractor and will lead the consultant team. ECORP will provide expertise in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, including Categorical Exemptions (CEs); Initial Study (IS) checklists; Mitigated Negative Declarations (MNDs); Environmental Impact Reports (EIRs); Addenda, Supplemental, and Subsequent documents; responses to comments; statements of overriding considerations; and notices. ECORP will also provide technical expertise in biological resources, cultural resources, regulatory permitting, water resources, air quality/greenhouse gas assessments, noise, and Geographic Information Systems (GIS). ECORP has included five specialty subconsultants, including two subconsultants that are DBE and will meet the 8.00% DBE Goal for the contract:

- ◆ **Ninyo and Moore** who will provide geology/soils and hazardous materials/waste expertise
- ◆ **KOA Corporation** who will provide traffic studies and preliminary engineering as required to support environmental analyses
- ◆ **Huitt-Zollars, Inc.** and **Civil Works Engineers (DBE)** who will provide Hydrology/Water Quality Studies, Water Assessment Studies, Utility/Sewer Studies and SWPPP services
- ◆ **Katherine Padilla & Associates (DBE)** who will conduct any public outreach services

Prime Firm Overview – ECORP Consulting, Inc.

Established in 1987, ECORP Consulting, Inc. (ECORP) is a California “S” Corporation that specializes in assisting government agencies and private clients with a wide range of environmental services including technical expertise in land use planning; biological, cultural, and water resources; and regulatory compliance with CEQA and NEPA, Clean Water Act, federal and state Endangered Species Acts, National Historic Preservation Act (NHPA), and other laws and regulations. ECORP has well-established working relationships with the resources agencies, including the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the U.S. Fish and Wildlife Service (USFWS).

ECORP is a financially sound firm with five offices (Santa Ana, Redlands, Rocklin, San Diego, and Chico) serving clients throughout California. Additionally, ECORP maintains offices in Flagstaff, Arizona and in Santa Fe, New Mexico. ECORP is registered with the Department of Industrial Relations (#1000012875, expires June 30, 2022). ECORP is a California Small Business-Public Works (SB-PW) and a Federal Small Business under NAICS code 541620, among others.

ECORP provides support over the life of a project, from initial baseline studies; to environmental planning, documentation, and review; permit negotiation, liaison with resource agencies, and

mitigation design; and through to construction monitoring and compliance reporting. ECORP brings an experienced team of more than 100 CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, paleontologist, archaeologists/cultural resource specialists, air quality/noise analysis specialists, geographic information systems (GIS) specialists, and unmanned aerial systems (UAS) specialists.

ECORP is also experienced in the preparation of Preliminary Environmental Study (PES) forms for projects per Caltrans' Local Assistance Procedures Manual (LAPM). ECORP has used the PES form to consult with Caltrans/FHWA to determine the appropriate NEPA and CEQA document for a project. ECORP staff have prepared Categorical Exclusions/Exemptions (CE/CEs), Environmental Assessments (EA), joint Initial Study/Environmental Assessments (IS/EAs) and Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSIs) for a series of projects with Caltrans involvement. In addition, ECORP has prepared technical studies in support of the PES and NEPA/CEQA documents per the requirements from Caltrans' Standard Environmental Reference (SER) and FHWA. These include but are not limited to: Section 106 National Historic Preservation Act (NHPA) compliance, Historic Property Survey Report (HPSR), Natural Environment Studies (NES), Community Impact Assessments (CIA), Section 4(f), and Clean Air Act compliance. Based on our experience with similar projects with Caltrans involvement and federal funding, ECORP understands the added level of effort for NEPA documentation and coordination, including public participation, which needs to be factored into overall schedule for a successful project. We have experience working on CEQA/NEPA, biological, and cultural projects for Caltrans District 12.

Subconsultants

Ninyo & Moore

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. Since 1986, clients have turned to Ninyo & Moore for innovative solutions to complex geotechnical and environmental challenges. As a leading geotechnical and environmental sciences engineering and consulting firm, Ninyo & Moore provides specialized services to clients in both the public and private sectors. With offices in California, Nevada, Arizona, Colorado, and Texas, the firm is fully committed to being responsive, cost-efficient, and thorough in meeting its clients' project needs and objectives. The quality of Ninyo & Moore's personnel base has become widely recognized. The firm's 480 professionals include registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, environmental scientists, and specialists in fields such as regulatory issues and interpretation, hazardous waste management, and remedial action planning. Ninyo & Moore's geotechnical experience encompasses projects throughout the western United States, including geotechnical evaluations for commercial and industrial developments, parks and recreational educational facilities, harbor and offshore structures, highways and roadways, hospitals, landfills, airports, bridges, light rail transit lines, pipelines, power stations, facilities, dams, railroads, residential developments, reservoirs and tanks, transmission lines, tunnels, water treatment plants, and wastewater treatment plants.



KOA Corporation



Founded in 1987, for the last 34 years in business, KOA Corporation (KOA) has been a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. They offer clients technical knowledge, innovative solutions, and responsive services. The hallmark of their success is their dedication to each and every project and their desire to leave a legacy of extraordinary contributions to our communities. Their staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California. Types of services KOA offers are Civil Engineering, Traffic Engineering, Transportation Planning, Active Transportation, Highway & Transportation Design, Program Management, and Construction Management.

Huitt-Zollars, Inc.



Huitt-Zollars, Inc., a Texas S-Corporation, is a full-service engineering and surveying firm with 20 offices throughout the U.S. and 5 regional offices strategically located in Southern California. Established in 1975, Huitt-Zollars has a staff of more than 550 professionals, technical and support personnel with diversified skills, capable of handling highly complex multi-discipline assignments. Huitt-Zollars is consistently ranked as a top design firm by Engineering News-Record. All work will be completed by staff located in the Irvine office. Their full-service approach gives them a strong advantage in coordinating work on complex assignments. Their hands-on management by the principals of the firm results in a client-directed sense of urgency and commitment to quality, schedule, and budget. It also affords coordination beyond the prime/consultant organization because in-house lines of communication are firmly established and easy to maintain. This arrangement also provides a single focus for the project, resulting in smoother progression; efficient designs that balance function, economics, and aesthetics; and construction documents that incorporate their clients' objectives. Huitt-Zollars can take a project from start to finish, from initial study through design process and construction management.

Civil Works Engineers (DBE)



Civil Works Engineers, Inc. is small professional civil engineering consulting firm providing a broad range of planning, design, and project management services for three primary areas: transportation, drainage, and site civil. They work for public and private clients and provide project development from project inception through design and construction. They have maintained long-term clients over numerous years, demonstrating their satisfaction with Civil Works Engineers' services. They provide senior engineer involvement on every project. In the transportation area, they are specialized in both freeway system facilities working with Caltrans and on local street improvement projects working with municipalities and developers. They also perform drainage and stormwater engineering. They prepare hydrology and hydraulic studies and reports, followed by implementation of the recommendations into final plans whether it consists of modifications to existing systems or entirely new drainage systems. They also

have extensive experience in storm water handling including the preparation of Storm Water Data Reports as required by Caltrans, water quality management plans for permanent BMPs after construction, and Storm Water Pollution Prevention Plans (SWPPP) for temporary BMPs during construction. Civil Works Engineers' site planning and design experience involves both public and private facilities including parks, office buildings, hotels, parking structures, schools from K-12, colleges and universities, child-care centers, retail centers, libraries, and fire stations. For these site projects, they prepare the precise site grading and drainage design along with the appropriate utility modifications and/or coordination for tie-ins from the offsite utility facility to the onsite new facility. Civil Works Engineers is a certified DBE, SBE, and WBE. Civil Works Engineers, Inc. is a California corporation formed in 2005. They have one office located in Costa Mesa.

Katherine Padilla & Associates, Inc. (DBE)

Katherine Padilla & Associates, Inc. (KPA), Inc. is a full-service communication firm founded in 1994. KPA services include strategic community outreach and public information campaigns, community meetings and workshops online and in-person, community-based research including focus groups and interviews, branding and graphic design, social media management, photography and video production, translation services, and much more. Their diverse team of eight includes members fluent in Spanish, Tagalog, and Korean. KPA's senior staff combine multidisciplinary technical and marketing skills with soft interpersonal skills, intangible necessities gleaned only from extensive experience and training. Their senior staff has deep knowledge in areas such as planning, design, engineering, environmental review, and construction. KPA's staff members each offer more than 15 years of hands-on experience in their fields. Working proactively and sensitively, KPA senior staff averts crises and solve problems before they become issues, challenges many firms do not recognize until they have deteriorated into calamity. Their talents, training, and experience uniquely position them to communicate meaningfully with their clients, technical team members, and the community. KPA is also certified WBE, DBE, MBE, and SBE.



Key Personnel

Brief key personnel qualifications for the ECORP team are provided below. Resumes for all personnel shown in the Organization Chart (Figure 1) are provided in Section 5: Appendix A.

Jesus “Freddie” Olmos – Project Manager/Principal Agent (ECORP)

Mr. Olmos' 22 years of professional experience involves CEQA/NEPA analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Environmental Assessments (EAs), and Findings of No Significant Impact (FONSI)s, including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects. Mr. Olmos is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects. He holds a B.A., Environmental Analysis & Design, with a minor in Urban & Regional Planning from UC Irvine. He has training in Advanced NEPA

Workshop, National Association of Environmental Professionals and Caltrans' Environmental Compliance Training Course for Local Agency Partners and Consultants, Categorical Exemptions and Categorical Exclusions.

Tom Holm, AICP – Deputy Project Manager/Alternative Agent (ECORP)

Mr. Holm offers more than 40 years of diverse planning and environmental experience on a variety of environmental, natural resource, and regulatory compliance projects. He has prepared and managed project and programmatic CEQA and NEPA documents for projects throughout southern and central California including master planned communities, urban area infill, brownfields and housing redevelopment projects, transportation corridors and highways, comprehensive general plan updates, specific plans, and municipal and water agency On-Call Environmental Services contracts. Mr. Holm is a former City Planning and Transportation Commissioner, Orange County Natural History Foundation Board Member, and legislative liaison with OC American Planning Association. His clients include municipal agencies in central, west, and south Orange County. He has prepared and managed environmental documentation at all levels in Orange County jurisdictions, including the cities of Santa Ana, Fountain Valley, Irvine, Costa Mesa, and Mission Viejo. He is based in ECORP's Santa Ana office and is immediately available to assist the City with their projects. Mr. Holm has an M.A. in Urban and Regional Planning from UCLA, and a B.A. in Political Science from UC Irvine. He is a certified planner (AICP).

Anne Surdzial, AICP – QA/QC Manager (ECORP)

Ms. Surdzial is an environmental analyst with more than 30 years of experience in the planning field. She has prepared and managed the preparation of all levels of documentation for projects in compliance with CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for overseeing CEQA and NEPA work in all ECORP offices, ensuring consistency and quality of all products. Her expertise includes management of large environmental programs for public agencies that require completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments. She has prepared CEQA documents for public agencies in all southern California counties and NEPA documents for the U.S. Department of Housing and Urban Development, Bureau of Land Management, U.S. Forest Service, Department of Defense, and Federal Highways Administration. Ms. Surdzial has a B.S. in Environmental Science from UC Riverside and is a certified planner (AICP).

Lisa Westwood, RPA – AB 52 Tribal Cultural Resources Task Manager (ECORP)

Ms. Westwood is a Registered Professional Archaeologist with over 25 years of cultural resources management experience. She exceeds the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeologist and serves as principal investigator for cultural resources services required for compliance with Section 106 of the National Historic Preservation Act and CEQA. Her technical areas of expertise include advanced Section 106 compliance and consultation, cultural resources laws and regulations, preparation and negotiation of agency agreement documents (Programmatic Agreements and Memoranda of Agreement), space heritage, human bone (osteological) identification and

analysis, historical archaeology, and lithic debitage identification. She is well versed in impact assessment and development of mitigation measures for CEQA and Section 106 projects, including on-call and task-order based contracts. Her previous experience as a CEQA/NEPA Project Manager gives her a broader perspective of regulatory compliance issues, and she is recognized by the private and public sector for her ability to build consensus among stakeholders and solve complex problems quickly and effectively. She has a M.A. in Anthropology from Eastern New Mexico University and a B.A. in Anthropology from the University of Iowa. She is also a County of Orange Qualified Archaeologist.

Stacie Tennant – Biological Studies Task Manager (ECORP)

Ms. Tennant has 24 years of experience as a Wildlife Biologist/Project Manager. She has extensive experience in conducting and coordinating sensitive species surveys; focused surveys for Threatened/ Endangered plant and wildlife species; reconnaissance surveys; and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species; processing resource agency permits; and managing projects for multiple industries including transportation, water, electric utilities, and private development. She is experienced at implementation of field programs to track, report, and support compliance requirements and mitigation measures. Ms. Tennant is well versed in multiple species Habitat Conservation Plans (HCPs) including the Orange County Central/Coastal Natural Communities Conservation Plan (NCCP)/HCP, the Southern Subregion HCP, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), and the San Diego Multiple Species Conservation Plan (MSCP). Her education includes a B.S. in Environmental Biology with a Minor in Chemistry from California State University at Northridge.

John O'Connor, Ph.D., RPA – Cultural/Historic Resources Studies Task Manager (ECORP)

Dr. O'Connor is a Registered Professional Archaeologist with over 11 years of archaeological experience in North America and the Pacific Islands, experience that includes cultural resources management, academic research, museum collections management, and university teaching. Dr. O'Connor meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. Dr. O'Connor has extensive archaeological field experience, including exploratory and inventory survey, feature mapping, subsurface testing, data recovery, artifact analysis, lithic analysis, remote sensing data capture, geospatial data processing, underwater archaeology, and scientific diving. He is well versed in the evaluation of impacts to cultural resources for CEQA and NHPA Section 106 projects, and he has written or otherwise contributed to numerous environmental compliance documents throughout the Southern California region. His education includes a Ph.D. in Anthropology from the University of Oregon, and an M.A. in Anthropology and a B.A. in Anthropology from the University of Hawai'i at Mānoa. He is also a County of Orange Qualified Archaeologist.

Seth Myers – Air Quality/Noise/Energy Task Manager (ECORP)

With 17 years of experience as an environmental planner and air quality, greenhouse gas (GHG), and noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, GHG emissions, and noise analyses

and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2014, AERMOD, the Roadway Construction Model, the Federal Highway Administration's Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools. Mr. Myers has a B.A. in Environmental Studies and Planning (minor in Biology) from Sonoma State University.

Andrew Kopania, Ph.D., R.G., C.H. – Water Resources Specialist (ECORP)

Dr. Kopania's 28 years of experience in subsurface investigation, hydrogeology, and environmental engineering, including computer modeling of contaminant fate and transport, permitting and environmental impact assessment (CEQA/NEPA), expert witness services, investigation and remediation of contaminated soils and ground water, CERCLA RI/FS and RD/RA, and extensive experience in negotiations with state and federal agencies. Dr. Kopania has served as lead hydrogeologist, project manager, and technical advisor on a wide range of projects throughout California and North America. He holds a D. Env. in Environmental Science and Engineering from UCLA, an M.S. in Geology from the University of Michigan at Ann Arbor, and a B.S. in Geology from UCLA. He is also Professional Geologist, California #4711 and a Certified Hydrogeologist, California #31.

John Jay Roberts, PG, CEG - Geotechnical/Hazardous Materials Task Manager (Ninyo & Moore)

Mr. Roberts, PG, CEG, will serve as our Environmental Geologist for our environmental services. Mr. Roberts has over 45 years of experience performing environmental and geotechnical investigations of public, commercial, and industrial properties and environmental site assessments of government-owned sites, including initial site assessments (ISAs), Hazardous Materials Assessments (HMAs), Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Preliminary Environmental Assessments (PEA), Remedial Action Plans. Mr. Roberts was the Senior Geologist for Ninyo & Moore's Phase II ESI and RA (2015-16) for the Los Angeles Department of Transportation, Downtown Compressed Natural Gas and Bus Maintenance Facility. Mr. Roberts has completed characterization, remediation, and human health assessments on numerous public properties. He has prepared successful applications for brownfields clean-up grants and managed and performed hydrogeologic investigations, groundwater resource evaluations, and water supply studies. He also provides expert witness and litigation support for environmental, geotechnical, and mining matters. He has a B.S. in Geology from University of Southern California and is a Professional Geologist (CA #3489) and a Certified Engineering Geologist (CA #1018).

Frank Barrera – Traffic Study Task Manager (KOA)

Mr. Barrera has 14 years of experience in the transportation planning field and has prepared and managed traffic impact studies, parking studies, circulation and mobility studies, bikeway improvement projects, feasibility studies, and active transportation projects for public and private developments throughout Southern California. His academic and work experience provides him with a background in ArcGIS for mapping, and research & analysis. He has conducted and managed bicycle corridor analysis, GIS database development and analysis, development of analysis criteria and methodology strategies, and coordinated with local jurisdictions and project

teams on outreach workshops. He holds a B.S. in Urban Planning from California State Polytechnic University at Pomona.

Stephen Bise, PE – Preliminary Engineering (Roads) Task Manager (KOA)

Mr. Bise has managed numerous civil and traffic engineering projects for several municipalities throughout Southern California. His project experience consists of preparing final plans, specifications, and estimate (PS&E) packages for various improvements to roadways/highways, intersections, drainage, low impact development (LID) implementation, traffic signals, ITS, lighting, signing/stripping, and planning for future development. He also has extensive experience in complete streets design and implementation, which include safe multi-modal integration with aesthetic elements such as landscape and street furniture. Mr. Bise's keys to success include clear, concise communication and diligent quality control. He holds a B.S. in Civil Engineering from California State Polytechnic University at Pomona and he is a Professional Engineer (Civil), CA #76775.

Remi Candaele, PE, QSD, QISP – Hydrology/Water Quality Studies/Water Assessment Study/Utility/Sewer Study/Preliminary Engineering (Utilities) Task Manager (Huitt-Zollars)

Mr. Candaele brings a versatile background in planning, design, and construction support of Public Works and Institutional projects with an emphasis on storm water improvements. He has extensive experience in water management, street improvements, bike trails, water quality compliance, and master planning of utilities. Mr. Candaele has also prepared numerous publications and conference proceedings covering a wide range from new methods in water resources and the implementation of storm water strategic plans. He understands the importance of proactive communication with both internal and external stakeholders. His skill set is valuable to a successful completion of the project. His education includes a M.S. in Civil Engineering/Environmental Water Resources from University of Texas at Austin and an Ingenieur, Generalist, Ecole Centrale de Lille, France. He is also a Professional Civil Engineer (California/#77517) and a Qualified SWPPP Practitioner (California/#20873).

Marie Marston, PE, QSD, QISP – Hydrology/Water Quality Studies/Water Assessment Study/Utility/Sewer Study (Civil Works)

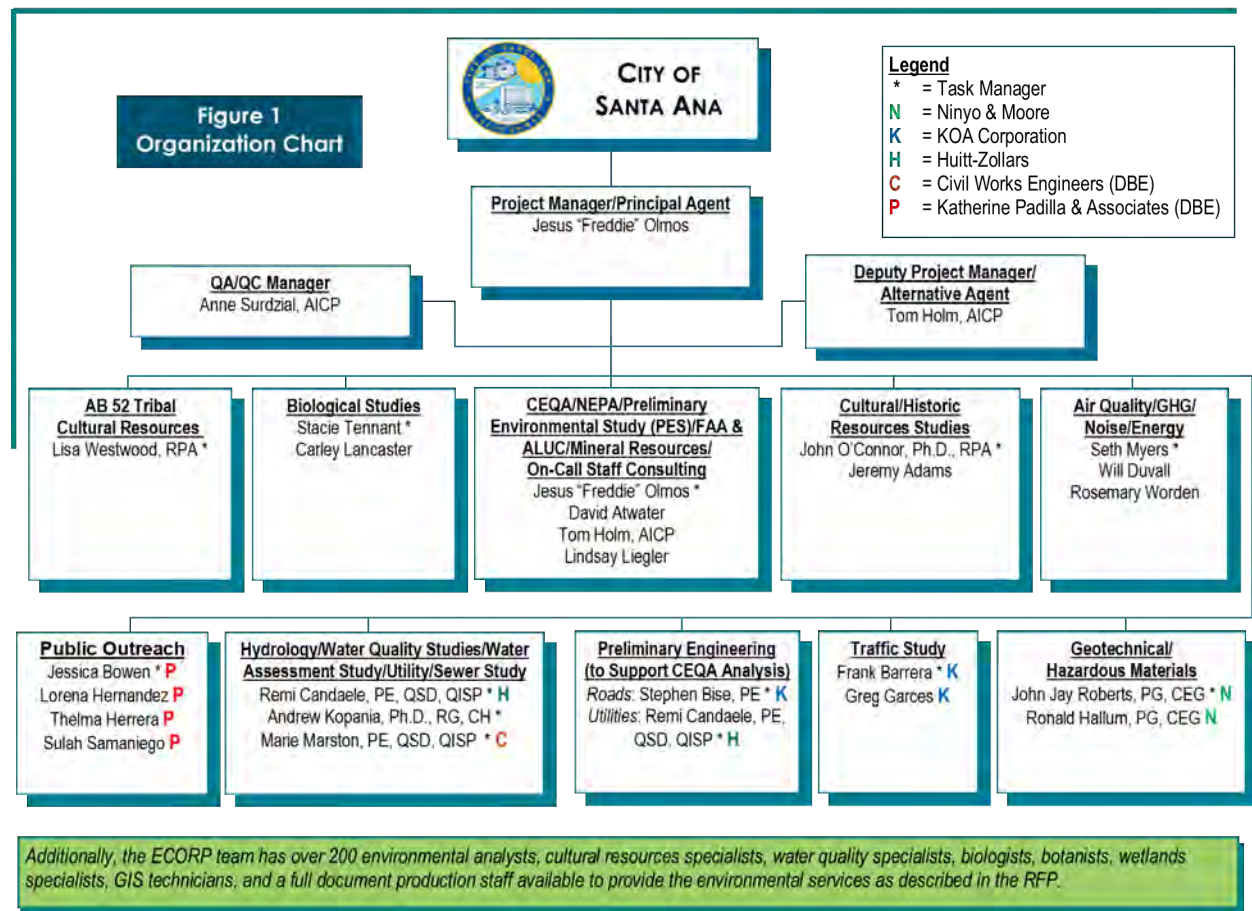
Ms. Marston, P.E., QSD, QISP is the principal and president of Civil Works Engineers, a civil engineering firm. With over 40 years of professional civil engineering experience, her background includes general infrastructure and public works improvement projects such as transportation including streets and freeways, site improvements for commercial and public facilities, hydrology and storm drains, water distribution, right-of-way engineering, utility modifications, grading, retaining walls, as well as providing funding applications assistance. Her experience covers projects from inception to completion including project and program management, planning, design, and construction. She has experience in working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, developers, and architects/engineers. She is accustomed to working on projects involving several jurisdictions therefore, requiring extensive coordination among the project stakeholders. She has provided technical expertise to local chapters of the Women's Transportation Seminar as an Advisory Board member as well as the American Public Works Association Vice President of Membership. Ms. Marston has also been on the Harbor

Commission for two years as a City of Newport Beach Council Appointed Commissioner. Ms. Marston holds a B.S. in Civil Engineering from Oregon State University and an M.B.A. from the University of California in Irvine. Ms. Marston is a registered professional engineer and a qualified SWPPP developer and practitioner in the state of California.

Jessica Padilla Bowen – Public Outreach Task Manager (KPA)

Ms. Padilla Bowen joined KPA in 2020, bringing with her more than 20 years of experience in government and nonprofit communication. She spent 15 years working in communication for the City of Carlsbad serving various departments including Community & Economic Development, Public Works, Library & Cultural Arts, and others. She also served as Public Information Officer in the City's Emergency Operations Center. Prior to joining the City of Carlsbad, Ms. Padilla Bowen spent six years in nonprofit communication, handling all aspects of media relations, from photo and video shoots to pitching and coordinating hundreds of television, print, and radio interviews. She has a Master of Public Administration from San Diego State University and a B.A. in Theater & Economics from Occidental College, Los Angeles.

Organization Chart



D – Understanding of Need

ECORP's approach to on-call consulting services with our agency clients is to work hand-in-hand with City project managers to ensure the projects receive legally sufficient environmental documentation while meeting schedule and budget constraints. Beginning at the initial project planning level, ECORP staff will work closely with City staff to determine the environmental constraints for the project so that they may be identified and avoided early in the process, if possible. ECORP can respond to the range of different City project needs, including preparing constraints analyses to understand potential environmental issues, conducting field surveys, preparing technical reports, preparing and processing all levels of CEQA or NEPA documents, and assisting the City with permitting and mitigation implementation. Through our on-call and other agency experience, we have prepared documentation for Categorical Exemptions (CEs), Initial Study/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports (EIRs), public noticing, Mitigation Monitoring Programs, Findings, and Statements of Overriding Considerations for projects throughout California, including in and for the City. Our experience includes the preparation of both stand-alone NEPA documents and joint NEPA/CEQA documents meeting a variety of federal agency guidelines, including the State Water Resources Control Board's CEQA Plus process, U.S. Army Corps of Engineers, U.S. Department of Housing and Urban Development (CDBG Grant Program), and Bureau of Reclamation. Typically, most City projects are likely to require CEs or IS/MNDs with supporting technical studies.

ECORP has extensive experience with environmental services contracts issued by public agencies. Our staff enjoys working on these types of contracts because it affords us the opportunity to establish an efficient working relationship with our client that allows us to act as a virtually seamless extension of the client's staff. This type of arrangement ensures that the contract and the various projects issued under the contract run smoothly. Our staff is particularly experienced with quick response times, short lead times for mobilizing field teams and for completing the fieldwork, and strict schedules for completing the reports. In addition, our staff members adapt quite easily to the various report formats required by our government agency clients. We understand the importance of quality control for documents that must be submitted to the resource agencies and the various entities responsible for approving the implementation of City projects.

Project Management Philosophy

ECORP is highly experienced with assisting local government agencies through the environmental process. ECORP's current work and recent experience with public agencies throughout California, and specifically in southern California and Orange County, provide us with the skills to successfully provide these services to the City. This experience enables us to efficiently and thoroughly evaluate each project to determine the level of effort and expertise required, the appropriate environmental documents or technical reports that will be necessary,

ECORP's mission is to consistently deliver high-quality environmental consulting services through outstanding science and timely, creative solutions for our clients, while providing an excellent work environment for our staff.

and the cost and schedule for completing the project. Our project management philosophy is founded on the following central principles:

- ◆ **Dedication and high-priority service**, such that all City projects are given the attention required from initiation to completion.
- ◆ **Open communication and personalized service**, so that the City's needs are understood and acted upon.
- ◆ **Awareness of the need to balance schedules and cost**, so that project tasks are appropriately focused and completed.
- ◆ **Technically and legally defensible documentation**, based on our Quality Assurance/Quality Control (QA/QC) process, which includes senior staff technical review and review by our professional technical editor.
- ◆ **No substitution of key staff** with junior or underqualified staff, so that deliverables are correct and complete the first time.
- ◆ **A commitment to excellence**, so that the City can be assured that the best service and product will be delivered within the time and budget required.

Quality Assurance/Quality Control (QA/QC)

ECORP has a very thorough QA/QC program that is the same for each of the types of services listed in Appendix Attachment 1 of the RFP, in that Mr. Olmos will oversee the entire contract. Mr. Olmos, the primary point of contact for the City, will approve the scope of work, schedule, and cost estimate to ensure the appropriate resources are available and committed to each task order and will perform the final reviews on reports and invoices. ECORP has standard outlines and report formats for CEQA and/or NEPA documentation, biological resources technical reports, cultural resources technical reports, and regulatory permitting documentation. These report formats currently meet or exceed the legal and technical standards required by the regulatory agencies that will be involved with City projects. However, we also regularly incorporate analyses and technical data into agency-specific formats, and will utilize the appropriate formats, when required.

The appropriate Task Manager will be the first person to review reports for content and accuracy. Following the Task Manager's review, ECORP's technical editors and QA/QC Manager, Ms. Surdzial, in the roles of internal technical editors and peer reviewer, will review the document for completeness and provide comments back to the Task Manager. After edits are incorporated, the report will be submitted to the Publications Department for formatting. Once the report has been assembled as a preliminary draft, it will be submitted as a draft to the City. Following the incorporation of City comments by the Task Manager, Ms. Surdzial will complete one final review of the final report prior to its submittal to the City. Our thorough QA/QC program ensures our documents and work products are comprehensive and legally defensible.

Responsiveness

ECORP understands that work can often be requested on short notice, with short turn-around times. ECORP is very experienced at responding to our clients' needs on very short notice,

often within 24 hours. Our work plan includes proactive planning and delegation of responsibilities to team members at the initiation of each task order. We want to be able to complete the projects as quickly as possible, but we will ensure that all technical analyses are conducted correctly, such as ensuring that biological resources surveys are done during the appropriate time of year. We will create a master calendar for this program so that all projects and assigned staff are evident and so each staff member knows their schedule and their responsibilities.

E – Relevant Experience

This section provides examples of ECORP's work experience comparable to the services that are expected to be needed by the City. For a number of the ECORP project examples, the currently proposed subconsultants were/are integral parts of the project teams.

Septic to Gravity Sewer Conversion Project, Santa Ana, Orange County

Client Name: City of Santa Ana as a Sub to Huitt-Zollars

Year Completed: 2020

The City of Santa Ana proposed installing sewer mains and laterals and transferring existing residences and business from septic systems to the City's sewer system in the Pasadena Street/Medford Avenue/Deodar Street and Ponderosa Street neighborhood previously unserved by the City. Extension of water mains and laterals was also included. ECORP prepared a CEQA Initial Study/Mitigated Negative Declaration, supported by Air Quality/Greenhouse Gases, Noise and Phase I Environmental Assessments (prepared by Group Delta) for the project.

On-Call Environmental Documentation Contract (CEQA/NEPA, Biological, Archaeological, and Regulatory Permits), Orange County

Client: Orange County Public Works

Year Completed: 2020

ECORP had a Master Services Agreement (MSA) with Orange County Public Works (OCPW) for on-call tasks orders based on supplemental professional services to meet workload demands and project scheduling commitments in relation to support services for regulatory permitting projects, support services for environmental documentation projects, and/or support services for habitat creation/restoration/enhancement projects. Relevant tasks that have been performed to date include:

- ◆ **Peters Canyon Wash Mitigation Restoration Services.** Restoration services were provided for the Peters Canyon Wash Habitat Mitigation Area as compensation for impacts associated with County projects. Tasks included the replacement of container plants, supplemental seed mix application, planting basin creation and mulch application, protective cage installation, weed abatement, and invasive exotics removal from the site in accordance with the HMP. ECORP submitted memorandums to the County documenting the conditions.
- ◆ **24-Hour On-Call.** ECORP provided on-call biological resources consulting services following a 24-hour notice to the County and Orange County Flood Control District. Requested services included a nesting bird survey and monitoring of vegetation

removal on the Lower Peters Canyon Retarding Basin Project. ECORP submitted a compliance memorandum to the County.

- ◆ **Santa Ana River Cleanout Surveys and Monitoring.** ECORP conducted nesting/breeding bird and grunion surveys prior to sediment removal operations at the Santa Ana River Outlet. ECORP biologists identified nests in the project area and demarcated grunion run areas for avoidance during operations in accordance with regulatory permits. Also, provided full-time biological construction monitors to protect nests, grunion run areas, snowy plovers, and least terns during operations.
- ◆ **C05 Maintenance Road Improvement Project.** ECORP conducted a biological reconnaissance survey and field meeting at a proposed staging area for the placement of the disintegrate granite for the Project. A follow-up memo was prepared with recommendations, addressing California Coastal Commission concerns.
- ◆ **Lower Peters Canyon Basin HMMP.** Prepared a Habitat Mitigation and Monitoring Plan (HMMP) for planned maintenance activities within a retarding/ retention basin. Project duties included performing an assessment of the site for mitigation potential, developing a conceptual site restoration plan, incorporating into the HMMP avoidance measures for federally protected coastal California gnatcatcher and least Bell's vireo, and submitting for resource agency review and approval.
- ◆ **Santa Ana River Bridges CEQA Addendum.** ECORP prepared an Addendum to a Program EIR addressing engineering improvements to enhance safety and security at 8 bridges along the Santa Ana River from Yorba Linda to Huntington Beach.
- ◆ **Trabuco Creek Road Dust Control and Soil Stabilization.** ECORP provided preconstruction nesting bird survey services in addition to work environmental awareness training in addition to pamphlet handouts for construction workers. Biological construction compliance monitoring was also provided during dust control and soil stabilization measures being applied to Trabuco Creek Road from Trabuco Canyon Road to the first creek crossing.
- ◆ **Hospital Road and Justice Way CEQA Documentation.** ECORP prepared a Categorical Exemption with technical studies for roadway improvements near the Orange County Juvenile Justice Center in Orange, California. Technical studies included air quality/GHG and noise, and cultural/historic resources.
- ◆ **OC Loop Bikeway Segment D Project.** ECORP prepared Cultural Resources, Biological Resources, and Location Hydraulic studies for the OC Loop Segment D Class I Bikeway project, located from Imperial Highway south to Bastanchury Road along the Carbon Canyon Flood Channel. ECORP prepared an Area of Potential Effects (APE) Map, an Archaeological Survey Report (ASR), and a Historic Property Survey Report (HPSR). ECORP's archaeologist obtained Sacred Lands search file and a list of Native American contacts for the project area from the California Native American Heritage Commission (NAHC) in compliance to the Caltrans Section 106 guidelines. ECORP also prepared a Natural Environment Study/Minimal Impact (NESMI) for the project that described the existing biological environment at the project site, based on the results of our survey work and research conducted. ECORP submitted cultural and biological

reports to Caltrans District 12 using the format and guidance contained in the Caltrans Standard Environmental Reference (SER). This Bikeway Gap Closure project is a Caltrans Local Assistance project.

- ◆ **Maintenance Monitoring Along Trabuco Creek Road.** ECORP conducted biological monitoring for the Trabuco Creek Road maintenance activities. ECORP coordinated with OC Public Works, assisted with biological compliance, provided WEAP training and monitoring reports.
- ◆ **A Nesting Bird Survey for the El Modena Open Space.** ECORP provided OC Parks with environmental services for the El Modena Open Space in Orange County, California. The survey was in support of mechanical weed reduction activities at eight locales around the perimeter of the El Modena Open Space as part of ongoing fuel modification zone management.
- ◆ **Bolsa Chica Channel Biological Survey and Jurisdictional Delineation.** ECORP provided environmental services for the Bolsa Chica Channel (channel) in the Cities of Seal Beach and Westminster. ECORP biologists conducted a biological reconnaissance survey and a jurisdictional delineation of the channel and provided OCPW with a biological report summarizing the results of both surveys. OCPW was proposing to replace repair the earthen slopes and invert and to add rock armoring from the toe to approximately two feet up the slope. The project area spans across two consecutive reaches of an approximately 3-mile stretch of the channel between State Route 22 and the confluence with the Westminster Channel.
- ◆ **East Garden Grove-Wintersburg Channel General Regulatory Support.** ECORP provided regulatory support for the East Garden Grove-Wintersburg Channel (channel) in the City of Huntington Beach, Orange County, California. Additional information regarding the jurisdictional waters within the channel was requested by OCPW based on comments from the U.S. Army Corps of Engineers (USACE). In response to this request, ECORP prepared a figure showing the location of the mapped ordinary high-water mark (OHWM) on a cross-section of the channel. ECORP also prepared a discussion regarding estimated flood events and physical indicators that were mapped during the delineation and subsequently used to identify the OHWM in the channel. The figure and discussion were presented in a letter report that serves as an addendum to the Biological Resource Assessment and Jurisdictional Delineation report on the channel prepared for the OCPW. In addition, ECORP worked with OCPW to address any additional regulatory questions or comments regarding the delineation of the channel.

As-Needed Environmental and Cultural Consultant Services, Los Angeles County

Client: Los Angeles County Public Works

Year Completed: Ongoing

Since 2007, ECORP has provided CEQA/NEPA, biological resources, restoration ecology, regulatory permitting, and cultural resources services to the county at various infrastructure projects throughout the county. Examples of task orders include:

- ◆ **Peck Water Conservation Project.** ECORP reviewed the Draft IS/MND for the Peck Road Water Conservation Improvement Project, which was prepared by another consultant. This project includes removal of sediment from an approximately eight-acre area, which Los Angeles County Flood Control District (LACFCD) Water Resources Division is proposing to mitigate by creating habitat around the perimeter of the basin.
- ◆ **Big Tujunga Wash Mitigation Area.** Since 2007, ECORP has been providing biological services for the County's 245-acre Big Tujunga Wash Mitigation Area near the community of Sunland in Los Angeles County.
- ◆ **Devil's Gate Reservoir Sediment Removal and Restoration Project.** ECORP is providing mitigation planning and regulatory permit services for the Devil's Gate Reservoir Sediment Removal and Restoration Project. The goal of the project is to restore and maintain the flood capacity of the reservoir to meet its intended level of flood protection for the communities located downstream of the facility.



Devil's Gate Reservoir Sediment Removal and Restoration Project

On-Call Environmental Services Contract, San Bernardino County

Client: San Bernardino County Department of Public Works and San Bernardino County Flood Control District

Year Completed: Ongoing

ECORP is currently providing on-call environmental services to the San Bernardino County Department of Public Works under two blanket purchase orders, one for general environmental services and the other for cultural resources services. Through these purchase orders, ECORP performs CEQA and NEPA compliance, archaeological and biological resources surveys, regulatory permitting, preconstruction surveys, construction monitoring, and environmental awareness training for Department projects, including road improvement projects and bridge replacement projects. Select task orders have included:

- ◆ **Sunburst Avenue Bike Trail Project.** The County of San Bernardino Department of Public Works (County) proposed the construction of a Class I Bike Path and a Class II Bike Lane along a two-mile portion of Sunburst Avenue between Twentynine Palms Highway (SH-62) and Calle Los Amigos in the vicinity of Joshua Tree. The County served as the CEQA Lead Agency for the IS/MND prepared by ECORP. Technical studies in support of the IS/MND included biological resources, jurisdictional delineation, California Rapid Assessment Method (CRAM) report, cultural resources, paleontological resources, air quality/greenhouse gas, and noise.
- ◆ **Mountain View Acres Storm Drain Project.** The County of San Bernardino proposed a stormwater management project for approximately 3,384 lineal feet of unnamed drainage in the unincorporated community of Mountain View Acres and the City of Victorville. The purpose of the project was to provide 100-year flood protection to the Mountain View

Acres community by extending the existing double-reinforced concrete box under Palmdale Road (State Route 18) to the northeast corner of Cobalt Road and Seneca Road. ECORP prepared an IS/MND in compliance with CEQA. ECORP hired and managed a subconsultant, who prepared an air quality study/greenhouse gas analysis to support the IS/MND. ECORP incorporated biological resources, cultural resources, and jurisdictional delineation studies completed for the project by County staff into the IS/MND. ECORP also prepared and submitted applications for a Pre-Construction Notification for a Nationwide Permit with the USACE, a Notification of Lake or Streambed Alteration Form with the CDFW, and a Section 401 Water Quality Certification Application Form with the RWQCB. The IS/MND and regulatory permitting were prepared on an accelerated schedule to meet the County's deadlines.

- ◆ **Camp Rock Road Maintenance Project.** ECORP provided biological services in support of road maintenance activities on Camp Rock Road in rural San Bernardino County twice in 2014. The work was required for routine maintenance, as well as for repairing washed-out sections of the road following monsoonal rain events and was performed in desert tortoise critical habitat. ECORP provided qualified biologists to conduct preconstruction sweeps of the work areas prior to the initiation of grading activities and monitored the work to ensure that desert tortoises and their burrows were not impacted.
- ◆ **San Moritz Drive Pipeline Replacement Project.** ECORP conducted regulatory permitting and supporting technical studies for this project, the replacement of a stormwater drainage structure underneath San Moritz Drive. ECORP prepared a jurisdictional waters delineation, cultural resources study, biological resources study, regulatory permit applications, and conducted agency coordination.
- ◆ **Bear Valley Road Repair.** ECORP performed construction monitoring for a road repair project along Bear Valley Cutoff east of State Route 18 in the Apple Valley Area for the San Bernardino County DPW. Biologists performed daily monitoring for desert tortoise and other sensitive species. The biologists also provided standard tortoise education and awareness classes for the contractor's staff to ensure that no tortoises were harmed during the project.
- ◆ **Hinkley Road Crossing Repair Project.** ECORP provided environmental review services for the reopening of Hinkley Road including the repair of the bridge protection, restriping, re-painting of pavement markings, and installation of roadside signage. ECORP prepared a CEQA categorical exemption and NEPA categorical exclusion due to federal funding of the project. ECORP also prepared a Caltrans Preliminary Environmental Study (PES), jurisdictional delineation, and regulatory permitting applications, and provided extensive coordination with regulatory agencies in support of obtaining USACE, CDFW, and RWQCB permits.
- ◆ **National Trails Highway Road Improvements.** ECORP biologists performed pre-construction surveys and construction monitoring for road improvement activities along National Trails Highway one mile north of Vista Road for the San Bernardino County DPW. Biologists performed preconstruction surveys to determine presence of desert tortoise, burrowing owl, and other nesting birds. During construction, biologists performed daily monitoring for desert tortoise, burrowing owl, and other sensitive species. The

biologists also provided standard tortoise education and awareness classes for the contractor's staff to ensure that no tortoises were harmed during the project.

- ◆ **Shadow Mountain Road Repair.** ECORP biologists performed construction monitoring during road repairs along Shadow Mountain Road and Old El Mirage Road west of US Route 395 near Adelanto for the San Bernardino County DPW. Biologists performed daily monitoring for desert tortoise and other sensitive species. The biologists also provided standard tortoise education and awareness classes for the contractor's staff to ensure that no tortoises were harmed during the project. Daily monitoring reports were generated and submitted on a weekly basis

West Street and Citron Street Sidewalk Gap Closure, Orange County

Client: City of Anaheim

Year Completed: 2018

ECORP prepared a Caltrans Local Assistance PES, NEPA CE, and CEQA CE in support of two sidewalks in the City of Anaheim just north of Anaheim High School. The project included the construction of sidewalk gap closures, including new five-foot-wide sidewalks, reconstruction of ADA-compliant driveways and ramps, curb and gutter, drainage facilities and minor asphalt concrete pavement resurfacing, and reconstruction/rehabilitation as needed to accommodate grades within the existing right-of-way along West Street and Citron Street. In support of the PES, ECORP also prepared an Area of Potential Effects (APE) Map, Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and conducted Native American Consultation. ECORP provided Spanish translation services for the public meeting notice and was available during the public meeting to answer questions from the Spanish-speaking residents.

CEQA Documents for Inglewood Avenue at Manhattan Beach Boulevard, Los Angeles County

Client: City of Redondo Beach as a Sub to Onward Engineering

Year Completed: 2017

ECORP prepared an IS/MND and supporting air quality/greenhouse gas assessment for proposed turn lane improvements on Inglewood Avenue at Manhattan Beach Boulevard in the City of Redondo Beach. The project consists of a new right turn lane on southbound Inglewood Avenue to westbound Manhattan Beach Boulevard, allowing for an additional southbound through lane. The proposed improvements are expected to improve the level of service.

Lincoln Avenue Widening Project (from East Street to Evergreen Street), Orange County

Client: City of Anaheim as a Sub to AndersonPenna Partners

Year Completed: 2018

ECORP prepared an IS/MND and supporting Cultural Resources Technical Report, which included the historic evaluation of 22 properties along Lincoln Avenue in the City of Anaheim. The Lincoln Avenue Widening Project would improve the Level of Service (LOS) for a segment of Lincoln Avenue between East Street and Evergreen Street. Lincoln Avenue serves as a major east/west arterial and is classified as a primary arterial by the City of Anaheim's General

Plan Circulation Element. Currently, this segment of Lincoln Avenue is a four-lane divided roadway operating at a LOS “C” with a mid-block volume to capacity ratio of 0.80. The Project would widen an approximate 2,700-foot segment of Lincoln Avenue from East Street to Evergreen Street and convert this segment of Lincoln Avenue from a four- to a six-lane divided arterial. This project is anticipated to improve the arterial LOS “C” to an LOS “A” with a volume capacity ratio of 0.53.

Verdugo Street Beautification Project, San Juan Capistrano, Orange County

Client: City of San Juan Capistrano as a Sub to Adams-Streeter

Year Completed: 2020

ECORP prepared a CEQA IS/MND with technical studies for right-of-way improvements to Verdugo Street in the Historic Town Center of San Juan Capistrano. The Concept Plan proposes landscaping with tree planting, enhanced paving, walkways, storm water capture/treatment, signage and utilities to create a pedestrian friendly paseo on this commercial street between Camino Capistrano and the Metrolink Station at the entry to the Historic Los Rios District in downtown San Juan Capistrano.

F – References

ECORP encourages the City to contact our references.

Table 1 – References

Reference	Agency/Address	Project Name
James Volz, P. Senior Civil Engineer (714) 834-5129 James.Volz@ocpw.ocgov.com	OC Public Works 601 N. Ross Street Santa Ana, CA 92701	On-Call Environmental Documentation Contract (CEQA/NEPA, Biological, Archaeological, and Regulatory Permits), Orange County
Brian Ige Associate Engineer (714) 647-3385 bige@santa-ana.org	City of Santa Ana Public Works Agency 20 Civic Center Plaza, M-36 Santa Ana, CA 92702	Septic to Gravity Sewer Project for Three Streets in a Residential Area, Santa Ana, Orange County
Mark Gim Project Manager (626) 458-6139 TGim@dpw.lacounty.gov	Los Angeles County Public Works 900 S. Fremont Avenue, 9 th Floor Alhambra, CA 91803	As-Needed Environmental and Cultural Consultant Services, Los Angeles County
Nancy Sansonetti, AICP Planner III (909) 387-8109 nancy.sansonetti@dpw.sbcounty.gov	County of San Bernardino, Department of Public Works 825 East Third Street San Bernardino, CA 92415	On-Call Environmental Services Contract, San Bernardino County
Cesar Carrillo, PE Principal Engineer (714) 765-5175 ccarrillo@anaheim.net	City of Anaheim, Department of Public Works 200 S. Anaheim Blvd, MS #276 Anaheim, CA 92805	West Street and Citron Street Sidewalk Gap Closure, Orange County

SECTION 2: SCOPE OF SERVICES AND SCHEDULE

Scope of Services and Schedule

This section provides ECORP's approach to providing environmental services and managing schedules applicable to right of way specialty work. Our overall approach is to provide environmental compliance services that meet the following goals:

- ◆ Concise, well-written technical documents that analyze environmental issues and provide feasible mitigation measures agreed upon by City staff
- ◆ High-quality CEQA and NEPA documents that are easily understandable by the public and decision makers and meet the requirements of outside agencies, if needed
- ◆ Delivery of services on time and within budget

CEQA/NEPA Environmental Documentation Services

ECORP has a highly qualified group of in-house professionals with over 20 years of experience in preparing environmental documents that comply with both CEQA and NEPA, including IS/MNDs, EIRs, Categorical or Statutory Exemptions, Environmental Impact Statements (EIS), Environmental Assessments (EA), Categorical Exclusions (CE), Findings of No Significant Impact (FONSI), and joint CEQA/NEPA documents. ECORP's environmental specialists regularly synthesize technical studies provided by specialty subconsultants (e.g., traffic, hazardous waste, geotechnical/soils, hydrology/floodplain) into the respective sections of environmental documents. They are also experienced in conducting detailed Alternatives Analysis, Addendum and Supplemental/Subsequent CEQA/NEPA documentation, noticing, public outreach (including Spanish-English bilingual services), and preparing the administrative record.

Bilingual Outreach

Our CEQA and NEPA document expertise extends to facilitating the public participation component of these processes. Our technical staff includes English/Spanish bilingual personnel, and we often include the English/Spanish translation of public notices and other public information materials as part of the environmental process.

ECORP's English-Spanish bilingual CEQA professionals can assist with translation of notices, informational materials and handouts, and can assist with the Spanish-speaking public at project meetings.

Cultural Resources Services

ECORP's staff of cultural resources specialists is experienced providing the full range of cultural resources services to a variety of public and private clients throughout California. Our staff of archaeologists and historic resources specialists is fully versed in procedures to comply with the cultural resources provisions of CEQA, Section 106 of the NHPA, and other federal, state, and local statutes. Our project experience includes conducting hundreds of records searches and surveys, recording both prehistoric and historic-age archaeological resources. ECORP is leading the way in the implementation of the new CEQA requirement for tribal consultation under the recently passed Assembly Bill (AB) 52. We document historic-age structures and buildings, evaluate resources for eligibility for the National Register of Historic Places, the California Register of Historical Resources, and local registers, and conduct test excavations to evaluate archaeological sites. ECORP's cultural resources staff conducts Native American consultation for most projects.



ECORP's cultural resources staff has provided monitoring services throughout southern California

Biological Resources Evaluations and Habitat Assessments

ECORP is well versed in the management of biological resources of Orange County including the Central-Coastal Natural Community Conservation Plan NCCP/HCP, Orange County Southern Subregion HCP, and Orange County Transportation Authority's M2 NCCP/HCP. ECORP is fully staffed with biologists permitted to perform habitat assessments and protocol-level surveys for state-listed and federally listed wildlife species likely to be encountered in Orange County under this contract. Our botanists have permits to collect vouchers for several sensitive plant species, and we have certified arborists in-house. Our staff has local, regional, and statewide experience working within a wide variety of habitats and natural communities. Our biologists are familiar with species' habitat components and life histories and apply agency-approved survey methods.



Our biologists conduct aquatic and terrestrial biological surveys, as well as monitoring

The ECORP team has prepared a variety of environmental documents that include, but are not limited to, habitat mitigation and monitoring plans, long-term monitoring plans (i.e., restoration), habitat conservation plans, natural community conservation plans, feasibility studies, biological technical reports, biological due diligence/ assessments, and environmental assessments. We conduct jurisdictional wetland delineations and prepare reports following established agency standards. These reports consistently receive concurring determinations from the agencies.

ECORP staff members have established professional working relationships with federal and state regulatory agencies, based on technical excellence and a thorough understanding of regulatory processes. We are experienced in preparing environmental permit applications for a variety of agencies that include, but are not limited to, USACE, USFWS, CDFW, and RWQCB,

and have successfully negotiated permit conditions on behalf of our clients for hundreds of projects.

Air Quality and Greenhouse Gas Assessments

ECORP's technical assessment and modeling team is involved in the preparation of a full range of CEQA environmental compliance and review documents, and is proficient in the use of CalEEMod, EMFAC2014, AERMOD, and other industry standard emissions modeling tools. ECORP has extensive expertise conducting emissions-related analyses and a comprehensive working knowledge of the associated regulatory environment, including that promulgated by the South Coast Air Quality Management District (SCAQMD) to achieve and maintain all federal and state air quality standards in the South Coast Air Basin, in which the City is located. We are also familiar with the SCAQMD's and the City's efforts to reduce greenhouse gas emissions and reduce the effects of climate change.

Noise Assessments

ECORP employs state-of-the-art technology and a comprehensive working knowledge of the regulatory environment to provide clients with cost-efficient and technically defensible noise-related analysis. ECORP's technical analysts are proficient in the use of the Roadway Construction Model, the Federal Highway Administration Highway Traffic Noise Prediction Model, and other industry standard noise modeling tools. ECORP also provides both short and long-term noise level measurements to assess the existing noise environment and effectively analyze the contributions of a given project on future ambient noise levels. Noise level measurements provide an understanding of existing conditions as they relate to local regulations and the noise-sensitive land uses in a given area. Our staff is experienced with collecting noise level measurements for a variety of projects, from residential homes to commercial and warehouse developments, and use equipment which meets the latest American National Standards Institute (ANSI) standard specifications for sound level meters.

We will create a master calendar for this program so that all projects and assigned staff are clearly defined and each staff member knows their schedule and their responsibilities.

Supporting Technical Studies and Services

Hydrology, Water Quality, Sewer, and Utility Services

Both Huitt-Zollars and Civil Works offer a wide range of storm water quality management expertise to both the private and public sectors for both linear and traditional construction projects throughout California. These subconsultants approach each project with site-specific and cost-effective techniques to minimize storm water pollution, and comply with state, federal, and local regulations. The ECORP team includes Certified Professionals in Erosion and Sediment Control (CPESCs) that are certified by the State as Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP). Each QSDs and QSPs are familiar with the requirements set forth in the NPDES Construction General Permit, Municipal, and Industrial Permits. Both Huitt-Zollars and Civil Works have long-term experience with SWPPP preparation and implementation and qualified staff that specialize in compliance assistance with the requirements of the State Water Resources Control Board (SWRCB). Their staff possesses an

in-depth knowledge of appropriate and effective erosion and sediment control Best Management Practices (BMPs) and our team of project managers and environmental specialists regularly assist clients with the permitting and monitoring process.

Traffic and Transportation Engineering Services

KOA has extensive experience in traffic and transportation engineering and has provided traffic engineering services on many awarded winning projects throughout Southern California. Their staff of registered professional engineers and designers has extensive knowledge of standards and specifications such as the California Manual on Uniform Traffic Control Devices, Highway Design Manual, Highway Capacity, and Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications. They also have knowledge and experience in preparing Caltrans Encroachment permits, PEERs, and Fact sheets. KOA services include, but are not limited to traffic circulation study, vehicles miles traveled (VMT) analysis, transportation demand management plans, transit and access improvement plans, parking analysis and management measures, signal timing, engineering and traffic survey, collision data analysis, road safety audits and systemic safety analysis, signal and left-turn warrants, signing and striping design, bicycle facilities design, traffic signal, intelligent transportation systems (ITS), traffic management systems (TMS), street lighting, worksite traffic control plan, and traffic signal system inventory and master plan.

Geotechnical

Ninyo & Moore will provide geotechnical consulting services in preparation of environmental planning documents in accordance with the guidelines of the CEQA and NEPA. Ninyo & Moore's CEQA and NEPA-level evaluation will address the site geologic conditions, the proposed project's impacts on the geologic environment, the potential geologic and seismic hazards that may affect the project, and appropriate mitigation recommendations. Their approach to this evaluation generally entails review of geotechnical background materials, including topographic and geologic maps, published geotechnical literature, seismic data, groundwater data, and aerial photographs; geologic site reconnaissance; evaluation of the potential impacts that the project components may have on the existing geologic environment; assessment of the general geologic conditions and seismic hazards affecting the area, including surface fault rupture, ground shaking, liquefaction, landslides and mudflows, soil erosion, subsidence, settlement, and expansion or collapse of soils, and evaluation of their potential impacts on the project; compilation and geotechnical analysis of existing geotechnical data pertaining to the subsurface conditions; and preparation of a Geology and Soils technical report presenting findings, conclusions, and preliminary mitigation recommendations regarding the various geologic constraints for the project, as well as conclusions and recommendations relative to the geotechnical aspects of the project's conceptual design and construction.

Environmental Site Assessments

Ninyo & Moore will assist in conducting Phase I Environmental Site Assessments (ESAs) to evaluate if recognized environmental conditions (RECs) are present on project sites. RECs are basically the likely presence of hazardous substances or petroleum products in soil, soil vapor or groundwater at the property indicative of a release. The Phase I ESAs will be prepared in accordance with ASTM Phase I ESA Standard E1527-13. The Phase I ESAs are based on

review of the historical records (topographic maps, Sanborn Fire Insurance Rate Maps, aerial photographs, etc.), environmental lien search, environmental database review, property records review (including previous environmental documents), site reconnaissance, property owners interviews, and regulatory agency personnel interviews. The Phase I ESA report can be incorporated into the CEQA/NEPA document. If RECs are identified, they will be clearly identified in the Phase I ESA report, which will include recommendations for a Phase II ESA. The Phase II ESA is intended to thoroughly investigate the chemicals of potential concern (COPCs) suspected to be present in soil, soil vapor or groundwater beneath the project site. The Phase II ESA will be conducted in accordance with ASTM Phase II ESA Standard E1903-11. The scope of the Phase II ESA will be presented in a work plan for review and approval by the Harbor Department. The Phase II ESA will include appropriate sample collection and analyses, compare concentrations of COPCs to appropriate federal or state regulatory health risk screening levels, and evaluate health risks to workers and occupants. The Phase II ESA will clearly summarize results and provide potential mitigation measures to reduce their impacts to the project. Results of the Phase II ESA will be clearly presented in the Phase II ESA report, which can be incorporated into the CEQA/NEPA document.

Managing the Schedule to Meet Deliverable Objectives

Our approach to managing the schedule emphasizes the following:

- ◆ **Determining resource needs** – Looking at similar projects, researching data on specific activities, consulting with managers of similar projects.
- ◆ **Selecting the right schedule for type and complexity of project** –Using Excel to create a Milestone or Gantt chart for linear projects or Microsoft Project to produce a CPM schedule. We will create a master calendar for this program so that all projects and assigned staff are evident and so each staff member knows their schedule and their responsibilities.
- ◆ **Disseminating the project schedule** – Providing the schedule to the City and consultant project team, Project Managers, and senior management; reviewing the schedule during the project kickoff meeting; updating it as needed with project reporting meetings; and attaching it to the project execution plan.
- ◆ **Managing the schedule** – Tracking planned against actual progress and using schedule compression as necessary to complete the project on time. Compression techniques can include adding qualified staff from other Southern California offices or other resources to shorten the time required for a task; performing tasks in parallel that were originally to be done in sequence; or by splitting tasks so that subsequent tasks can begin early.

SECTION 3: FEE PROPOSAL

ECORP is presenting the fee proposal in a separate sealed envelope per RFP guidelines.

SECTION 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.

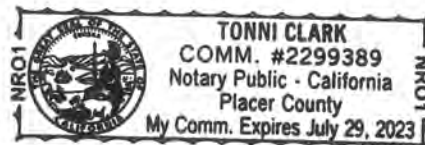
Signed _____

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of October, 2024 by Brant Brechbuhl, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Tonni Clark
Notary Public Signature

Notary Public Seal



Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

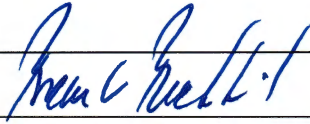
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 ECORP Consulting, Inc.

Signed and Printed Name:  Brant Brechbiel

Title Vice President/Contracting Officer

Date October 12, 2021

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

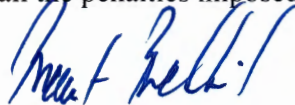
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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:



Title:

Vice President/Contracting Officer

Firm:

ECORP Consulting, Inc.

Date:

October 12, 2021

EXHIBIT C

CONSULTANT'S FEE & COSTS PROPOSAL

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Appendix
ATTACHMENT 4
CALTRANS ATTACHMENTS

Please see below.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8.00%
 3. Project Description: On-Call Environmental Consulting Services (RFP No. 21-105)
 4. Project Location: City of Santa Ana
 5. Consultant's Name: ECORP Consulting, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$950,000
 8. Total Dollar Amount for **ALL** Subconsultants: TBD 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
KOA - Traffic Studies and Preliminary Engineering (to support CEQA Analysis)	N/A	N/A	
Ninyo & Moore - Environmental and Geotechnical Services	N/A	N/A	
KPA - Public Outreach	31503	Katherine Padilla Ortanez - 787 Merrett Drive, Pasadena, CA 91104, (626) 818-3324	20,000
Huitt-Zollars - Hydrology/Water Quality Studies, Water Assessment Studies, and Utility/Sewer Studies	N/A	N/A	
TBD - Environmental/Engineering Services	TBD	TBD	56,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			\$ 76,000
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			8 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____			
24. Date _____			
25. Local Agency Representative's Name _____			
26. Phone _____			
27. Local Agency Representative's Title _____			
14. TOTAL CLAIMED DBE PARTICIPATION			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
15. Preparer's Signature _____			01/12/2023
16. Date _____			
17. Preparer's Name _____			(714) 648-0630
18. Phone _____			
19. Preparer's Title _____			

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 5

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ECORP Consulting, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. _____ Contract No. _____ Participation Amount \$ \$950,000.00 Date 01/31/2023

For Combined Rate					
	Fringe Benefit 64.66%	+	General & Administrative 125.00%	=	Combined ICR 189.66%
	OR				
For Home Office Rate					
	Fringe Benefit %	+	General & Administrative %	=	Home Office ICR%
For Field Office Rate					
	Fringe Benefit %	+	General & Administrative %	=	Field Office ICR%

	Fee	=	10%
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BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Anne Surdzial – QA/QC Manager * Senior Environmental Planner	\$236.42	\$0.00	\$0.00	01/01/2023	12/31/2023	\$74.20		Not Applicable
	\$243.51	\$0.00	\$0.00	01/01/2024	12/31/2024	\$76.43	3.0%	
	\$250.82	\$0.00	\$0.00	01/01/2025	12/31/2025	\$78.72	3.0%	
	\$258.34	\$0.00	\$0.00	01/01/2026	12/31/2026	\$81.08	3.0%	
Freddie Olmos – Project Manager/ Principal Agent* Senior Environmental Planner	\$178.84	\$0.00	\$0.00	01/01/2023	12/31/2023	\$56.13		Not Applicable
	\$184.21	\$0.00	\$0.00	01/01/2024	12/31/2024	\$57.81	3.0%	
	\$189.74	\$0.00	\$0.00	01/01/2025	12/31/2025	\$59.55	3.0%	
	\$195.43	\$0.00	\$0.00	01/01/2026	12/31/2026	\$61.33	3.0%	
Margaret Partridge – Project Manager/Alternative Agent* Senior Environmental Planner	\$153.16	\$0.00	\$0.00	01/01/2023	12/31/2023	\$48.07		Not Applicable
	\$157.76	\$0.00	\$0.00	01/01/2024	12/31/2024	\$49.51	3.0%	
	\$162.49	\$0.00	\$0.00	01/01/2025	12/31/2025	\$51.00	3.0%	
	\$167.37	\$0.00	\$0.00	01/01/2026	12/31/2026	\$52.53	3.0%	
David Atwater – Senior Environmental Planner*	\$168.49	\$0.00	\$0.00	01/01/2023	12/31/2023	\$52.88		Not Applicable
	\$173.54	\$0.00	\$0.00	01/01/2024	12/31/2024	\$54.47	3.0%	
	\$178.75	\$0.00	\$0.00	01/01/2025	12/31/2025	\$56.10	3.0%	
	\$184.11	\$0.00	\$0.00	01/01/2026	12/31/2026	\$57.78	3.0%	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Lindsay Liegler – Associate Environmental Planner*	\$106.96	\$160.44	\$213.93	01/01/2023	12/31/2023	\$33.57		Not Applicable
	\$110.17	\$165.26	\$220.34	01/01/2024	12/31/2024	\$34.58	3.0%	
	\$113.48	\$170.22	\$226.95	01/01/2025	12/31/2025	\$35.61	3.0%	
	\$116.88	\$175.32	\$233.76	01/01/2026	12/31/2026	\$36.68	3.0%	
Seth Myers – Senior Air Quality/GHG/Noise Analyst*	\$160.84	\$0.00	\$0.00	01/01/2023	12/31/2023	\$50.48		Not Applicable
	\$165.67	\$0.00	\$0.00	01/01/2024	12/31/2024	\$51.99	3.0%	
	\$170.64	\$0.00	\$0.00	01/01/2025	12/31/2025	\$53.55	3.0%	
	\$175.76	\$0.00	\$0.00	01/01/2026	12/31/2026	\$55.16	3.0%	
William Duvall – Senior Air Quality/GHG/Noise Analyst*	\$159.31	\$0.00	\$0.00	01/01/2023	12/31/2023	\$50.00		Not Applicable
	\$164.09	\$0.00	\$0.00	01/01/2024	12/31/2024	\$51.50	3.0%	
	\$169.02	\$0.00	\$0.00	01/01/2025	12/31/2025	\$53.05	3.0%	
	\$174.09	\$0.00	\$0.00	01/01/2026	12/31/2026	\$54.64	3.0%	
Rosemarie Worden – Associate Environmental Planner*	\$89.37	\$134.06	\$178.75	01/01/2023	12/31/2023	\$28.05		Not Applicable
	\$92.06	\$138.08	\$184.11	01/01/2024	12/31/2024	\$28.89	3.0%	
	\$94.82	\$142.23	\$189.64	01/01/2025	12/31/2025	\$29.76	3.0%	
	\$97.66	\$146.49	\$195.32	01/01/2026	12/31/2026	\$30.65	3.0%	
Stacie Tennant – Senior Wildlife Biologist*	\$175.24	\$0.00	\$0.00	01/01/2023	12/31/2023	\$55.00		Not Applicable
	\$180.50	\$0.00	\$0.00	01/01/2024	12/31/2024	\$56.65	3.0%	
	\$185.92	\$0.00	\$0.00	01/01/2025	12/31/2025	\$58.35	3.0%	
	\$191.49	\$0.00	\$0.00	01/01/2026	12/31/2026	\$60.10	3.0%	
Carley (Lancaster) Adams – Staff Biologist/Arborist*	\$125.92	\$188.88	\$251.84	01/01/2023	12/31/2023	\$39.52		Not Applicable
	\$129.70	\$194.55	\$259.40	01/01/2024	12/31/2024	\$40.71	3.0%	
	\$133.59	\$200.38	\$267.18	01/01/2025	12/31/2025	\$41.93	3.0%	
	\$137.60	\$206.40	\$275.19	01/01/2026	12/31/2026	\$43.18	3.0%	
Sonia Sifuentes, RPA – Cultural Resources Manager* Senior Archaeologist	\$141.60	\$0.00	\$0.00	01/01/2023	12/31/2023	\$44.44		Not Applicable
	\$145.85	\$0.00	\$0.00	01/01/2024	12/31/2024	\$45.77	3.0%	
	\$150.22	\$0.00	\$0.00	01/01/2025	12/31/2025	\$47.15	3.0%	
	\$154.73	\$0.00	\$0.00	01/01/2026	12/31/2026	\$48.56	3.0%	
Jeremy Adams – Cultural Resources Manager* Senior Architectural Historian	\$168.49	\$0.00	\$0.00	01/01/2023	12/31/2023	\$52.88		Not Applicable
	\$173.54	\$0.00	\$0.00	01/01/2024	12/31/2024	\$54.47	3.0%	
	\$178.75	\$0.00	\$0.00	01/01/2025	12/31/2025	\$56.10	3.0%	
	\$184.11	\$0.00	\$0.00	01/01/2026	12/31/2026	\$57.78	3.0%	
Lisa Westwood, RPA – Cultural Resources Manager* Tribal Cultural Resources Specialist	\$257.32	\$0.00	\$0.00	01/01/2023	12/31/2023	\$80.76		Not Applicable
	\$265.04	\$0.00	\$0.00	01/01/2024	12/31/2024	\$83.18	3.0%	
	\$272.99	\$0.00	\$0.00	01/01/2025	12/31/2025	\$85.68	3.0%	
	\$281.18	\$0.00	\$0.00	01/01/2026	12/31/2026	\$88.25	3.0%	

Christopher Uminski – Assistant Environmental Planner	\$70.10	\$105.15	\$140.20	01/01/2023	12/31/2023	\$22.00		Not Applicable
	\$72.20	\$108.30	\$144.40	01/01/2024	12/31/2024	\$22.66	3.0%	
	\$74.37	\$111.55	\$148.73	01/01/2025	12/31/2025	\$23.34	3.0%	
	\$76.60	\$114.90	\$153.20	01/01/2026	12/31/2026	\$24.04	3.0%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ECORP Consulting, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date 01/31/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	IRS Rate	\$
Equipment Rental and Supplies	TBD		\$	\$ At cost
Permit Fees			\$	\$ At cost
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$ At rental cost
Subconsultant 1: Ninyo & Moore				\$ TBD
Subconsultant 2: KOA Corporation				\$ TBD
Subconsultant 3: Huitt-Zollars, Inc.				\$ TBD
Subconsultant 4: DBE TBD				\$ TBD
Subconsultant 5: Katherine Padilla & Associates				\$ TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.


EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Brant Brechbiel Title *: Vice President
Signature :  Date of Certification (mm/dd/yyyy): 02/01/2023
Email: bbrechbiel@ecorpcconsulting.com Phone Number: (714) 648-0630
Address: 2861 Pullman Street, Santa Ana, CA 92705

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

List services the consultant is providing under the proposed contract:

Environmental compliance services.

COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Ninyo & Moore

Prime Consultant



Subconsultant



2nd Tier Subconsultant

Project No. _____ **Contract No.** _____ **Participation Amount** ⁴ TBD **Date** 1/31/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	137.19%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

OH Rate Fee			=	10%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Garreth Saiki, Principal Engineer* Geotechnical Engineer/Geologist/Env. Scient	\$193.18	N/A	N/A	09/01/2021	08/31/2022	\$74.04	0.0%	Not Applicable
	\$198.97	N/A	N/A	09/01/2022	08/31/2023	\$76.26	3.0%	
	\$204.94	N/A	N/A	09/01/2023	08/31/2024	\$78.55	3.0%	
	\$204.94	N/A	N/A	09/01/2024	08/31/2025	\$78.55	3.0%	
	\$211.09	N/A	N/A	09/01/2025	08/31/2026	\$80.91	3.0%	
Project Engineer*	\$130.45	N/A	N/A	09/01/2021	08/31/2022	\$50.00	0.0%	Not Applicable
	\$134.37	N/A	N/A	09/01/2022	08/31/2023	\$51.50	3.0%	
	\$138.40	N/A	N/A	09/01/2023	08/31/2024	\$53.05	3.0%	
	\$138.40	N/A	N/A	09/01/2024	08/31/2025	\$53.05	3.0%	
	\$142.55	N/A	N/A	09/01/2025	08/31/2025	\$54.64	3.0%	
Vance Hunter, Group 1- Materials Tester **	\$151.46	\$180.48	\$209.51	09/01/2021	08/31/2022	\$58.05	0.0%	Not Applicable
	\$156.00	\$185.90	\$215.79	09/01/2022	08/31/2023	\$59.79	3.0%	
	\$160.68	\$191.47	\$222.27	09/01/2023	08/31/2024	\$61.59	3.0%	
	\$160.68	\$191.47	\$222.27	09/01/2024	08/31/2025	\$61.59	3.0%	
	\$165.50	\$197.22	\$228.93	09/01/2025	08/31/2026	\$63.43	3.0%	
Matthew Jacobs, Group 1- Materials Tester **	\$147.88	\$176.22	\$204.56	09/01/2021	08/31/2022	\$56.68	0.0%	Not Applicable
	\$152.32	\$181.51	\$210.70	09/01/2022	08/31/2023	\$58.38	3.0%	
	\$156.89	\$186.96	\$217.02	09/01/2023	08/31/2024	\$60.13	3.0%	
	\$156.89	\$186.96	\$217.02	09/01/2024	08/31/2025	\$60.13	3.0%	
	\$161.60	\$192.56	\$223.53	09/01/2025	08/31/2026	\$61.94	3.0%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Ninyo & Moore ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ **Contract No.** _____ **Participation Amount** \$ TBD **Date** 1/31/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	137.19%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0.00%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0.00%	Field Office ICR%

OH Rate Fee			=	10%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ³	% or \$ Increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Field Operations Manager*	\$143.50	N/A	N/A	09/01/2021	08/31/2022	\$55.00	0.0%	Not Applicable
	\$147.80	N/A	N/A	09/01/2022	08/31/2023	\$56.65	3.0%	
	\$152.24	N/A	N/A	09/01/2023	08/31/2024	\$58.35	3.0%	
	\$152.24	N/A	N/A	09/01/2024	08/31/2025	\$58.35	3.0%	
	\$156.81	N/A	N/A	09/01/2025	08/31/2026	\$60.10	3.0%	
Geotechnical Assistant*	\$86.10	N/A	N/A	09/01/2021	08/31/2022	\$33.00	0.0%	Not Applicable
	\$88.68	N/A	N/A	09/01/2022	08/31/2023	\$33.99	3.0%	
	\$91.34	N/A	N/A	09/01/2023	08/31/2024	\$35.01	3.0%	
	\$91.34	N/A	N/A	09/01/2024	08/31/2025	\$35.01	3.0%	
	\$94.08	N/A	N/A	09/01/2025	08/31/2026	\$36.06	3.0%	
Dispatcher*	\$148.04	N/A	N/A	09/01/2021	08/31/2022	\$56.74	0.0%	Not Applicable
	\$152.48	N/A	N/A	09/01/2022	08/31/2023	\$58.44	3.0%	
	\$157.06	N/A	N/A	09/01/2023	08/31/2024	\$60.20	3.0%	
	\$157.06	N/A	N/A	09/01/2024	08/31/2025	\$60.20	3.0%	
	\$161.77	N/A	N/A	09/01/2025	08/31/2026	\$62.00	3.0%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _Ninyo & Moore_____ ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. _____ Date _____ 1/31/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Testing Services in Accordance with the Attached Schedule of Fees for Laboratory Testing				
			\$	\$
				\$
			\$	\$
				\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Avram Ninyo Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 10/13/2021

Email: aninyo@ninyoandmoore.com Phone Number: 858.576.1000

Address: 5710 Ruffin Road, San Diego, CA 92123

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

List services the consultant is providing under the proposed contract:

Materials Testing and Inspection Services



Exhibit 10-H2 Cost Proposal

Contract:

Santa Ana On-Call Engineering and Planning Services

Consultant: **KOA Corporation**

Date: 1/9/2023

	Fringe Benefit %		Overhead %		G&A %		Combined %
NORMAL	39.72%	+	31.47%	+	78.38%	=	149.57%

(= 0% if Included in OH)

FEE % = 10%

(= 0% if Included in OH)

Salary Increase 5.00%*

Name / Classification	Hourly Billing Rates	Effective date		of	Actual hourly Rate	% Increase*	Hourly range for class
	Straight	From	hourly rate To				
Frank Barrera /Project Manager	\$172.95	1/1/2023	12/31/2023		\$63.00		
	\$181.60	1/1/2024	12/31/2024		\$66.15	5.00%	Not Applicable
	\$190.68	1/1/2025	12/31/2025		\$69.46	5.00%	
Jonathan Louie/Senior Planner	\$181.19	1/1/2023	12/31/2023		\$66.00		
	\$190.25	1/1/2024	12/31/2024		\$69.30	5.00%	Not Applicable
	\$199.76	1/1/2025	12/31/2025		\$72.77	5.00%	
Greg Garces/Senior Designer	\$120.79	1/1/2023	12/31/2023		\$44.00		
	\$126.83	1/1/2024	12/31/2024		\$46.20	5.00%	Not Applicable
	\$133.17	1/1/2025	12/31/2025		\$48.51	5.00%	
Christian Dy/Senior Associate Engineer	\$104.32	1/1/2023	12/31/2023		\$38.00		
	\$109.54	1/1/2024	12/31/2024		\$39.90	5.00%	Not Applicable
	\$115.01	1/1/2025	12/31/2025		\$41.90	5.00%	
Pinal Vashi/Associate Engineer	\$87.85	1/1/2023	12/31/2023		\$32.00		
	\$92.24	1/1/2024	12/31/2024		\$33.60	5.00%	Not Applicable
	\$96.85	1/1/2025	12/31/2025		\$35.28	5.00%	
Elizabeth Ibarra/Administrative	\$89.91	1/1/2023	12/31/2023		\$32.75		
	\$94.40	1/1/2024	12/31/2024		\$34.39	5.00%	Not Applicable
	\$99.12	1/1/2025	12/31/2025		\$36.11	5.00%	

*Rates will continue to escalate at 5% per annum for the life of the contract.

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant KOA Corporation ☐ Prime Consultant ☐ Subconsultant
 Project No. TBD Contract No. TBD Date 10/14/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$0.56	\$
Equipment Rental and Supplies			\$ At Cost	\$
Permit Fees			\$ At Cost	\$
Plan Sheets			\$ At Cost	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

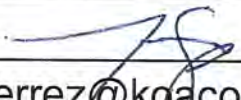
Certification of Direct Costs:

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Juan Gutierrez, CMA Title *: CFO
Signature :  Date of Certification (mm/dd/yyyy): 10/14/2021
Email: jgutierrez@kdacorp.com Phone Number: 323-859-3123
Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754

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

List services the consultant is providing under the proposed contract:

Engineering and Planning Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Huitt-Zollars, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. N/A Contract No. 21-105 Participation Amount \$ TBD Date 02/01/23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	203.03%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	154.35%	Field Office ICR%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate From To		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)					
Jeff Okamoto – Principal in Charge Civil Engineer VIV	\$401.87	\$602.80	\$803.73	01/01/2023	12/31/2023	\$120.56		Not Applicable
	\$413.92	\$620.88	\$827.84	01/01/2024	12/31/2024	\$124.18	3.0%	
	\$426.34	\$639.51	\$852.68	01/01/2025	12/31/2025	\$127.90	3.0%	
	\$439.13	\$658.70	\$878.26	01/01/2026	12/31/2026	\$131.74	3.0%	
Miguel Hernandez – Sr. Project Mgr Civil Engineer VIII	\$307.70	\$461.55	\$615.40	01/01/2023	12/31/2023	\$92.31		Not Applicable
	\$316.93	\$475.40	\$633.86	01/01/2024	12/31/2024	\$95.08	3.0%	
	\$326.44	\$489.66	\$652.88	01/01/2025	12/31/2025	\$97.93	3.0%	
	\$336.23	\$504.35	\$672.46	01/01/2026	12/31/2026	\$100.87	3.0%	
Hla Htun – Sr. Civil Engineer Engineer IV	\$160.27	\$240.40	\$320.53	01/01/2023	12/31/2023	\$48.08		Not Applicable
	\$165.07	\$247.61	\$330.15	01/01/2024	12/31/2024	\$49.52	3.0%	
	\$170.03	\$255.04	\$340.05	01/01/2025	12/31/2025	\$51.01	3.0%	
	\$175.13	\$262.69	\$350.26	01/01/2026	12/31/2026	\$52.54	3.0%	
Sean Oliver – Engineer in Training Engineer II	\$150.67	\$226.00	\$301.33	01/01/2023	12/31/2023	\$45.20		Not Applicable
	\$155.19	\$232.78	\$310.37	01/01/2024	12/31/2024	\$46.56	3.0%	
	\$159.84	\$239.76	\$319.68	01/01/2025	12/31/2025	\$47.95	3.0%	
	\$164.64	\$246.96	\$329.27	01/01/2026	12/31/2026	\$49.39	3.0%	
Jian Huang – Engineer in Training Engineer I	\$108.97	\$163.45	\$217.93	01/01/2023	12/31/2023	\$32.69		Not Applicable
	\$112.24	\$168.35	\$224.47	01/01/2024	12/31/2024	\$33.67	3.0%	
	\$115.60	\$173.40	\$231.21	01/01/2025	12/31/2025	\$34.68	3.0%	
	\$119.07	\$178.61	\$238.14	01/01/2026	12/31/2026	\$35.72	3.0%	

(Add pages as necessary)

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Huitt-Zollars, Inc. ☐ Prime Consultant ☒ Subconsultant

Project No. N/A Contract No. 21-105 Date 02/1/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		EA	\$0.655	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Jill ManningTitle *: Vice PresidentSignature : *Jill Manning*Date of Certification (mm/dd/yyyy): 02/01/2023Email: jmanning@huitt-zollars.comPhone Number: 214-871-3311 x10027Address: 5430 LBJ Freeway, Dallas, TX 75240

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

List services the consultant is providing under the proposed contract:

Hydrology/Water Quality Studies, Water Assessment Studies, and Utility/Sewer Studies

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Katherine Padilla & Associates (KPA), Inc.

Prime Consultant ECORP

Subconsultant KPA

2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ TBD _____ Date 1/9/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	152%	(Safe Harbor Rate)	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %			Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %			Field Office ICR%
Fee				10%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification1	Hourly Billing Rates2			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate4	% or \$ Increase	Hourly Range - for Classifications Only
	Straight3	OT(1.5x)	OT(2x)	From	To			
Katherine Padilla Otanez, President	\$221.76	\$290.40	\$387.20	1/1/2023	12/31/2026	\$80.00	0% 0% 0%	
Jessica Padilla Bowen, Sr. Associate	\$207.90	\$272.25	\$363.00	1/1/2023	12/31/2026	\$75.00	0% 0% 0%	
Thelma Herrera, Sr. Project Manager	\$207.90	\$272.25	\$363.00	1/1/2023	12/31/2026	\$75.00	0% 0% 0%	
Xavier Sibaja, Project Mgr	\$166.00	\$199.65	\$266.20	1/1/2023	12/31/2026	\$60.00	0% 0% 0%	
Ruthann Pearlman, Project Assoc.	\$ 138.60	\$108.90	\$145.20	1/1/2023	12/31/2026	\$50.00	0% 0% 0%	
							0% 0% 0%	

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Katherine Padilla & Associates (KPA) ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. _____ Date 01/24/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile	IRS Rate	\$
Outside Printing and Meeting Support Supplies	TBD		\$	\$ At cost
Permit Fees			\$	\$ At cost
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$ At rental cost
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Katherine Padilla & Associates (KPA), IncTitle*: President

Signature : _____

Date of Certification (mm/dd/yyyy): 10/21/2021Email: kpadilla@katherinepadilla.comPhone Number: 626 818 3324Address: 787 Merrett Drive, Pasadena CA 91104

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

List services the consultant is providing under the proposed contract:

Community Outreach

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 8%
3. Project Description: On-Call Environmental Consulting Services (RFP No. 21-105)
4. Project Location: Santa Ana, California
5. Consultant's Name: ECORP Consulting, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
KPA - Public Outreach	31503	Katherine Padilla Ortanez - 787 Merrett Drive. Pasadena, CA 91104, (626) 818-3324	1%
Civil Works - Hydrology/Water Quality Studies, Water Assessment Studies, and Utility/Sewer Studies	35719	Marie Marston - 3151 Airway Ave, Suite T-1 Costa Mesa, CA 92626, (714) 966-9060	7%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	8.00 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><i>Brant Brechbiel</i> 10/20/2021 12. Preparer's Signature 13. Date</p> <p>Brant Brechbiel (714) 648-0630 14. Preparer's Name 15. Phone</p> <p>Vice President/CCO 16. Preparer's Title </p>	

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

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