

**AGREEMENT WITH JOHNSON-FRANK & ASSOCIATES, INC., TO PROVIDE
ON-CALL PROFESSIONAL LAND SURVEYING SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of May, 2023 by and between, Johnson-Frank & Associates, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On October 2, 2019 the City issued a Request for Proposal (“RFP”) No. 19-090, by which it desired to retain a consultant having special skill and knowledge in the field of Professional Land Surveying 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. 19-090.
- 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. 19-090, 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 19-090 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 19-090. The total

compensation for services provided by all consultants selected under RFP 19-090 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 May 2, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on May 1, 2026, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), one-year periods upon a writing executed by the City Manager and City Attorney.
- 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 \$1,000,000 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.
- c. 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:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of 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 City Clerk City of Santa Ana 20 Civic Center Plaza (M-30) P.O. Box 1988 Santa Ana, CA 92702-1988
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Fax 714- 647-6956

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: Johnson-Frank & Associates, Inc.
Attn: Alan D. Frank, President
5150 E. Hunter Ave.
Anaheim, CA 92807
Fax: (714) 777-1641

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. 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]

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

ATTEST:

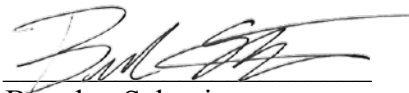
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

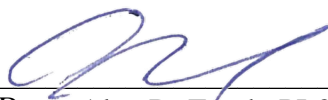
Kristine Ridge
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

**JOHNSON-FRANK & ASSOCIATES,
INC.**

By: 

Brandon Salvatierra
Deputy City Attorney



By: Alan D. Frank, PLS
Title: President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director,
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL LAND SURVEYING SERVICES
RFP NO.: 19-090**

Introduction and Background:

The City of Santa Ana intends to retain Professional Land Surveyors, licensed in the State of California, to perform land surveying services on an as-needed or “on-call” basis, or project basis for Capital Improvement Program (CIP) projects, and/or for projects under construction. Specific services shall be on-call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm.

A Professional Services Agreement will be entered into with several of the qualified firms/consultant(s) to provide Professional Land Surveying services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of general Land Professional Surveying services for Public Works Projects and or related to City facilities. The funding sources for each project may vary for each project/task order assignment shall comply with the funding agency’s requirements. The consultant shall be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize in-house staff and/or sub-consultants to complete the assignments to meet the City standards. **For specialized work for which the prime consultant shall require a sub-consultant, the prime consultant shall serve as an administrative liaison between the City and the sub-consultant.**

Prime consultant mark-ups for sub-consultant work will not be allowed.

All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

Scope of Services

On as needed basis, the selected firm/s shall provide the City with the following services as described herein. A California-licensed land surveyor shall be in responsible charge of all survey work performed under this agreement.

The consulting firm/s selected for these services shall demonstrate the ability and experience in the following types of work and not limited to:

- A. Prepare legal descriptions, plats and maps for subdividing property
- B. Research existing County and City records for survey monuments within the project area. Prior to any clearing, removal, or excavation efforts, perform a diligent search for property line monuments, street centerline monuments, and benchmarks within the project area, recording their identities and precise locations in reference to monuments or witness monuments that will not be disturbed during construction. The records of these monuments and references shall conform to Section 8771 of the Business and Professions Code of the State of California. After completion of the construction, any monument disturbed or removed during construction shall be reset, conforming to Section 8771. Each centerline intersection shall be drawn on a single Corner Record showing local tie points and tie distances. A pdf copy of the final receded Corner Record shall be submitted to the City.
- C. Perform boundary line adjustments
- D. Perform monument perpetuation/preservation in areas that will be impacted by City projects
 - o Includes site investigation for existing monumentation, with a report provided to the City with recommendations.
 - o May include pre- and post-construction records
- E. Replace lost or obliterated property corners
- F. Set boundary markers or property corners, also known as monuments
- G. Retrace boundaries for fences and other purposes
- H. Locate, relocate, establish, reestablish, or retrace, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries
- I. Prepare legal descriptions and information shown with the description of any deed or other title document
- J. Prepare Record of Surveys

Map Checking Services

- A. Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
- B. Prepare maps or plats
- C. Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
- D. Review title report and existing easements for correct plotting and references.
- E. Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
- F. Provide a set of redline check prints showing the redlined comments, and required

corrections and information.

- G. Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
- H. Provide a timesheet at the end of every review to include, but is not limited to, project name, review number, dates, review hours, hourly rate, and total cost.
- I. Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps

Construction Services

- A. Stake the location of fixed engineering works for construction purposes. Provide construction staking for project improvements. Records of the line and grade stakes (cut sheets) shall be on forms provided by the City, and the originals shall become the property of the City upon completion of each survey request. The City will provide digital construction plans and specifications for each project.
- B. Set line and grade stakes in accordance with the plans and specifications. Notify the City immediately of any discrepancies or design errors discovered on the plans during staking or when verifying the line and grade of existing improvements at join points.
- C. Complete the construction staking within the time frame as specified on the Survey Request Form, or (given minimum notice) commence the staking no longer than two working days from receipt of the request, providing continuous service until the request is complete.
- D. Furnish all office support, labor, materials, equipment, tools and incidentals necessary to complete the specified surveys. The costs for these items shall be included in the hourly or lump sum costs and no additional compensation will be allowed therefor.

Miscellaneous Services

- A. Investigate boundary discrepancies
- B. Locate, relocate, establish, reestablish, or retrace the alignment or elevation for any of the fixed works embraced within the practice of civil engineering
- C. Determine contours of the earth's surface for topographic maps
- D. Photogrammetric surveying or aerial topographic mapping or aerial photography
- E. Provide Professional Land Surveying services as requested. A detailed scope of work will be outlined when specific project is assigned to the consultant. Services shall include, but are not limited to, cross-sections, intersection grids, centerline determination, digital terrain models (dtm), right of way determination, utility profiles and exhibits.
- F. Generate a computer drawing in Microstation V8 format as well as the sample survey

drawing on the City of Santa Ana website listed in item K below.

- G. All survey needs to be prepared to the satisfaction of the City's Surveyor and meet the following standards:
- H. Horizontal control shall be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values shall be provided in U.S. Survey Feet. The County control points shall determine the Basis of Bearing for the project.
- I. Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations shall be provided in U.S. Survey Feet.
- J. Horizontal alignment(s) for the project shall be tied to the survey centerline monuments within the project area.
- K. With the coordinate values, a full location and detailed description, including point character with reference(s), shall be provided for all found and set monuments for the project. For this purpose, a sketch of the control network is required.
- L. Copies of all survey field notes and raw data files shall be provided along with a listing of the final coordinates for all surveyed points. The digital file format for the listing shall be: point number, northing, easting, elevation, description (comma delineated with no spaces, one point per line). The coordinate precision shall be one hundredth of a foot.
- M. At any given time the City may need to mobilize survey crews to different project sites, the consultant shall have a minimum of three (3) survey crews for mobilization.
- N. All City CADD standards as well as Microstation configuration files are located at:

<http://www.santa-ana.org/pwa/EngineeringServices.asp>

Other Terms and Conditions:

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and sealed fee proposals which will be returned to all proposers after award of

contract to the selected Team.

5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a “Certification of Non-Discrimination by Contractors” for each firm on their team.

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
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

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:

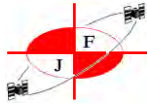
The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal &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

CONSULTANT AUDIT AND REVIEW PROCESS:

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans’ Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant 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.

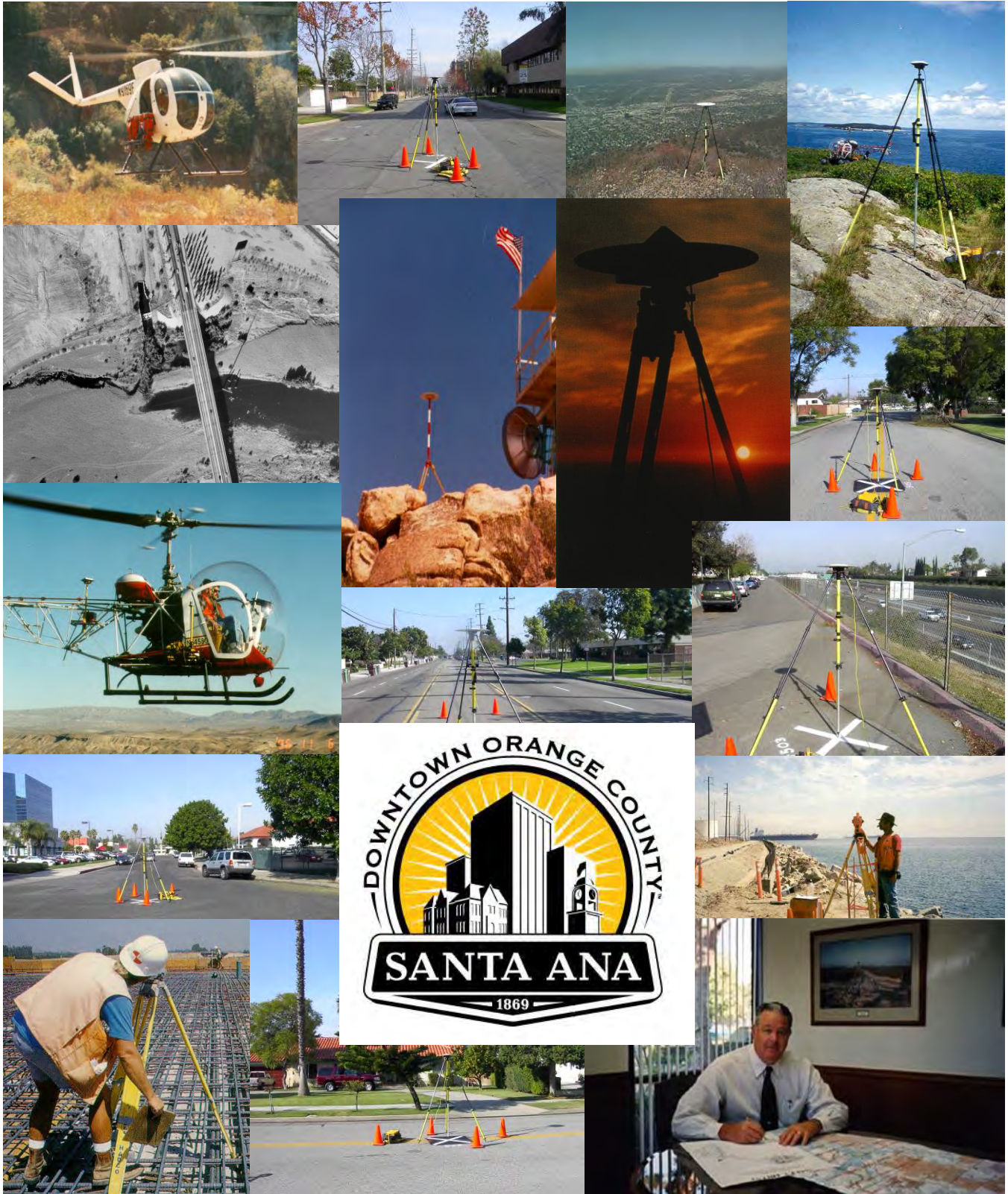
To independently download any of the Caltrans Exhibits required per this RFP, visit:
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B



Johnson-Frank & Associates, Inc.

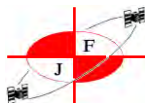
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency



5150 E. Hunter Ave.
(714) 777-8877

alanfrank@johnson-frank.com

Anaheim, CA 92807
FAX: (714) 777-1641




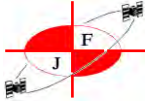
Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

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The following proposal shall be valid for a period of ninety (90) days from the date of submittal.




Alan D. Frank, PLS
President



Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

October 23, 2019

Mr. Sean Thomas, PE
Public Works Agency
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Re: Request for Proposal (RFP No. 19-090) to provide On-Call Construction Surveying Services to the City of Santa Ana

Pursuant to the request for proposal referenced above, we respectfully submit the attached proposal and qualifications package for your review. As this submittal will show, Johnson-Frank tailors its services to public agency entities. Our firm does very little private sector work. Rather, our firm strives to be, and has become, an extension of public agency staff for many of our clients, including several Cities.

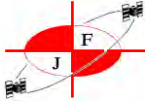
We firmly believe that it is our ongoing experience with the City of Santa Ana that affords us a somewhat exclusive level of qualification for the upcoming contract. Over the duration of our past on-call surveying services contract, we have performed dozens of projects, (construction staking, monument preservation, Record of Survey, topographic mapping, the review and preparation of legal descriptions for Right of Way acquisition, etc...), for various project managers. Without exception, City staff has expressed their satisfaction with our professional services, time and time again. This successful track record, one of consistency and quality, has allowed us to develop deep working relationships with the many project managers we have been fortunate to work with. These relationships have afforded us to work more like business partners with the City, allowing information and expectations to flow freely in both directions. Our 'one-on-one' style, coupled with the level of trust that has been developed between our management staff and the City, truly places us in a unique position with regard to the level of qualification our firm possesses.

We believe that our team, the JFA Team, is an unbeatable assembly of professionals, a team to which there is no rival. We thank you for considering our team and for providing us this opportunity. We look forward to the potential of working with you. Please feel free to contact me directly during the proposal evaluation period at 5150 E. Hunter Ave., Anaheim, CA 92807, (714) 777-8877 x107, alanfrank@johnson-frank.com.

Sincerely,

Alan D. Frank, PLS 7172
President





Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

Santa Ana Public Works Agency

FIRM & TEAM EXPERIENCE

Surveying Services

- *Construction Surveys*
- *Monument
Preservation*
- *Right of Way
Engineering*
- *Map Checking*
- *Cadastral Surveys*
- *Boundary Surveys*
- *High Precision
Horizontal and
Vertical Geodetic
Control*
- *Global Positioning
System Surveys*
- *Resource Grade,
Economical GIS Data
Acquisition*
- *Aerial Mapping and
Aerial Control Surveys*
- *Topographic Mapping
Surveys*



Johnson-Frank's solutions are singularly tailored to meet our client's goals. As a full service land surveying firm, the Johnson-Frank staff includes registered and degreed land surveyors as well as highly experienced support technicians. The Firm's equipment represents the latest surveying technology. From its' offices in Anaheim, California, Johnson Frank provides services throughout the United States.

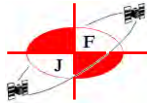
Practical, Extensive Experience

Johnson-Frank provides a wide range of land surveying services to an equally wide range of private and public sector clients. These services include the review of subdivision maps, final maps, parcel maps, and records of surveys for numerous local public agencies such as the cities of Cities of Irvine, Mission Viejo, Laguna Niguel, Covina, and the County of Orange. The Firm also serves as the City Surveyor for the cities of Laguna Niguel and Mission Viejo.

Johnson-Frank is well versed in serving county and federal agencies. The Firm has served as the on-call surveyor for the U.S. Forest Service's Southern Nevada Acquisition Office for the last five years. The Firm began a relationship with the U.S. Army Corps of Engineers, Los Angeles District, in 1980 and has been on an on-call basis since that time. As the founders of Johnson-Frank emerged from the ranks of the Orange County Surveyor's (OCS) Office, the Firm has served as an extension of that agency on an as needed basis since 1975.

The Firm has received numerous awards and letters of appreciation from its' clients over the years. The Firm received outstanding performance evaluations from the U.S. Forest Service for projects completed from 2003 to 2010. The firm also received Excellent and Very Good performance ratings from Los Angeles District, U.S. Army Corps of Engineers for projects completed since 2006 under the current on-call contract, plus numerous Excellent and Very Good ratings under the previous contract from 2000 through 2005. The Firm has also received numerous letters of appreciation from clients, both public and private, including attorney Warren Wimer, private firm RBF Consulting, the City of El Monte, and the BLM, to name a few.

From relatively small staking projects to large-scale governmental horizontal and vertical control surveys, the Firm's surveying and mapping capabilities are second to none. Global Positioning System receivers are utilized, as well as conventional total stations and first order leveling equipment. Because Johnson-Frank routinely integrates varied skills with the latest technology, results are optimized and, more importantly, clients' goals are met precisely and efficiently.



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

Santa Ana Public Works Agency

Public Service

Agency

Johnson-Frank's concentration on public sector clients bolsters our familiarity with codes, ordinances, and personnel of the area's municipalities and government agencies. This focus is reflected in the surveying services provided. The Firm enjoys an excellent reputation for its field research, field surveys, and its knowledge of survey practices and documentation. That reputation extends to Johnson-Frank's knowledge of local policies. Some municipalities and government agencies regard Johnson-Frank as an extension of their own staff.



Johnson-Frank was selected by the Orange County Surveyor to set 200 aerial targets to facilitate aerial mapping of the El Toro Marine Corps Air Station.

A Standard of Excellence on which Government Agencies and Municipalities Can Confidently Rely

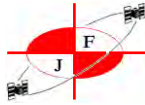
Johnson-Frank has an enviable depth of government agency and municipality surveying experience. That experience is manifested by an exciting array of projects in which the Firm is, or has been, involved, including:



Johnson-Frank was selected by the City of Irvine to provide construction layout for the Barranca bridge which spans the I-5 Freeway.

- *Boundary Surveying, Right of Way Engineering, and Map Checking*
- *Earth Movement Monitoring Studies*
- *Bridge Layouts*
- *Digital Terrain Modeling and Earthwork Quantity Calculations*
- *Planning, Establishment, and Maintenance of Precise Horizontal and Vertical Control Networks*
- *Three Dimensional Computer Aided Mapping*
- *Aerial Photography and Airborne GPS Controlled Aerial Photography*
- *Aerial Mapping Including Ground Control, Map Compilation, and Analytical Bridging*

Beyond our extensive experience, technical expertise and our ongoing acquisition of the latest, most advanced equipment, the Firm's success can be partially attributed to an emphasis on old-fashioned communications skills. Johnson-Frank's internal communication network results in all of our people understanding the role, goals, and expectations of the agency for which the Firm is working. Experience indicates that an open dialogue results in projects that are brought in on time and at projected costs.



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

Santa Ana Public Works Agency

Financial Stability

Solid Financial Policies

Never Involved in
Litigation

Johnson-Frank & Associates, Inc. is financially sound. We have remained fiscally sound throughout our 39-year existence in spite of the economic downturns experienced by the County of Orange and the economy in general. We have outlasted many other firms who could not withstand the economic impact. Through our sound fiscal policies, we keep our debts at a minimum and our clients' satisfaction at a maximum. As a result of these policies, Johnson-Frank enjoys an outstanding credit record and can easily finance any project specific expansion necessary.

Our firm also stands on solid ground legally. We have never been involved in any litigation and have never had any claims against our \$2,000,000 Professional Liability Errors and Omissions insurance.

Demonstrated Ability

Clients' Success Depends
on Communication and
Understanding

Johnson-Frank & Associates, Inc. handles all projects with the same superior level of competency and enthusiasm. We have provided land surveying services for projects ranging from neighborhood shopping centers to planned communities, large scale communications networks, and transportation facilities. All projects were completed with focus on the clients' needs, resulting in success through satisfaction.

The attribute that truly distinguishes Johnson-Frank & Associates, Inc. from other full service firms is our ability and commitment to communicate on an ongoing basis with our clients. Our experience shows that most projects require a continuing dialogue insuring that client' goals are constantly fine-tuned so that the final results will reflect the clients' very latest input.

Quality on Time

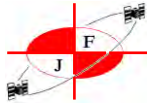
US Corps of Engineers
Award 1994, 2001, 2002,
2003, 2004, 2005, 2006,
2007, 2008, 2009, 2010,
2011, 2012, 2013, 2014,
2015, 2016, 2017, 2018,
and 2019



US Navy
Award 1998 & 2001

Our firm has performed all types of surveying services, including unique services that private firms are not often accustomed to providing, such as city or county wide horizontal and vertical control networks and geodetic leveling for subsidence monitoring. We work seamlessly as an extension of our client, whether they are a private entity or a governmental agency. Our rigorous attention to detail provides our clients with the utmost confidence in our services and has prevented our firm from ever being involved in any litigation.

We continually receive outstanding performance evaluations from the Los Angeles District, U.S. Army Corps of Engineers. In addition, we are the only contractor for the LA District that has always been on time and within budget! We have received numerous very good and excellent performance ratings over the years from the Southwest Division U.S. Naval Facilities Engineering Command, the LA District, US Army Corps of Engineers, and the US Forest Service.



PHOTOGRAMMETRIC SUB-CONSULTANT



Geospatial Professional Solutions Inc. (GPSi) Traces its roots back to the old Airborne Systems, Inc. Located in Anaheim, California, which was subsequently bought out by Stewart Geo Technologies Inc. (SGT Irvine, CA). When Stewart Title corporate office decided to shutdown the SGT operations in Irvine and Phoenix AZ in June 2007, the two key project managers Paul Hamilton-Rivers, and Ramon B. Ramos co-founded

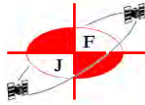
GPSi along with Alice Ramos to continue the long tradition of providing high quality photogrammetric mapping and aerial imaging products and services. GPSi was incorporated in California on May 29, 2007. It bought most of the assets of SGT (Irvine) and retained its core production staff thus maintaining the capability to service public agencies and companies engaged in the design, construction and management of public works, infrastructure systems, and the management of natural resources. GPSi has the manpower and equipment to accommodate time-critical and technically demanding projects and supports the missions of its clientele with a broad range of geospatial technologies.

Company Profile

Headquartered in Costa Mesa, CA, GPSi features the next generation of geospatial solutions that encompasses aerial image acquisition using the UltraCamLp digital aerial mapping camera, photogrammetry, remote sensing, and Geographic Information Systems. We are a certified small business (VSBE) & Woman-owned Minority Business Enterprise (WMBE). Our leadership team has a 29-year legacy of success in meeting and exceeding our clients' mission-critical needs that have rigorous mapping, CADD, GIS and orthophoto standards and specifications. This is reflected in our high client retention rate, along with a legion of satisfied customers.



GPSi is proud to be the only California-based mapping company to offer the UltraCamLp, a Microsoft Vexcel digital aerial mapping camera tailored for high accuracy, design grade engineering mapping. With a 92 megapixel image format, a 1:2.2 pan sharpen ratio that collects PAN, RGB and NIR in parallel, and forward motion compensation by Time Delayed Integration (TDI), this camera delivers the same technical capabilities of larger models. The ability to deliver true-color and color-infrared (CIR) image quality with unmatched radiometric range, makes it ideal for small to medium sized large-scale, photogrammetric projects, high-resolution orthophoto production, precision photogrammetry, corridor mapping, and LiDAR integration.



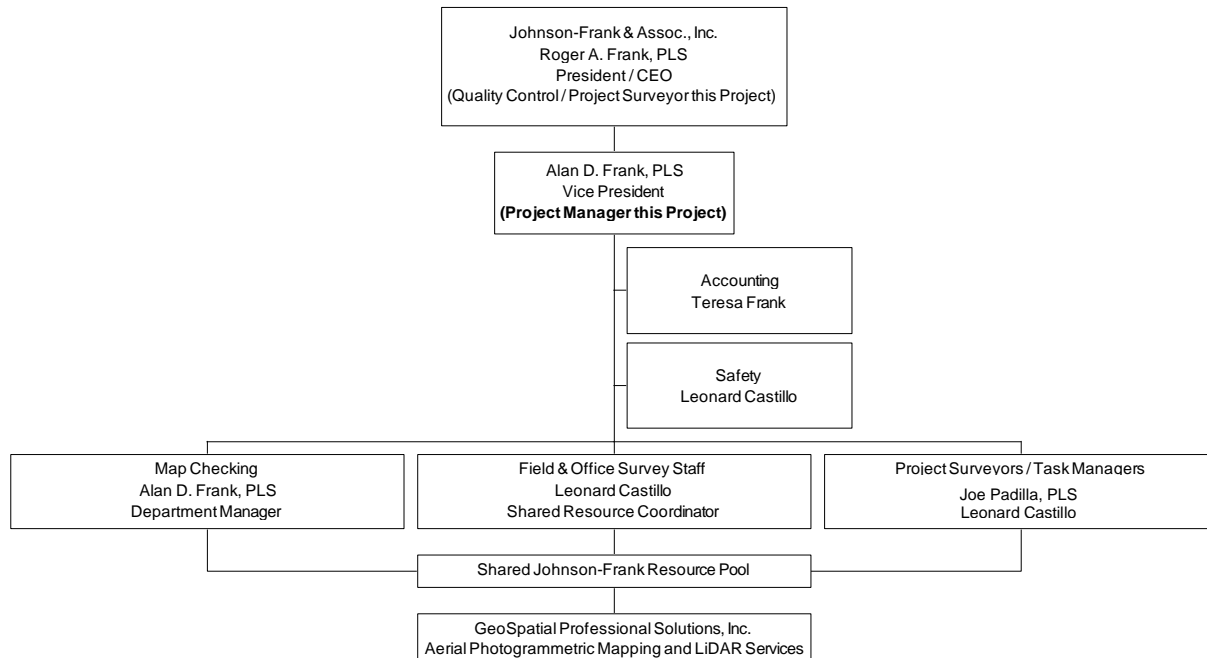
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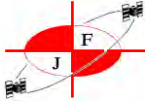
Santa Ana Public Works Agency

COMPANY ORGANIZATIONAL CHART

The following diagram represents the organization of the company as of this writing.



Johnson-Frank & Assoc., Inc. is a small enough firm that in effect, the whole firm is your team. As such, any and all resources and/or personnel within the firm will be available and committed to City tasks as necessary. At the same time, it should be noted that Johnson-Frank is not so small as to not be capable of fulfilling any and all of the City's needs. As this proposal and qualifications package shows, Johnson-Frank has the experience and resources available to provide the City with the superior service and quality for which Johnson-Frank has become known, the same level of service that the City has enjoyed in the past.



UNDERSTANDING OF NEED

General Land Surveying Services Understanding / Scope:

Prior to submitting a cost estimate, we always thoroughly review the survey request with City Staff requesting the survey, as well as the site at hand, both from on-site visits as well as through aerial and satellite imagery readily available through Google Earth.

We will adhere to the City's standard CAD and file templates. This is an issue with which we are very familiar. Working with local municipalities, Counties, and US Government agencies, we are familiar with translating into, or working in, anyone's CAD and file format standards seamlessly.

Topographic Surveys:

All of our topographic work products will be produced, and will be delivered, in AutoCAD Civil3D, unless alternate formats are requested. In addition, we will submit ASCII coordinate files along with said DWG and PDF files.

We will perform additional surveying work as it becomes necessary, and in conjunction with the approval (if necessary) of the City Surveyor.

As-Built Surveys:

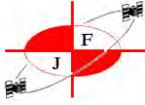
As-Built surveys will be performed as, and where, requested. Deliverable files will include ASCII and AutoCAD Civil 3D files in City formats, as well as any field sketches necessary to facilitate the depiction of the area or feature being detailed.

Construction Layout:

Thorough review of the construction plans is a crucial step that is often overlooked. We have found that catching errors in the plans prior to having field crews on site is infinitely more cost effective. It allows our project surveyors and our field crews to get acquainted with the plans ahead of time, rather than viewing the plans for the first time the morning that the stakes are needed by the contractor.

We also believe in doing all possible calculations in the office rather than in the field. We have found that office labor is much more economical than field labor. In addition, the office personnel, with computers and CAD programs, are much more sufficiently equipped to perform mass calculations than the field personnel.

We will follow the City's Construction Services, Survey Section staking policy as well as conforming to industry standards.



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Detailed and accurate records of Requests for Construction Staking will be maintained on the City's approved form.

Grade sheets will be provided on the approved form to the Contractor, Inspector, and the City Surveyor.

Regularly scheduled reports will be provided to the City Project Manager for all construction work activities.

We will perform additional surveying work as it becomes necessary and in conjunction with the approval (if necessary) of the City Project Manager.

Benchmark Set/Relocate

We will establish new benchmarks as directed by the City Project Manager.

We will meet or exceed the City's accuracy standards. Our firm has extensive Geodetic Leveling experience, including subsidence monitoring throughout the Wilmington/Long Beach area that we've performed annually for the last 20+ years, simultaneous leveling and GPS performed for the National Geodetic Survey as part of the National Height Modernization Study, as well as Geodetic Leveling performed throughout the State for the California Spatial Reference Center.

As a matter of standard procedure at JFA, all leveling data is processed through Star*Lev. All electronic data, closures, and adjustments will be submitted to the City Project Manager. New benchmarks will be stamped as directed by the City Project Manager.

Temporary benchmarks will be established where necessary as directed by the City Project Manager.

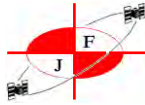
Monument Preservation:

Provide copies of recorded pre-construction corner records as required in compliance with the State of California's Land Surveyors' Act Section 8771.

Set new monuments as required in compliance with the State of California's Land Surveyors' Act Section 8771

Provide copies of recorded post-construction corner records as required in compliance with the State of California's Land Surveyors' Act Section 8771.

As the City Surveyor and/or On-call Survey Consultant for several local Cities, Johnson-Frank has extensive experience providing Monument Preservation services throughout Orange and Los Angeles Counties.



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We will adhere to City, County, and State standards and formats so that our Corner Records conform to any said standards that may exist.

Horizontal and Vertical Control:

Provide permanent control points for topographic or construction surveys.

Establish coordinates for control points using California Coordinate System 1983, Zone VI, 2007 Epoch, or other as requested by the City Project Manager.

Establish elevations for control points using the City of Santa Ana and Orange County Bench Mark network and the North American Vertical Datum of 1988, or other as requested by the City Project Manager.

Provide copies of field notes, and/or computer files showing raw results and any adjustments ("Star-Net" files).

Provide computer files compatible with AutoCAD Civil3D, or Trimble Business Center, showing final adjusted coordinates (P,N,E,Z,D) for each control point.

Real Time Kinematic (RTK) methods of GPS surveying will NOT be accepted for the establishment of horizontal or vertical control points.

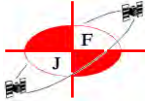
We will adhere to the City, or County, control system, as directed by the City Project Manager, and provide control deliverables in digital format.

Control work is another area within which we have a superior level of experience and knowledge. We have performed geodetic control for numerous public agencies, including the City of Irvine, the Los Angeles District Corps of Engineers, the Southwest Division, US Naval Facilities Engineering Command, the California Spatial Reference Center, and directly for the National Geodetic Survey. We have performed everything from traditional horizontal control prior to the advent of GPS, to high precision horizontal GPS, and even assisted the National Geodetic Survey in developing standards for performing high precision Vertical GPS surveys.

Map Checking Understanding / Scope:

In general, all map checking follows a similar work flow. Unlike many standard surveying procedures, map checking always follows a checklist. This ensures that all items with which a particular agency or jurisdiction is concerned are adequately reviewed, and that no critical items are overlooked. In general the checking process goes as follows:

- The process starts at the top of the title sheet, where items such as the date of the survey, the tract number, and acreages are checked. The next step is to check the legal description of the property and ensure that it matches the title report provided. Then on to dedications and



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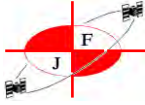
certificates, including owner's certificates, surveyor's/engineer's certificates, county certificates, etc...

- The next step is to verify that we have on hand any necessary clearance letters, informational sheets, street name approvals, approved tentative, conditions of approval, etc... that may be needed, and their status, whether provided or still needed.
- We then verify that the top of all sheets have the necessary information such as the date of survey, tract number, surveyor's/engineers name and number, total acreage, number of numbered lots, number of lettered lots, and sheet number together with the total number of sheets.
- We then begin checking the individual map sheets. Are there any land locked lots? Are there north arrows and scales on every page with correct, convenient orientation to facilitate reading of the map? Has the intended use of lettered lots been shown? Are the street names and widths shown? Is the map legible, and have the proper fonts and proper sized lettering been used?
- Then we turn to monumentation and verify that proper monumentation has been found and used, that each monument has been properly called out, described, and referenced. We check to see that monuments required to be set have been set or are called out as to be set.
- The next step is to verify that all existing easements have been properly delineated, labeled, and tied down, and that all easements being dedicated are shown and properly noted as being dedicated and accepted.
- Then we turn our attention to correct and sufficient boundary location. Has the map been based on proper survey control? Has prorating and proportioning been performed properly? Have deeds been interpreted correctly? Have relationships to adjacent lines of record been handled properly? Have the methods of establishment been shown? Do all annotations on the map match those shown on the map traverse closures and do all closures close?
- The final items to check cover all miscellaneous items, including spelling, sufficient details, clarity of drafting, and any other items relevant to state law, local ordinances, and professional survey practice.

We have developed a "digital" method of map checking in order to be able to easily transmit all check data, including map mark-ups. In addition to making the communication between all parties far easier, and faster, the mark-ups are much easier for the submitting engineer/surveyor to read and understand. Typed corrections encourage "thoroughness" on the part of the checker, contributing to more thorough understanding by the user. We are the first, in this area, to have moved from hand marked maps to digital, and to date, remain the leaders in the area.

Capability of the Proposed Team

Johnson-Frank & Associates, Inc. has been a surveying and mapping firm since its inception in December 1975, and remains so today, with one hundred percent of our business being surveying and mapping. As a result of our emphasis on surveying and mapping, we are better equipped and better trained than most firms offering these services. With our top of the line equipment, trained personnel and principals and key employees having many years of both field and office surveying experience, our firm is ideally suited to provide services on a wide variety of projects. We are



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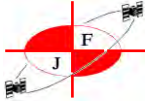
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equipped for any type of survey in all types of terrain including Global Positioning Systems surveys with our Trimble Global Navigation System Satellite Receivers and Terrestrial Laser Scanning with our Riegl LMS-Z420i 3d laser scanner. In addition to our regular survey crews, we have the equipment and base personnel (management and party chiefs) to field up to three additional survey crews on very short notice.

The size of our firm enables us to handle City projects in a quick and efficient manner. We are capable of fielding survey crews to the site within one day's notice. In addition, our association with the **International Union of Operating Engineers** affords us the ability to augment our core workforce with additional field personnel. This association with the Union also alleviates any Prevailing Wage issues that may arise as our employees are always compensated appropriately.

Is Bigger always Better? - There is a lot of hype in the marketing of Engineering and Surveying services about capacity, and about how a larger firm is more capable to serve public agencies simply because they have more people. But the truth is, bigger is not necessarily better. These large engineering firms claim enormous capacity, but are generally bulky, and less flexible than smaller businesses. They can show large numbers of people in varied disciplines, and they have a highly paid marketing staff to “sell” that large staff and overhead as a “positive” to agencies and other clients. But the truth is, they cannot turn on a dime. They can show vast resources as available, but the simple fact is, they do not have resources “on the shelf” which are not already obligated to their other clients. That is a simple fact of business. If they did, they would be out of business very soon. On the other hand, our firm is not going to pretend we have a large number of people sitting around doing nothing waiting for your job. Our staffing level allows us to be agile, and with our depth of knowledge and experience in the specific field for which this RFP is addressed, we are able to shift priorities, reschedule tasks, and authorize overtime out of our budget, not yours, when necessary to meet any foreseeable needs. The City of Santa Ana is a priority client to us, not just one of the hundreds necessary to sustain a large firm. We do what it takes to satisfy our clients’ needs, and we have a proven history of doing just this. A large firm, with its regionally based leadership and huge overhead is not necessary, or even logical, to service the surveying needs of the City of Santa Ana. The dedicated and flexible team of professionals that is Johnson-Frank & Associates, can and will service those needs efficiently, cost effectively, and give the City the priority service they deserve.



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SIMILAR PAST PROJECTS

On-Call Services, Irvine

Contact: Andrew Pham, Project Manager, (949) 724-7309 / apham@ci.irvine.ca.us

City Surveyor:

- Digital Submissions
- Map Checking
- Annexations
- Lot Line Adjustments
- Construction Staking
- Subsidence Monitoring
- Geodetic Control
- Topo Mapping

Over the past 44, years Johnson-Frank & Associates, Inc. has provided the City of Irvine with countless services including checking of Subdivision Maps, both digital and hard copy, checking of lot line adjustments, checking of legal descriptions and exhibits, indexing of centerline ties, boundary surveys, centerline alignment surveys, construction surveys, control surveys, and deformation/subsidence surveys.

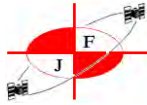
In 1980, Johnson-Frank & Associates, Inc. designed and implemented a city wide geodetic control network for the City.

This network included 227 stations and was completed prior to the advent of GPS equipment. The survey was performed with Wild T-2 Theodolites and Electronic Distance Measuring equipment. We have subsequently tied this network to the California High Precision Geodetic Network (HPGN) and has been readjusted to the North American Datum of 1983 (NAD83) (1991.35 Epoch).



In 1988, Johnson-Frank & Associates, began providing subsidence monitoring services for the City at the Turtle Rock housing development. This project consisted of \$245,000 of monitoring surveys over 7 years. Federal Geodetic Control Subcommittee (FGCS) First order, Class II leveling procedures and high precision Sinco Tilt Meters were used to monitor the subsidence.

Johnson-Frank & Associates, Inc. has provided construction surveying services on public works projects in the City including several bridges and numerous streets. These include Alton, including the Highway 73 overpass, Barranca, including the Interstate 5 overpass, Harvard, Irvine, Irvine Center, Jamboree, Main, including the Interstate 405 overpass, Portola, Sand Canyon, and Technology as well as many others throughout the City.



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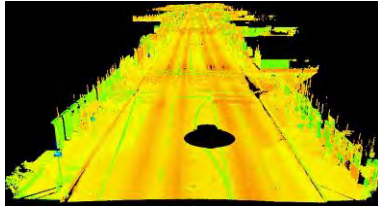
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City of Santa Ana

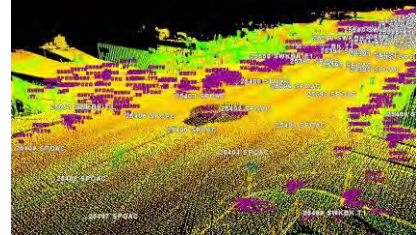
Contact:

Mindy Ly, City of Santa Ana, (714) 647-5665 / mly@ci.santa-ana.ca.us
John Gonzales, City of Santa Ana, (714) 647-5033 / jmgonzales@santa-ana.org



Johnson-Frank has held numerous contracts with the City of Santa Ana last 23 years. Services have included laser scanning and topographic surveys of arterial streets, construction staking, monument preservation / Corner

Records, boundary surveys and Records of Surveys, review of legal descriptions and exhibits, and general Land Surveying consulting.



We have become intimately familiar with the City's procedures and needs with respect to all aspects of the services needed from their Surveying and Mapping Services consultant. Over the last 23 years we have always completed tasks for the City within budget, or under budget, and on time.

All deliverables have been compiled using the City's CAD standards and processes.

Recent past construction experience with the City of Santa Ana include:

Wilshire Avenue & Borchard Avenue Water Main Improvements

City Project No. 15-6452 - JFA No. 2010142.017

July 2015 - Provided lay-out surveying for new main line and crossing line construction.

Chestnut Avenue Class II Bikeway

City Project No. 13-6796 - JFA No. 2010142.019

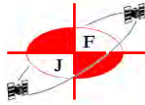
November 2015 - Provided lay-out surveying for pavement reconstruction and new curb, gutter & sidewalk construction.

Wilshire District Construction Support

City Project No. 15-6452 & 15-6836 - JFA No. 2010142.025

October 2015 - Provided lay-out surveying for new cross-gutter and curb & gutter construction





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On-Call Services, City of Yorba Linda

Reference: Rick Yee, City Engineer

(714) 961-7170 / ryee@yorba-linda.org

Mark Stowell, Former City Engineer
(currently with the City of La Mirada)

(562) 902-2385
mstowell@cityoflamirada.org

In 2006, Johnson-Frank was awarded a contract for on-call survey consultant services by the City of Yorba Linda. Johnson-Frank has acted as an extension of City staff since then, performing numerous projects from detailed historical property rights research to construction staking services.

Weir Canyon Road & Savi Ranch Parkway Intersection Improvements: This project included construction staking and support services for the reconstruction and re-alignment of this major arterial intersection in eastern Yorba Linda. The project also included monument preservation in compliance with California State Law. The project was completed on time and within budget at \$61,000.

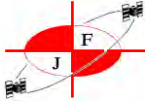


Imperial Highway Excess Relinquishment: This project involved establishing and divesting the City's interest in lands between the sound walls on either side of Imperial Highway, and the adjacent private owners, from Yorba Linda Boulevard southerly to Kellogg Avenue. This project was completed on time and within budget at a total cost of \$36,000.



Landscape Maintenance Assessment Districts Study: This project involved extensive research into the origination of numerous parcels throughout the City for which the City has historically been providing landscape maintenance. The purpose of the study was to determine which parcels the City had a legal obligation to provide such services, and which parcels may in fact be the adjacent private owners' responsibility. The project was completed on time and within budget at \$66,000





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On-Call Surveying Services under Contracts

HD-6225, HD-IC-01330, HD-IC-01368, and HD-IC-01521

Port of Long Beach, P.O. Box 570, Long Beach, CA 90801-0570

Johnson-Frank has held numerous on-call contracts with the Port of Long Beach over the years, dating back as early as 1990 at which time we were contracted to establish a Port wide geodetic control network. From 1990 to 2013 we have completed numerous projects with the Port ranging from topographic surveys of rail lines to the construction staking of Pier T.



Phase I of Pier T: In 2000, Johnson-Frank was selected for a one-year on call surveying contract (**HD-6225**) for the construction surveying and as built mapping for Phase I of Pier T. The project included surveying for storm drains, sewer lines, waterlines, rough and finish grade, curb and gutter and quantity surveys for material payments. We were required to map all underground utilities as they were completed. We maintained these as-built drawings in AutoCAD 2000.

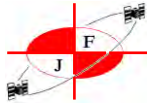
More recently, a contract was awarded in November 2006 (**HD-IC-01330**), and a second contract was awarded in November 2007 (**HD-IC-01368**). Under these two contracts, four separate projects / tasks were completed. These included the re-observation and establishment of the Port wide Geodetic Control Network, general T&M personnel and crew services, Laser Scanning Topography, and a Topographic Survey of the Weyerhaeuser Terminal.

Port Wide Geodetic Network: This project was completed in March 2007. The project involved the re-observation and re-establishment of the Port's Geodetic GPS Control Network. It included 48 monuments in and around the Port. The project generally followed the NOS NGS-58 2cm guidelines. Deliverables included digital photos, descriptions, a complete control map, and data sheets for each station. In addition, values were published in NAD83 (2007), NAD83 (1991.35), NAD27, NGVD29 MLLW, and NAVD88.



Topographic Survey of Weyerhaeuser Terminal: This project was completed in May 2008. It included topographic surveying of the approximately 19 acre active Weyerhaeuser Terminal. This project was extremely difficult given the active nature of the terminal and the need to work closely with Terminal staff to coordinate activities. In all, the project included 2,411 topo shots from 19 individual total station occupations throughout the terminal, as well as GPS observations from the topo control to the recently re-established Port Wide Geodetic Control Network.

Most recently, a contract was awarded in April 2010 (**HD-IC-01521**). Under this contract, eight separate projects / tasks have been completed and one project / task is due to be completed by September 30th. These projects have all been topographic surveying tasks, the first eight of which have been ground



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On-Call Construction Surveying Services RFP No. 19-090

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surveying, and the last, currently underway task, includes ground surveying together with aerial mapping and orthophotography.

Ground and Aerial Topographic Survey for Pier E Redevelopment:

This project will be completed by September 30, 2011. It includes field topographic surveying of all hard joins plus aerial photogrammetric mapping throughout the northerly current construction area, approximately 48 acres. The project also includes producing digital orthophotography at 0.12 foot pixel resolution for the entirety of the Middle Harbor Program,



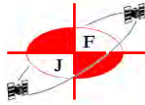
approximately 308 acres. This project is on an extremely tight time schedule with a Work Authorization of August 30th and a scheduled delivery date of September 30th, only 30 days later. The photogrammetric consultant on this project is GeoSpatial Professional Solutions, Inc. (GPSi).



Gerald Desmond Bridge Replacement Project: Johnson-Frank is currently involved in the 6-year, \$800 million project for the replacement of the Gerald Desmond Bridge. With over 20 years of surveying and mapping experience within the Port of Long Beach, Johnson-Frank was chosen by Parsons-Brinkerhoff to provide surveying, mapping, and construction oversight for the construction management / project management team. One of the prime areas of performance is providing a unified boundary survey that will serve as the basis for all acquisitions, relinquishments, and the ultimate right of way configuration for the project. Once an area that consisted of normal subdivisions created by Tract Maps, the land that comprises the Port of Long Beach is now mostly all owned by the Port. Although the physical evidence of these old subdivisions has long since been destroyed, much of the cadastre throughout the area is still based on the historical subdivisions. Additionally, an assortment of adjudications, condemnations, and the creation of the Compromise Tideland Boundary Line by the California State Lands Commission all combine to create what is certainly a unique title environment. Johnson-Frank occupies a unique position in that they are currently responsible for unifying over 70 years of various conflicting boundary elements and creating a new cadastre for the area.



Contact: Mr. Kim Holtz, Chief Surveyor, Port of Long Beach – (562) 283-7271



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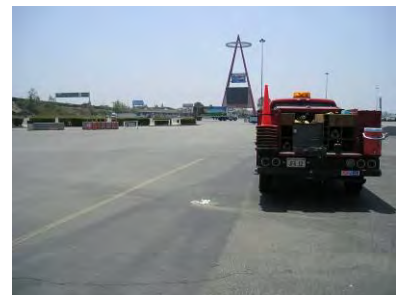
Santa Ana Public Works Agency

On-Call Services, City of Anaheim

Contact: Rick Hill, Anaheim City Surveyor - (714) 765-5284 / rwhill@anaheim.net

In 2005, Johnson-Frank was awarded a contract for on-call survey/mapping services by the City of Anaheim. The contract gave the City Surveyor immediate access to our pool of resources. This allowed for greater flexibility and accommodation of resources for projects. Johnson-Frank and Associates acted as an extension of the City Surveyor's Office and was always able to respond to staff needs in a timely and professional manner. The following are a few examples of services provided to the City.

Subdivision and Parcel Consolidation of Anaheim Stadium Properties: As part of our contract we worked closely with city staff at all levels of management to subdivide and consolidate the properties comprising the Anaheim Stadium complex. This major project involved numerous agencies and municipalities. It required the review of more than 25,000 pages of various legal records to determine their affect, if any, on the project and client goals. Through due diligence, several potential liabilities were able to be addressed before they could cause harm to title of the property. After resolving all title issues, conducting boundary and topographic surveys, encroachment analysis, and writing new legal descriptions, a parcel map was filed and recorded. This project was completed in 2008 at a cost of just over \$160,000.

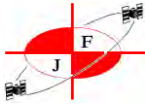


City-Wide Sanitary Sewer Improvement Program: This project comprised several miles of new pipelines together with short segments to repair the aging infrastructure. Our ability to deploy substantial resources quickly meant that several construction sites were served simultaneously. Services provided included design topographic surveying, construction surveying, and monument preservation. With several thousands of feet of new sanitary sewer lines being laid simultaneously, quality assurance and quality control procedures were an integral part of daily activities. This project was completed in August 2009 at a total cost of \$45,000.

Santa Ana Canyon Road Rehabilitation and Realignment: Santa Ana Canyon Road serves as a major transportation artery for North Orange County. With more than 20,000 commuters each day relying on this corridor for access to regional services, surveying activities were carefully managed to provide the greatest free flow of traffic while expediting the delivery of meaningful data to city design staff. The project took us through nearly 100 years of legal records and engineering notes in order to re-establish the historic dual alignments. Dozens of monuments and ties were found, reset, and re-established in an effort to perpetuate survey evidence and comply with state laws. Our noninvasive approach was appreciated by commuters and City staff alike. This project was completed in February 2010, at a total cost of \$36,000.



With each call for service, Johnson-Frank implemented QA/QC measures to supply accurate and precise data in various digital and print formats as needed by City staff.



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Map Checking / Map Review Expertise and References



One of Johnson-Frank's core competencies is subdivision map review and map checking. **The firm began in 1975 for the sole purpose of providing timely map checking services to the City of Irvine.** Over the years our services to the City, as well as to other clients, have grown. To this day, Johnson-Frank focuses an entire department on Map Checking, which still generates nearly 20% of our annual gross revenues.

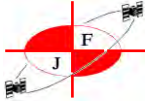
Timely and Accurate Review Upon Which Numerous Cities and Counties Rely

Johnson-Frank currently serves the map checking needs of five cities and one county. These Cities and Counties are listed below with reference contact information:

- *County of Orange / Kevin Hills (714) 967-0824*
- *City of Irvine / Mark Carroll (949) 724-6410*
- *City of Mission Viejo / Rich Schlesinger (949) 470-3079*
- *City of Laguna Niguel / Nick Renn (949) 362-4325*
- *City of San Marino / Carlos Alvarado (626) 960-1889*
- *City of Covina / Leo Tolentino (626) 384-5487*



Relying on Johnson-Frank for map review is a sure thing. We have the full time, dedicated and trained staff to fulfill any local agency's needs and have been doing so for the City of Irvine for the past 39 years.



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

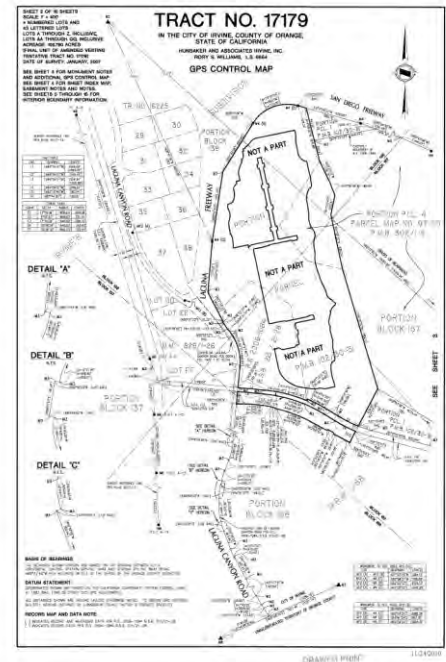
Santa Ana Public Works Agency

On-Call Map Checking Services, City of Irvine

References: Andrew Pham, Project Manager (949) 724-7309 apham@ci.irvine.ca.us
Rudy Romo, Project Manager (949) 724-7303 / rromo@ci.irvine.ca.us

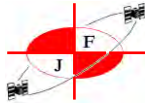
Johnson-Frank has worked with the City of Irvine for the last 42 years. During this time we have checked over 1,350 Tract and Parcel Maps for technical correctness. We have also worked very closely with the City on the development of both the former 1983, and the new 2009 Irvine Subdivision Ordinance and Manual.

During the subdivision review process, we also play an important role to ensure the final map is in substantial conformance with the Tentative Map and the Conditions of Approval. One of the important Standard Conditions is to identify any controlling monuments that may be destroyed during construction. Monuments that appear to be in danger are highlighted and pointed out to the map preparer. We assure that measured ties from those endangered monuments to substantial monumentation are shown either on the map itself or on a Corner Record filed with the County.



To achieve and maintain consistently high levels of performance, we developed and employ various check lists that incorporate the Professional Land Surveyor's Act, the Subdivision Map Act, and the Irvine Subdivision Manual. These checklists cover the wide variety of map checking services we perform, including Final Maps (Tract Maps), Parcel Maps, Legal Descriptions and Exhibits, as well as Lot Line Adjustment Applications and their corresponding Quitclaim Deeds.

We also provide monumentation verification services to the City prior to monument bond exoneration. Map Checking staff and/or field survey crews field verify that the required monuments have been set. If our field findings indicate that monuments have not all been set, or if a Certificate of Correction is needed, we notify the map preparer and the City of those items. Any necessary Certificates of Correction are also reviewed by our Map Checking staff prior to final approval by the City and transmittal to the County for recordation.



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

Santa Ana Public Works Agency

Survey Equipment and Software

Our equipment inventory is such that we can fully equip three (3) to four (4) survey crews at all times. The equipment owned and utilized by Johnson-Frank & Associates, Inc. is the latest "state of the art" equipment. The combination of having highly qualified personnel using the best equipment available results in our being able to provide our clients with efficient, economical, and quality services. Some of the major items of our equipment include:

Field Systems

- Motorola Handie Talkie Radios (10+ mile range) (for all field and supervisory personnel)
- All field chiefs, project managers, and support personnel equipped with cellular phones
- All our survey vehicles are 4-wheel drive
- All field crews equipped with laptop computers



G.P.S.

- Twenty three (23) Trimble Dual Frequency P Code Global Positioning Satellite Receivers with RTK (Real Time Kinematic), OTF (On The Fly) Data Collection, and Airborne GPS capability. (4 full RTK systems, all of which are Real Time Network (RTN) Capable)
- Delorme laptop based vehicular navigation systems



Total Stations & Theodolites

- Geodimeter & Trimble Servo Driven, Robotic, and Reflectorless Total Stations
- Wild T-3 Theodolites of 0.2 second accuracy (High order astronomic azimuth determination)



Terrestrial 3D Laser Scanning

- Riegl LMS Z420i 3D Laser Scanning System
- Riegl RiSan Pro Scanning and Processing Software
- Polyworks Scan Cloud Processing Software
- Leica Cyclone and CloudWorx Software



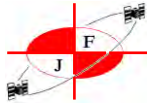
Levels

- Leica DNA03 First Order Digital Bar Code Reading Level w/ Matched Calibrated Invar Rods
- Leica NA3003 First Order Digital Bar Code Reading level w/ Matched Invar Rods
- JENA NI002 First Order Precise Levels w/ Matched Invar Rods
- Zeiss Ni 1 First Order Precise Level w/ Matched Invar Rods
- Zeiss Self-Leveling Levels

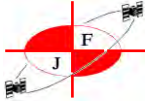
Office Systems

- Desktop and Laptop Computer Systems, Windows 2000 server and peer to peer networking, 24/7 DSL internet connection with unlimited email file size capability
- AutoCAD Civil 3D, Star*Net, Trimble Business Center, KwikStar,
- TDS, Bentley Microstation, InRoads, ESRI ArcGIS
- Hewlett-Packard Design Jet Color E Size Drafting Plotters
- Xerox large format (42" wide) Color Scanner / Copier





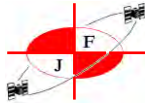
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On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency



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Exhibit A - Certification and Pricing

See separate sealed envelope.



Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Exhibit B – References

Orange County Surveyor's Office (OCS)

Kevin Hills, Orange County Surveyor (714) 967-0824 / kevin.hills@ocpw.ocgov.com
John Canas (former Orange County Surveyor) jcanas@socal.rr.com
Ray Mathe (former Orange County Surveyor) pls6185@hotmail.com

Local Cities

Mindy Ly, Engineer, City of Santa Ana (714) 647-5665 / mly@ci.santa-ana.ca.us
John Gonzales, Surveyor, City of Santa Ana (714) 647-5033 / jmgonzales@santa-ana.org
Andrew Pham, City of Irvine (949) 724-7309 / apham@ci.irvine.ca.us
Rick Hill, Anaheim City Surveyor (714) 765-5284 / rwhill@anaheim.net
Rich Schlesinger, City of Mission Viejo (949) 470-3079 / rschlesinger@cityofmissionviejo.org
Jeff Sortman, City Surveyor, Long Beach (562) 570-3093 / Jeffery.Sortman@longbeach.gov

Port of Long Beach

Kim Holtz (562) 283-7271 / kim.holtz@polb.com
Jon Hornecker (562) 283-7255 / Jon.Hornecker@polb.com
Ken Blake (Gerald Desmond Bridge Project) (707) 934-7893 / ken.blake@gdbrproject.com

Metropolitan Water District of Southern California

Julio Castillo (909) 392-2590 / jcastillo@mw dh2o.com
Mike McClue (909) 392-2498 / mmclue@mw dh2o.com

US Army Corps of Engineers

Alan Nichols, LA District (626) 401-4010 / alan.a.nichols@usace.army.mil

Vulcan Materials Co.

Larry Lao (323) 855-4553 / laol@vmcmail.com

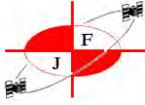
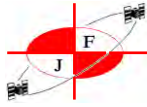


Exhibit C - Proposers Statement

The only exceptions we have to the proposed contract are relative to named additional insureds requested in the insurance endorsements. We have attached sample insurance certificates, which are already in place with, and previously accepted by, the City of Santa Ana. Our endorsement reads "City of Santa Ana, its officers and employees". The proposed contract requests this to read "City of Santa Ana, its officers, employees, agents, volunteers, and representatives". However, agents, volunteers, and representatives could literally be anyone, and are too broad to qualify as persons or organizations to whom Additional Insured status would extend.



Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Exhibit D – Non-Collusion Affidavit

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

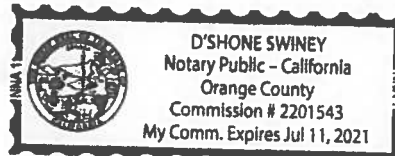


State of California

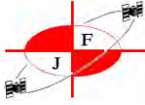
County of Orange

Subscribed and ~~sworn~~ to (or affirmed) before me on this 23 day of October 2019, by Alan D. Frank, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Notary Public Signature



Notary Public Seal



Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Exhibit E – Non-Lobbying Certification

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.

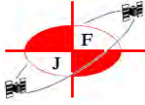
Firm Johnson-Frank & Assoc., Inc.

Signed and Printed Name: Alan D. Frank

Alan D. Frank

Title President

Date October 22, 2019



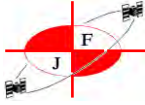
Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Exhibit F – Non-discrimination Certification

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

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




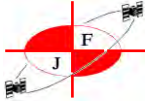
Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

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,

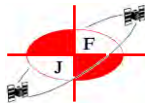
No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating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

Signed:  Alan D. Frank
Title: President
Firm: Johnson-Frank & Assoc., Inc.
Date: October 22, 2019



Johnson-Frank & Associates, Inc.
On-Call Construction Surveying Services RFP No. 19-090
Santa Ana Public Works Agency

Exhibit G - Sample Insurance Endorsement



Johnson-Frank & Associates, Inc.

On-Call Construction Surveying Services RFP No. 19-090

Santa Ana Public Works Agency



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656 www.ioausa.com CA License #0E67768	CONTACT NAME: Betty Tran PHONE (A/C, No, Ext): 949-297-5962 E-MAIL: betty.tran@ioausa.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 949-297-5960 NAIC # 13056
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COVERAGES

CERTIFICATE NUMBER: 45386536

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prim/NonCon <input checked="" type="checkbox"/> Wvr of Subr GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PSB0001301 Scheduled Al Endt #PPB3130212 Professional Services performed by the Insured are Excluded	12/1/2018	12/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POF AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Prim/NonCon <input checked="" type="checkbox"/> Wvr of Subr	<input checked="" type="checkbox"/>	PSA0001078 Designated Insured Endt #CA20481013; Prim/NonCon and Blkt Wvr of Subr included on pg 2 of Form #PPA3000313	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	PSE0001230 Excludes Professional Liability	12/1/2018	12/1/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	PSW0002298 Waiver of Subrogation Endt #WCO403060484	12/1/2018	12/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Claims-Made	<input checked="" type="checkbox"/>	RDP0034448	12/1/2018	12/1/2019	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured with respect to General Liability (GL) and Automobile Liability but only when required by written contract with the Insured prior to an occurrence as per Endorsements noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are parties to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancel/10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER

RFP 17-009 and Agreement #A-2011-098/#A-2017-159
City of Santa Ana, its officers and employees
PO Box 1988 M-36
Santa Ana CA 92702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(A/C) Alicia K. Igram

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ACORD 25 (2016/03)

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45386536 | 12/18-19 GL/AUTO/EXCESS/WC/PL | Teresa Frank | 11/14/2018 1:11:22 PM (PST) | Page 1 of 5

5150 E. Hunter Ave.
(714) 777-8877

35
alanfrank@johnson-frank.com

Anaheim, CA 92807
FAX: (714) 777-1641

EXHIBIT C

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 Johnson-Frank & Associates, Inc.

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. RFP 19-090

Contract No. TBD

Participation Amount \$ 950,000 to \$1,500,000

Date 02/17/2023

For Combined Rate	11.63%	201.57%		213.20%
	Fringe Benefit %	+ General & Administrative %	=	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	=	%
-----	---	---

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			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

ON-CALL CONTRACT PROPOSAL

Attachment A
 Consultant: Johnson-Frank & Assoc., Inc.
 Page 1 of
 Date: 2023-02-17
 Contract No.:

NORMAL	Fringe Benefits %		Overhead %		General Administration %		Combined %
	11.63%	+	49.20%	+	152.37%	=	213.20%
OVERTIME	11.63%	+	49.20%	+	152.37%	=	213.20%

FEE % ESCALATION
 10.00% 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Alan Frank, Survey PM / Project Surveyor	341.07	N/A	N/A	04/04/23	04/03/24	\$99.00		
	341.07	N/A	N/A	04/04/24	04/03/25	\$99.00	0.00%	
	341.07	N/A	N/A	04/04/25	04/03/26	\$99.00	0.00%	
Roger Frank, QA/QC / Project Surveyor	341.07	N/A	N/A	04/04/23	04/03/24	\$99.00		
	341.07	N/A	N/A	04/04/24	04/03/25	\$99.00	0.00%	
	341.07	N/A	N/A	04/04/25	04/03/26	\$99.00	0.00%	
Joseph Padilla, Project Surveyor	206.26	N/A	N/A	04/04/23	04/03/24	\$59.87		
	206.26	N/A	N/A	04/04/24	04/03/25	\$59.87	0.00%	
	206.26	N/A	N/A	04/04/25	04/03/26	\$59.87	0.00%	
Senior Survey Technician	163.65	187.40	211.15	04/04/23	04/03/24	\$47.50		\$47.00 to \$48.00
	163.65	187.40	211.15	04/04/24	04/03/25	\$47.50	0.00%	
	163.65	187.40	211.15	04/04/25	04/03/26	\$47.50	0.00%	
Survey Technician	109.21	125.06	140.91	04/04/23	04/03/24	\$31.70		\$31.70
	109.21	125.06	140.91	04/04/24	04/03/25	\$31.70	0.00%	
	109.21	125.06	140.91	04/04/25	04/03/26	\$31.70	0.00%	
1 Person Survey Party	217.94	249.57	281.20	04/04/23	04/03/24	\$63.26		\$63.26
	217.94	249.57	281.20	04/04/24	04/03/25	\$63.26	0.00%	
	217.94	249.57	281.20	04/04/25	04/03/26	\$63.26	0.00%	
2 Person Survey Party	406.95	466.01	525.07	04/04/23	04/03/24	\$118.12		\$118.12
	406.95	466.01	525.07	04/04/24	04/03/25	\$118.12	0.00%	
	406.95	466.01	525.07	04/04/25	04/03/26	\$118.12	0.00%	
3 Person Survey Party	593.95	680.15	766.35	04/04/23	04/03/24	\$172.40		\$172.40
	593.95	680.15	766.35	04/04/24	04/03/25	\$172.40	0.00%	
	593.95	680.15	766.35	04/04/25	04/03/26	\$172.40	0.00%	
Clerical / Administrative	150.56	172.41	194.26	04/04/23	04/03/24	\$43.70		\$43.70
	150.56	172.41	194.26	04/04/24	04/03/25	\$43.70	0.00%	
	150.56	172.41	194.26	04/04/25	04/03/26	\$43.70	0.00%	

JOHNSON-FRANK & ASSOC., INC.

OFFICE EMPLOYEE BASIC HOURLY RATES AND COSTS

NAME	CLASSIFICATION	Exempt / Non-exempt	BASIC HOURLY RATE
Roger Frank	Project Manager / Surveyor	Exempt	99.00
Alan Frank	Project Manager / Surveyor	Exempt	99.00
Joseph Padilla	Project Manager / Surveyor	Exempt	59.87
Lenny Castillo	Senior Survey Technician	Non-exempt	47.00
Iris Warfield	Map Checking / Survey Tech	Non-exempt	48.00
Bob Bintliff	Map Checking / Survey Tech	Non-exempt	31.70
Teresa Frank	Administrative	Non-exempt	43.70

FIELD EMPLOYEE BASIC HOURLY RATES AND COSTS

NAME		Exempt / Non-exempt	BASIC HOURLY RATE
California LS Party Chief		Non-exempt	63.26
Certified Party Chief		Non-exempt	61.56
Party Chief		Non-exempt	59.51
Instrument person		Non-exempt	54.86
Chainperson		Non-exempt	54.28

ON-CALL CONTRACT PROPOSAL

Attachment A
Consultant: Johnson-Frank & Assoc., Inc.

Page of
Date: 2023-02-17
Contract No.:

SCHEDULE OF DIRECT COSTS			UNIT
GNSS SURVEY EQUIPMENT:			
GPS Unit Cost Calcs			
Cost:	\$ 43,489.56		
Number of Units:	2		
Cost per Unit:	\$ 21,744.78		
Estimated Useful Life:	5 Years		
Cost per unit per year:	\$ 4,348.96		
Working Days per Year:	260		
Estimated billable days:	130		
Cost per billable day:	\$ 33.45 per unit		
Industry Rental Rates			
Allen Instruments (Trimble)	\$ 200.00 per unit		
Surveyor's Service Co. (Leica)	\$ 205.00 per unit		
Western Data Systems (Trimble)	\$ 100.00 per unit		
Average Justifiable Rental:	\$ 134.61		
Proposed Daily Rate:	\$ 100.00		DAY
TRAVEL EXPENSES, PER DIEM			
Actual cost, in conformance to current Caltrans travel guide, for non-represented employees.			EACH
GENERAL EQUIPMENT			
Cellular Phones	Included		
Safety Equipment	Included		
Personal Computers	Included		
Special Purchases (w/ City authorization)	Actual		
Survey Equipment (other than listed above)	Included		EACH

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 Johnson-Frank & Assoc, Inc. ☒ Prime Consultant ☐ Subconsultant
 Project No. RFP 19-090 Contract No. TBD Date 02/17/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies GNSS Equipment	Per Day	1	\$ 100	\$ 100/day
Permit Fees			\$	\$
Plan Sheets			\$	\$
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: Alan D. Frank Title *: President
Signature :  Date of Certification (mm/dd/yyyy): 02/17/2023
Email: alanfrank@johnson-frank.com Phone Number: (714) 660-5607
Address: 5150 E. Hunter Ave., Anaheim, CA 92807


* 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:

Land Surveying and Mapping

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Land Surveying & Mapping
 4. Project Location: Within the City of Santa Ana
 5. Consultant's Name: Johnson-Frank & Assoc., Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$950,000.00
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 95,000.00 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Aerial Mapping and Photogrammetry	39944	Alice Ramos, (949) 459-3052, aramos@gpsi-corp.com	\$ 95,000.00
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$ 95000
21. Federal-Aid Project Number: _____			10.00 %
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div> <p>23. Local Agency Representative's Signature _____</p> <p>25. Local Agency Representative's Name _____</p> <p>27. Local Agency Representative's Title _____</p> </div> <div> <p>24. Date _____</p> <p>26. Phone _____</p> </div> </div>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
	<p>15. Preparer's Signature  _____</p> <p>17. Preparer's Name <u>Alan D. Frank</u></p> <p>19. Preparer's Title <u>President</u></p>		
	<p>16. Date <u>2/17/23</u></p> <p>18. Phone <u>(714) 660-5607</u></p>		

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 4
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Geospatial Professional Solutions, Inc. (GPSi)

☐ Prime Consultant☒ Subconsultant

Project No.

RFP 19-090

Contract No.Participation Amount \$:

TBD

Date

Feb.9, 2023

For Combined Rate	Fringe Benefit % + General & Administrative %	26.37% + 150.94%	=	177.31%	Combined ICR%
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification1	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Project Manager*	\$293.30	exempt	exempt	4/4/2023	4/4/2026	\$96.15	2.5%	
Photogrammetrist**	\$150.08	\$225.12	\$300.16	4/4/2023	4/4/2026	\$49.20	2.5%	
Lidar Specialist**	\$142.42	\$213.64	\$284.85	4/4/2023	4/4/2026	\$46.69	2.5%	
Photogrammetric Technician**	\$114.27	\$171.40	\$228.54	4/4/2023	4/4/2026	\$37.46	2.5%	
CAD/GIS Specialist**	\$112.87	\$118.51	\$225.73	4/4/2023	4/4/2026	\$37.00	2.5%	
Administrative/Clerical**	\$74.22	\$77.93	\$148.43	4/4/2023	4/4/2026	\$24.33	2.5%	

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 should be based on the consultant’s annual accounting period, established by a cognizant agency 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

Geospatial Professional Solutions, Inc. (GPSi)

☐ Prime Consultant

☒ Subconsultant

Project No.

RFP 19-090

Contract No.

Date

Feb. 9, 2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Ultracam Falcon Prime Digital Photogrammetric Camera (hourly)			\$ 2,100.00	\$
Riegl Lidar Sensor LMS-Q780 (hourly)			\$ 2,750.00	\$
Aircraft - Cessna Turbo 206H \$1,500 (hourly)			\$ 1,500.00	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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.

Local Assistance Procedures Manual

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: Ramon B. Ramos Title *: Exec. VP, Principal

Signature : Ramon Ramos Digitally signed by Ramon Ramos
DN: cn=Ramon Ramos, o=GPSI, ou,
email=rbramos@gpsi-corp.com, c=US
Date: 2023.02.10 00:26:28 -08'00' Date of Certification (mm/dd/yyyy): Feb.9, 2023

Email: rbramos@gpsi-corp.com Phone Number: 949-459-3047

Address: 3151 Airway Ave., Suite G2, Costa Mesa, CA 92626

* 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:

aerial photography, aerial mapping, Lidar mapping, photogrammetric stereo compilation, CAD services, orthophoto production