

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of April, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide services in connection with the development of the City's Local Road Safety Plan Project, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

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

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

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Ninety-Four Thousand Three Hundred Twenty-Eight Dollars and Eighteen Cents (\$94,328.18).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on April 19, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

#### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

Kimley-Horn and Associates, Inc.  
1100 Town and Country Rd. Suite 700  
Orange, CA 92868  
Tel: (714) 939-1030  
Attn: Molly O'Brien

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5180  
Attn: Jennifer Rosales



- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions

contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses,



and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

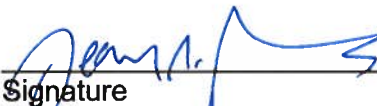
6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

  
Signature

Date: May 5, 2021

Jean Fares, Sr. Vice President  
[Name and Title] TR2097

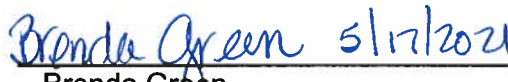
**CITY OF COSTA MESA**



Date: 5/13/21


Lori Ann Farrell Harrison  
City Manager

**ATTEST:**

 5/17/2021  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

  
Kimberly Hall Barlow  
City Attorney

Date: 5/13/21


**APPROVED AS TO INSURANCE:**

  
Ruth Wang  
Risk Management

Date: 5/12/21



APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jennifer Rosales  
Project Manager


Date: May 12, 2021

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 5-12-2021

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: May 11, 2021



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



# CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

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FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

February 1, 2021

**SUBJECT: REQUEST FOR PROPOSALS - LOCAL ROAD SAFETY PLAN PROJECT (LRSPL-5312(105))**

Dear Consultant:

The Public Services Department of the City of Costa Mesa is requesting proposals from qualified consultants for professional engineering services for the development of a Local Road Safety Plan (LRSP). The LRSP will develop a framework to systematically identify and analyze roadway safety concerns and recommend potential safety improvements in the City. The City of Costa Mesa has received a state grant from Caltrans to complete the LRSP.

**BACKGROUND**

The City of Costa Mesa is seeking a qualified consultant to develop a Local Road Safety Plan (LRSP) that will analyze safety vulnerabilities within the City. The LRSP shall study historical traffic collisions data citywide, review key vehicle and active transportation corridors, identify and analyze roadway safety concerns for all modes of travel, and recommend potential safety improvements and policies. The LRSP will identify opportunities to improve and enhance roadway safety within the City focusing on engineering, enforcement, education, encouragement, and emergency services. The LRSP will identify emphasis areas including pedestrian and bicycle safety and countermeasures through public outreach and diverse stakeholder collaboration. The LRSP will be developed through collaboration with residents, businesses, schools, community groups as well as a wide range of stakeholders.

The LRSP shall be designed as a living document that can be updated to reflect the changing needs and priorities of the City. Starting in April 2022, Cities will be required to have an LRSP to apply for future Federal Highway Safety Improvement Program (HSIP) funding for traffic safety improvements along local roads.

The Local Road Safety Plan Project is state-funded through the California Department of Transportation (Caltrans) HSIP funds and local City funds. The City is making every effort to meet all State procurement, management, and administration of State funded projects; and therefore requires the Consultant to also follow all pertinent local and State laws and regulations.



The resulting list includes both the number of crashes for each factor, and the probability that any excess is not random.

Kimley-Horn will provide an inventory of all roadway segments and intersections with three or more crashes (needed for statistical evaluation), ranked by overall number of crashes per *Local Roadway Safety Manual Guidance*. Based on the results of the network screening process, Kimley-Horn will then provide the City with a list of 20 locations for potential review. The City will review the list and provide up to ten locations where further evaluation will be conducted during a field review.

**Task 4.3 Field Review.** A field review will be conducted for the ten locations to better understand site-specific conditions (such as bicycle/pedestrian/vehicle conflict zones, lighting, safe routes to school, etc.) at priority locations and determine which locations may have the greatest potential for a competitive HSIP grant application. Safety Partners will be invited to attend the field review (depending on the current COVID-19 climate and ability to do so in-person). Field visits are most effective when City staff and key Safety Partners participate, particularly representatives from education and law enforcement who provide valuable feedback and observations. This mobile workshop (field review) culminates with a debrief meeting that recaps what was observed and brainstorms potential countermeasures. After the field review is conducted, Kimley-Horn will work with the City to narrow the list down to five locations for specific countermeasure identification.

**Task 4.4 Project Sheets.** Kimley-Horn will prepare project sheets, identifying potential countermeasures for the top five locations, which the City can use in future HSIP grant applications. The project sheets will profile the existing safety performance of each location, including an aerial photo and map, and outline potential countermeasures identified through the field review, high-level planning costs, and potential crash reduction. The sheets will provide the City with a scalable overview of cost-effective safety options at each location, and in doing so, will accommodate for phased implementation of multiple countermeasures or direct implementation of the most cost-effective solutions.

**Task 4 Deliverables:**

- ✓ Tables summarizing the results of the network screening for all intersections and segments
- ✓ Top 20 list
- ✓ Top 10 list
- ✓ Field review
- ✓ Top five locations with project sheets containing potential safety countermeasures (draft/final)

## Task 5 – Emphasis Areas

To guide crash reduction countermeasure strategies, Kimley-Horn will analyze the collision data to identify specific emphasis areas. The emphasis areas within Costa Mesa will be compared to the California SHSP challenge areas, which was prepared by Kimley-Horn. We anticipate that up to five emphasis areas will be considered. The emphasis areas will be structured to meet the needs of the LRSP, provide optimal support for statewide funding priorities, and incorporate priorities and feedback from Safety Partners and City staff. Each emphasis area will be associated with a set of goals and strategies, which will help with prioritization of plan recommendations.

**Task 5 Deliverable:** *Emphasis areas, goals, and strategies*

## Task 6 – Evaluation and Implementation

**Task 6.1 Evaluation and Implementation.** Kimley-Horn will work with the City to identify a process you can follow to implement and evaluate strategies identified in Task 5. Like other LRSPs we have worked on, we will develop a methodology for the City to review, revise, and update the LRSP. Lead agencies will be assigned in coordination with the City for emphasis area implementation. Our team is familiar with this process as we have completed past work on LRSPs and SHSPs at the local and state level throughout the country.

**Task 6.2 Grant Assistance.** Kimley-Horn will assist City staff in determining appropriate grants to align the recommended projects with, including ATP, HSIP, and other possible grants. Proposed grant project descriptions and a summary of the project's alignment with the grant application criteria will be provided by Kimley-Horn.

**Task 6 Deliverables:**

- ✓ Process to implement the LRSP
- ✓ Recommended project grant assistance
- ✓ Lead agencies for emphasis areas identified under Task 5



## **Task 7 – Development of Final LRSP**

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**Task 7.1 Administrative Draft LRSP.** The results of prior tasks will be incorporated into an Administrative Draft LRSP for City review. The Administrative Draft will include the objectives and goals of the LRSP, an outline of the process for developing the LRSP (including analysis findings, recommended safety countermeasures and their prioritization, potential funding sources, evaluation criteria), and planned future updates. The Plan will also include near-term strategies, a sample Vision Zero policy, and recommendations for evaluation and implementation of the LRSP. Maps, charts, and photos will be included in the Administrative Draft, where applicable. Note, a sample Vision Zero policy will be provided; however, this does not include approval of the policy by the City or partner agencies nor does it include acceptance of the City into the Vision Zero Network. City staff will review and comment on the Administrative Draft Plan, providing one set of consolidated written comments.

**Task 7.2 Draft Final LRSP.** Based upon the comments on the Administrative Draft LRSP, Kimley-Horn will revise and update the LRSP to compile a Draft Final LRSP. City staff and Safety Partners will review and comment on the Draft Final Plan. City staff will provide one set of consolidated written comments on the Draft Final LRSP.

**Task 7.3 Final LRSP.** Based upon the comments on the Draft Final LRSP, Kimley-Horn will revise and update the LRSP to compile a Final LRSP.

### **Task 7 Deliverables:**

- ✓ Administrative Draft LRSP (PDF)
- ✓ Address one round of consolidated written comments from City
- ✓ Comment/resolution matrix for Administrative Draft LRSP
- ✓ Draft Final LRSP (PDF)





### 3. SCHEDULE

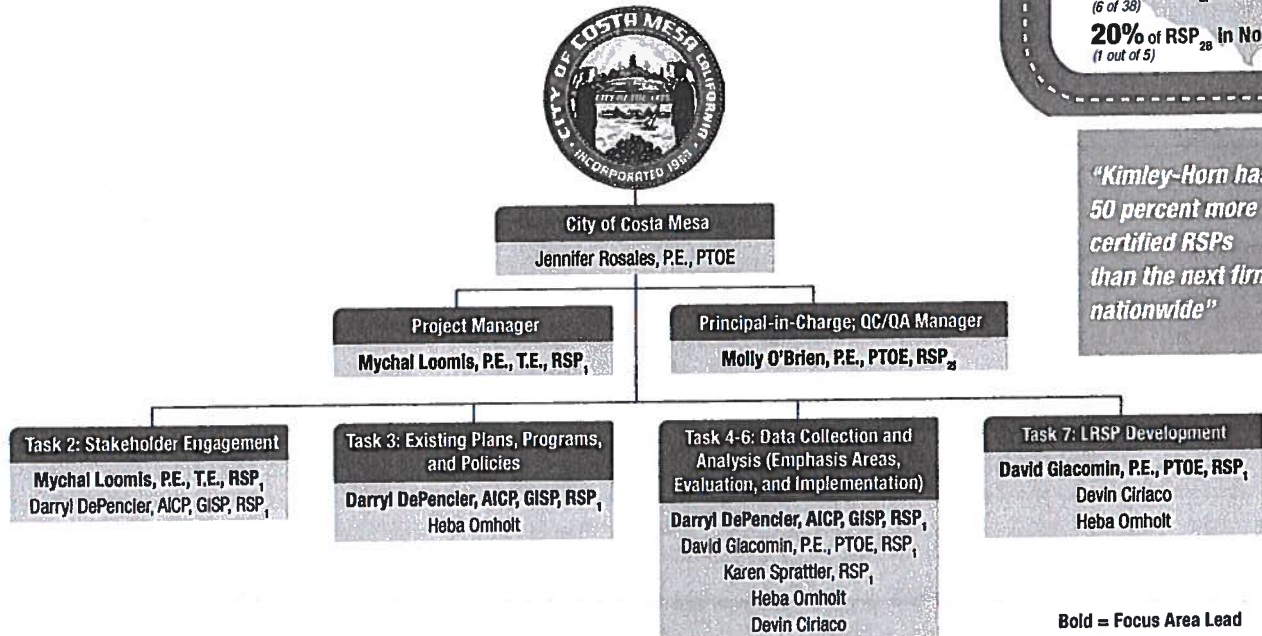
The following project schedule reflects the assumed Notice to Proceed of April 2021 and anticipated completion by October 2021. We will use our internal Management Information System (MIS) to track both effort and performance by recording time spent and percent of project completion. In doing so, we can provide the City with regular updates and make proactive adjustments necessary to maintain schedule and stay within budget.

	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
<b>Task 1: Project Management</b>																										
1.1	Project Management																									
1.2	Kick-Off Meeting																									
1.3	Progress Meetings																									
<b>Task 2: Identify and Engage Safety Partners</b>																										
	List of Safety Partners																									
	Safety Partner Meetings (2)																									
<b>Task 3: Existing Plans, Programs and Policies</b>																										
	Inventory of Opportunity Areas to Facilitate Improvements (Draft)																									
	City Review																									
	Inventory of Opportunity Areas to Facilitate Improvements (Final)																									
<b>Task 4: Data Collection and Analysis</b>																										
4.1	Data Collection																									
4.2	Crash Analysis																									
	Identify Top 20 Locations																									
	City Review and Narrow to 10 Locations																									
4.3	Field Review 10 Locations																									
	Narrow to 5 Locations																									
	City Review and Confirmation of 5 Locations																									
4.4	Project Sheets																									
	Draft Project Sheets (5)																									
	City Review (Concurrent with Draft LRSP Review)																									
	Final Project Sheets (5)																									
<b>Task 5: Emphasis Areas</b>																										
	Emphasis Areas (5)																									
	Goals and Strategies																									
	City Review																									
<b>Task 6: Evaluation and Implementation</b>																										
	Develop Process to Implement and Evaluate																									
	Methodology to Update the LRSP																									
	Lead Agency for Emphasis Areas																									
<b>Task 7: Development of Final LRSP</b>																										
7.1	Administrative Draft LRSP																									
	Internal QA/QC																									
	Address Comments																									
	City Review																									
7.2	Draft Final LRSP																									
	Comment Resolution Matrix																									
	Address Comments																									
	City/Safety Partner Review																									
7.3	Final LRSP																									
	Comment Resolution Matrix																									
	Address Comments																									

■ Consultant    ■ City/Safety Partner

#### 4. PROJECT ORGANIZATION AND STAFFING

The key staff of our proposed team have regional and national experience completing safety projects, including LRSPs, SSARPs, SHSPs, bicycle and pedestrian safety projects, and grant writing services. This project will be performed primarily out of our Orange, San Diego, and Los Angeles offices by a team that can provide the requested traffic safety services in-house. Our team includes five Roadway Safety Professionals (RSP), a new roadway safety certification that was sponsored by Kimley-Horn. The following organization chart details our team roles:



**26**  
Kimley-Horn maintains of the nation's certified **Road Safety Professionals (RSPs)**

**11** RSP **15** RSP

**7%** of RSP<sub>1</sub> in North America (26 out of 379)

**15%** of RSP<sub>2</sub> in North America (6 of 38)

**20%** of RSP<sub>2B</sub> in North America (1 out of 5)

*"Kimley-Horn has 50 percent more certified RSPs than the next firm nationwide"*

Our proposed project manager, **Mychal Loomis, P.E., T.E., RSP**, brings an extensive background in LRSPs and other safety-related projects and will serve as the City's main contact. As an RSP and CA-registered Traffic Engineer, Mychal will drive the safety planning process and LRSP development. Designated key staff will not change throughout project duration. As a Vice President of the firm, **Molly O'Brien, P.E., T.E., RSP**, is authorized to negotiate the contract on behalf of Kimley-Horn. We are committed to providing the City with the responsiveness of a small organization backed by the depth of resources that only a national firm with more RSPs than any other firm can provide. Our staff availability and experience are summarized below:

Previous Experience	Staff and Availability						
	Mychal Loomis (50%)	Molly O'Brien (40%)	Darryl DePencier (55%)	David Giacomini (55%)	Karen Sprattler (25%)	Heba Umholt (65%)	Devin Ciriaco (70%)
Imperial Beach LRSP	X		X			X	
Santa Cruz LRSP			X			X	X
San Joaquin County SSARP	X					X	
Lancaster SSARP	X		X				
CA SHSP Implementation Plan	X	X	X	X	X	X	X
CA HSIP Implementation Plan	X	X		X	X		
Roseville LRSP		X	X	X	X	X	X
Citrus Heights, LRSP		X	X	X		X	X
Rocklin LRSP		X	X			X	X

Resumes for our key staff are detailed below.





**Mychal Loomis, P.E., T.E., PTOE, RSP,**  
*Project Manager; Stakeholder Engagement Lead*

Mychal has 14 years of traffic engineering experience and, in his time with Kimley-Horn, has worked on a diverse range of local, regional, and statewide community planning and traffic safety projects. He has spent the past two years helping manage California's Strategic Highway Safety Plan, performing stakeholder outreach, crash data analyses, and document preparation. His experience also includes development of LRSPs, SSARPs, RSAs, active transportation network evaluations and recommendations, and community-wide mobility studies. Mychal provides responsiveness and holistic viewpoints on mobility, with an emphasis on safety and low-cost solutions that are supported by the community.

#### Professional Credentials

- B.S., Civil Engineering, Oregon State University
- Professional Engineer in CA #76101
- Traffic Engineer in CA #2918
- Professional Traffic Operations Engineer #4347
- Road Safety Professional 1 #286

### RELEVANT EXPERIENCE

- **LRSP, Imperial Beach, CA** – Project Manager. As part of this LRSP, Kimley-Horn is conducting a citywide traffic collisions analysis that provides the City of Imperial Beach a detailed understanding of high-risk locations for collisions and identifies countermeasures that will inform safety improvements to the road network. As project manager, Mychal has led the development of focus areas and countermeasures, facilitating stakeholder working group meetings, and overseeing all aspects of the LRSP. The project is in the final stages of completion, with both general and specific solutions developed. The City of Imperial Beach has already been selected for a grant based on outcomes of the LRSP.
- **SSARP, San Joaquin County, CA** – Project Manager. Kimley-Horn prepared an SSARP, including a citywide traffic collision analysis and identification of roadway safety issues, for the San Joaquin County. As Project Manager, Mychal facilitated stakeholder working group meetings and coordinated inter-agency communication on safety improvements. He also identified focus areas and countermeasures while overseeing the general SSARP development.
- **SSARP, Lancaster, CA** – Project Engineer. Kimley-Horn provided program/project management and project oversight throughout the life of five local interchange improvement projects, which were funded with Measure R funding through LA Metro. Our team functioned as an extension of the City of Lancaster and worked closely with Caltrans District 7 and LA Metro to managing the program. As part of this project, Mychal developed a warrant for residential stop sign installation and crosswalk installation.
- **California SHSP Implementation Plan, Statewide, CA** – Deputy Project Manager and Challenge Area Liaison. Kimley-Horn is leading California's 2020 to 2024 SHSP Implementation Plan, a multi-agency collaborative effort to outline a safe and sustainable transportation system for motorized and nonmotorized users on public roads in the state. Throughout this project, Mychal is leading steering committee and executive leadership meetings and facilitating four challenge area teams. As part of outreach, he has organized several regional outreach events across the state and is responsible for responding to stakeholder inquiries and developing website and communication materials. For example, Mychal was heavily involved in development content for the 2020-2024 SHSP Report.
- **Olympic Parkway Roadway Safety Assessment, Chula Vista, CA** – Project Manager. As part of this RSA, Mychal performed an in-field roadway safety assessment, developed and prioritized countermeasures, and documented the finding and recommendations.

#### Other Safety Projects

- » California HSIP Implementation Plan, Statewide, CA - Deputy Project Manager
- » California Strategic Performance Measures Target Setting, Statewide, CA - Project Engineer





## Molly O'Brien, P.E., PTOE, RSP<sup>21</sup>

Principal-in-Charge; QC/QA Manager

Molly has over 17 years of safety, traffic, and transportation planning and design experience, which includes providing transportation safety consulting services to public agencies throughout the country. Her experience includes LRSPs, SSARPs, RSAs, pedestrian/bicycle studies, and complete streets studies. Additionally, she has completed formal training on RSAs and the HSM IHSDM. She is experienced in conducting stakeholder workshops and prioritizing improvements to help maximize resources. Molly will draw on her extensive experience coordinating LRSP projects with collaborators and clients dispersed throughout the country to help oversee the successful completion of your project on schedule and within budget.

### Professional Credentials

- M.S., Civil Engineering, Iowa State University, Ames
- B.S., Civil Engineering, Iowa State University, Ames
- Professional Engineer in NV #017702
- Professional Traffic Operations Engineer #2534
- Road Safety Professional 1 #28
- Road Safety Professional 2 Infrastructure #8

## RELEVANT EXPERIENCE

- **LRSP, Roseville, CA** – Project Manager. Molly is overseeing all aspects of the City of Roseville's LRSP development and recently completed a technical memorandum summarizing the collision data analysis. She recently presented the results of her team's data-driven analysis tool, which categorizes collisions by intersection and roadway type. Using this tool helps prioritize locations for field reviews and development of project sheets for specific priority locations to assist with HSIP applications. Molly is also leading the stakeholder coordination groups to obtain feedback from the four E's of safety.
- **LRSP, Citrus Heights, CA** – Deputy Project Manager. Molly is assisting with and coordinating the documentation of existing collision data analysis and providing QC/QA for project deliverables. Additionally, she is coordinating with the City of Citrus Heights and project team to prioritize priority locations for field reviews and project sheet development based on the results of the team's data-driven analysis tool, which categorizes collisions by intersection and roadway type.
- **FHWA, LRSP Implementation, Nationwide, US** – Project Manager. Molly conducted interviews with jurisdictions who have completed LRSPs to determine best practices for implementation of LRSPs. Molly helped develop the recommendations and steps for implementation of LRSPs that will serve as the best practices guide for the FHWA for LRSP implementation throughout the country.
- **California HSIP Implementation Plan, Statewide, CA** – Project Manager. Molly oversaw the development of the first-ever California HSIP Implementation Plan. Molly conducted an extensive review of the HSIP funding to provide recommendations to improve the effectiveness of the HSIP by continuing to improve on alignment with the SHSP Challenge Areas and to implement projects that reduce the number of traffic fatalities and serious injuries on all public roads.
- **LRSP, Rocklin, CA** – Deputy Project Manager. Molly will be assisting with and coordinating the documentation of existing collision data analysis and providing QC/QA for project deliverables. Additionally, she is coordinating with the City of Rocklin and project team to prioritize priority locations for field reviews and project sheet development based on the results of the team's data-driven analysis tool, which categorizes collisions by intersection and roadway type.
- **Iowa DOT, LRSPs, Statewide, IA** – Project Manager. Molly has overseen all project aspects, including project management, document review, data collection, crash and roadway data analysis, countermeasure selection, and LRSP development. The project has been divided into four phases to complete LRSPs for 59 counties and seven cities in Iowa. It required extensive GIS database development, mapping of existing infrastructure, and geospatial analysis on over 10,400 miles of paved roads, more than 17,100 intersections, and over 6,000 curves. To date, Molly has led over 75 workshops as part of the project.

### Other Safety Projects

- » California SHSP Implementation Plan, Statewide, CA – Project Engineer
- » KDOT, LRSPs (64 LRSPs), Statewide, KS – Project Manager
- » ALDOT, LRSPs (10 LRSPs), Statewide, AL – Principal-in-Charge and QC/QA Manager
- » SSAR, Mono County, CA – Principal-in-Charge and QC/QA Manager
- » NDOT, RSA Program, Statewide, NV – Facilitator
- » FHWA, Safety Peer to Peer Exchanges, US – Project Manager



### **Darryl dePencier, AICP, GISP, RSP,**

*Existing Plans, Programs, and Policies Lead; Data Collection and Analysis Lead*

Darryl has been conducting transportation safety for more than 15 years. He has developed tools to root out the spatial relationships between crash events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language to network screening, crash site engineering reviews and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the *Highway Safety Manual*, the *Local Roadway Safety Manual*, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

#### **Professional Credentials**

- M.S., Urban Spatial Analytics, University of Pennsylvania
- B.S., Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional 1 #273

### **RELEVANT EXPERIENCE**

- **LRSP, Artesia, CA** – Project Manager. Darryl is working with the City of Artesia to use local crash histories to identify locations with higher crash rates, higher crash costs, and crash patterns. By determining citywide trends and patterns, the team will identify the physical roadway characteristics and driver attributes that contribute to the largest number and highest severity crashes, and accordingly, develop a customized countermeasure toolbox.
- **LRSP, Santa Cruz, CA** – Project Manager. Darryl is working with the City of Santa Cruz to develop an LRSP that uses local crash histories to identify citywide trends and patterns. The resulting countermeasure toolbox will emphasize bicycle and pedestrian safety as the City has a high active transportation mode share.
- **SSARP, Ventura, CA** – Project Planner. Darryl developed a GIS tool to implement a more complex statistical review of crash activity. The tool helped to identify several locations within the City of Ventura that exhibited unexpected crash activity relative to other local, similar locations. Darryl used this information to assist with the development of projects that can be implemented to improve traffic safety.
- **SSARP, Santa Clarita, CA** – Project Planner. Darryl oversaw the analytical component of the SSARP, identifying conditions citywide that negatively impacted bicycle and pedestrian safety. He helped the City of Santa Clarita review its policies and programs against best practices for active transportation safety and identified several projects that were eligible and competitive for HSIP funding.
- **SSARP, Lancaster, CA** – Project Manager. Darryl led the analytical tasks for the City of Lancaster's SSARP. Using custom GIS based tools, he and the team identified crash hot spots, high risk locations, and facilities with unusual crash patterns that could be prioritized for mitigation.

### **Other Safety Projects**

- » California SHSP Implementation Plan, Statewide, CA – Project Planner
- » SSARP, Sunnyvale, CA – Project Manager
- » LRSP, Citrus Heights, CA – Project Planner
- » LRSP, Roseville, CA – Project Planner
- » LRSP, Rocklin, CA – Project Planner





**David Giacomini, P.E., PTOE, RSP,**  
*LRSP Development Lead*

David is a transportation engineer whose focus on transportation safety has resulted in LRSPs, RSAs, traffic safety analyses, and SHSP project experience across the country. He employs geospatial and statistical analysis to conduct crash and risk factor analyses, drawing upon his knowledge of advanced GIS analysis and mapping, data inventory, and collision data analysis. David has spatially analyzed more than 16,300 miles of roadways, 23,100 intersections, and 3,300 curves for systemic safety improvements as part of LRSPs throughout the country.

#### Professional Credentials

- M.S., Civil Engineering, University of Minnesota
- B.S., Civil Engineering, University of Minnesota
- Professional Engineer In Nevada #24367
- Professional Traffic Operations Engineer #4609
- Road Safety Professional 1 #270

## RELEVANT EXPERIENCE

- **SSARP, Mono County, CA** – Project Manager. Our team identified safety concerns and selected countermeasures to improve safety on Mono County roads while maximizing the limited resources available. David used existing data sources, such as SWITRS and TIMS, to perform a collision and roadway data analysis. Using this analysis in tandem with a geospatial analysis of County roadways, he identified systemic trends in crash history and developed charts and tables to succinctly detail the crash data.
- **LRSP, Citrus Heights, CA** – Project Engineer. Kimley-Horn is currently assisting the City of Citrus Heights develop an LRSP to help identify and prioritize the effective methods of improving traffic safety for all users. The LRSP will address safety through roadway improvements, measures to modify driver behavior, and improved education, enforcement, and emergency response best practices. The LRSP will result in a set of data driven recommendations, coupled with input from key stakeholders representing the Safety E's – engineering, enforcement, education, and emergency services.
- **LRSP, Roseville, CA** – Project Engineer. Kimley-Horn is currently assisting the City of Roseville on their LRSP. The City experiences a considerable multimodal mix of trips across its transportation network, and David is leading a data-driven analysis to further categorize collisions by intersection and roadway size and type while working directly with local law enforcement to identify critical issues occurring on Roseville's roadways. Our scope of services includes the preparation of a public outreach plan, as well as the completion of a focused countermeasure evaluation and project sheet development for five specific priority locations to assist with HSIP applications.
- **California SHSP Implementation Plan, Statewide, CA** – Project Engineer. Kimley-Horn is leading California's 2020 to 2024 SHSP Implementation Plan, a multi-agency collaborative effort to ensure a safe and sustainable transportation system for all motorized and nonmotorized users on all state public roads. David has been involved in this project for approximately two years, conducting several statistical crash analyses and facilitating meetings for both the Pedestrian and Bicycle Challenge Areas. He oversees providing data request deliverables for the 16 challenge areas within the SHSP for California. David is also in charge of preparing data-driven deliverables, such as technical memorandums that provide statistical analysis of fatal and serious injury crashes throughout the state.

### Other Safety Projects

- » California HSIP Implementation Plan, Statewide, CA – Project Engineer
- » KDOT LRSPs (64 LRSPs), Statewide, KS – Project Manager
- » ALDOT LRSPs (10 LRSPs), Statewide, AL – Principal in Charge and QC/QA Manager
- » NDOT LRSPs (4 LRSPs), Statewide, NE – Project Engineer
- » NDOT RSA Program, Statewide, NV – Facilitator
- » NDOT Wrong Way Driving Study, Statewide, NV - Project Engineer





**Karen Sprattler, RSP<sub>1</sub>**  
*Data Collection and Analysis*

Karen is a nationally recognized behavioral highway safety expert with more than 25 years of experience. Focusing on driver behavior and traffic safety, she has evaluated, developed, and advocated for traffic safety policies, programs, and countermeasures with both government and private sector clients. On this project, Karen will lend her subject matter expertise in the areas of impaired driving, distracted driving, occupant protection, high visibility enforcement, traffic safety technology, teen drivers, driver education, speed, drowsy driving, and other aspects of driver behavior.

#### Professional Credentials

- M.A., Criminal Justice and Corrections, University of Iowa
- B.S., Sociology and Criminal Justice System Studies, North Dakota State University
- Road Safety Professional 1 #342

## RELEVANT EXPERIENCE

- **California SHSP Implementation Plan, Statewide, CA** – Project Planner. Karen serves as the team's behavioral safety expert, providing subject matter expertise, development, and implementation support to California's federally required SHSP effort in the areas of Drug and Alcohol-Related Driving, Occupant Protection, Speed and Aggressive Driving, Young Drivers, and Distracted Driving. This project began in July 2018 and will run through 2023.
- **Nevada SHSP Update, Statewide, NV** – Project Planner. Kimley-Horn completed Nevada's 2016 to 2020 SHSP Update on time and under budget. Karen provided subject matter expertise in the areas of Drug and Alcohol-Related Driving, Occupant Protection, Speed and Aggressive Driving, Young Drivers, and Distracted Driving. Our team is continuing to lead implementation support under a new 2018-2020 contract.
- **Arizona SHSP Update, Statewide, AZ** – Project Planner. Karen supported Arizona's federally required SHSP effort by offering subject matter expertise in the areas of Drug and Alcohol-Related Driving, Occupant Protection, Speed and Aggressive Driving, Young Drivers, and Distracted Driving. Karen provided guidance to Arizona's traffic safety partners addressing emphasis areas and contributed to the development of a framework for reducing fatalities and serious injuries on Arizona's roadways.

## Other Safety Projects and Experience

- » AAA National and the Governors Highway Safety Association, Drug Impaired Driving Policy Forum: Prescription and Over-the-Counter Drugs, Washington, D.C. – Facilitator
- » Governors Highway Safety Association/State Farm® Autonomous Vehicle Safety Expert Panel: Engaging Drivers and Law Enforcement, Washington, D.C. – Facilitator
- » Road to Zero Project, Hennepin County, Minneapolis, MN – Behavioral Safety Expert
- » SSDOT SHSP, Statewide, SD – Behavioral Safety Expert
- » CTDOT SHSP, Statewide, CT – Behavioral Safety Expert
- » Florida SHSP, Statewide, FL – Consultant





## Heba Omholt

*Existing Plans, Programs, and Policies; Data Collection and Analysis; LRSP Development*

### Professional Credentials

- M.S., Transportation Engineering, New York University
- B.S., Environmental Policy, University of California, Davis

Heba is an analyst who supports transportation safety projects with data analysis. Using her knowledge of Structured Query Language (SQL), Microsoft PowerBI, and GIS, she has been able to quantitatively and spatially identify safety trends that guide improvements for reducing fatalities and serious injuries on roadways.

### RELEVANT EXPERIENCE

- LRSP, Imperial Beach, CA – Analyst
- LRSP, Santa Cruz, CA – Analyst
- LRSP, Ventura County, CA – Analyst
- LRSP, Roseville, CA – Analyst
- LRSP, Citrus Heights, CA – Analyst
- LRSP, Rocklin, CA – Analyst

Heba has played a key role in the development of LRSPs for the cities and counties identified above. For all listed LRSPs, Heba conducted a literature review of existing plans to identify non-infrastructure safety improvement opportunities in the form of projects, policies, and programs. She also conducted in-depth, geospatial analysis of the City's collision history that is compliant with the Highway Safety Manual (HSM) methodology. Finally, Heba prepared technical memorandums and reports that document all findings and recommendations.

### Other Safety Projects

#### » SSARP, San Joaquin County, CA – Analyst

Heba conducted a literature review of existing plans to identify non-infrastructure safety improvement opportunities in the form of projects, policies, and programs. She also conducted in-depth, geospatial analysis of the City's collision history that is compliant with the HSM methodology. Finally, Heba prepared technical memorandums and reports that document all findings and recommendations.

#### » California SHSP Implementation Plan, Statewide, CA – Analyst

Heba has analyzed state incident report data using SQL to identify trends and provide data-driven guidance to help eliminate fatal and serious injury collisions. She presented data findings in visually appealing and navigable formats – such as creating dashboards in Tableau – to provide private and public agencies with digestible crash data findings. Heba also prepared biweekly presentations to update the executive leadership and steering committee on project status and facilitated discussions for next steps.



## Devin Ciriaco

*Data Collection and Analysis; LRSP Development*

Devin serves as one of the lead analysts on studies for SSARs and LRSPs. He brings extensive experience with traffic impact analyses, transportation planning in both the public and private sectors, multimodal corridor feasibility studies, data analytics/visualization, and safety grant applications. Devin is proficient in GIS, database management, SQL, Windows Access, Synchro, HCS, SIDRA, and the Adobe Creative Suite.

### Professional Credentials

- Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo
- B.S., Environmental Science, University of California, Davis

## RELEVANT EXPERIENCE

- LRSP, Ventura County, CA – Analyst
- LRSP, Simi Valley, CA – Analyst
- LRSP, Santa Cruz, CA – Analyst
- LRSP, Anaheim, CA – Analyst
- LRSP, Artesia, CA – Analyst
- LRSP, Roseville, CA – Analyst
- LRSP, Citrus Heights, CA – Analyst
- LRSP, Rocklin, CA – Analyst

Devin has played a key role in the development of LRSPs for the cities and counties identified above. For all listed LRSPs, Devin identified non-infrastructure safety improvement opportunities in the form of projects, policies, and programs. He created collision diagrams for high-collision locations identified in the statistical network screening analysis process and conducted in-depth, geospatial analysis of jurisdiction's collision history that is compliant with the HSM methodology. Devin also assisted with field assessments at high-collision locations, developed project sheets, prepared and presented at technical workshops for key stakeholders, and prepared technical memorandums and reports that document all findings and recommendations.

## Other Safety Projects

- » California SHSP Implementation Plan, Statewide, CA – Analyst.

Kimley-Horn is leading California's 2020 to 2024 SHSP Implementation Plan, a multi-agency collaborative effort to outline a safe and sustainable transportation system for motorized and nonmotorized users on public roads in the state. As part of this project, Devin analyzed state incident report data using SQL to identify trends and provide data-driven guidance to help eliminate fatal and serious injury collisions.





## 5. WORK HISTORY

Kimley-Horn has and is working with local and state agencies to advance their safety projects and visions across California (demonstrated by the map to the right). Detailed descriptions of a few of our relevant recent experience, including client references, are provided below.

### Local Road Safety Plan, Imperial Beach, CA

The overarching project goal is to provide the City of Imperial Beach with a detailed understanding of high-risk locations for collisions and identify countermeasures that will inform planning for immediate, mid-range, and long-term safety improvements. As part of this LRSP, Kimley-Horn is conducting a citywide traffic collisions analysis that identifies safety issues throughout the City of Imperial Beach's road network. Based on the finding that Imperial Beach has more vulnerable user crashes (pedestrian, bicycle, motorcycle), we identified infrastructure and non-infrastructure countermeasure recommendations to reduce the likelihood of future crashes. This project also includes public outreach and involvement to gather feedback from residents, and the resulting document will provide guidance on selecting projects that will be detailed for future grant cycles.



Dates:	Contract Amount:	Agency:	Agency Contact:
March 2020 – Ongoing	\$82K	City of Imperial Beach	Eric Minicilli, Public Works Director • 619.628.1369 • eminicilli@imperialbeachca.gov

### Local Roadway Safety Plan, Santa Cruz, CA

Kimley-Horn developed an LRSP that included an evaluation of best safety practices and common safety challenges in the City of Santa Cruz. The final plan included a customized toolbox of countermeasures that addressed the most common local challenges that align with statewide funding priorities.

Dates:	Contract Amount:	Agency:	Agency Contact:
March 2020 – Ongoing	\$72K	City of Santa Cruz	Claire Gallogly, Transportation Planner • 831.420.5107 • cgallogly@cityofsantacruz.com

"I've loved working with Kimley Horn on this project. Darryl DePencier is our project manager, and has done a great job keeping the project moving on time and on budget. The rest of the team has also been great to work with. Their work is high quality, communication clear, and product is immediately usable. They went the extra mile in assisting us with two HSIP applications this cycle based on their draft report, and we would have been unable to take on the extra work of those without their help. I'd highly recommend their team."

- Claire Gallogly, Transportation Planner at the City of Santa Cruz

### Systematic Safety Analysis Report Program, San Joaquin County, CA

Kimley-Horn prepared a SSARP for San Joaquin County, including a citywide traffic collision analysis identifying safety issues throughout its road network. This project involved partnership with Crossroads and detailed crash data analysis to identify the number of collision risk factors and rates, collision types and severity, crash rates and various environmental variables. The SSARP included the development of county emphasis areas, a review of current traffic safety efforts being performed by the county, and recommended strategies for improving traffic safety for specific locations, systemic applications, and non-infrastructure considerations.

Dates:	Contract Amount:	Agency:	Agency Contact:
May 2020 – November 2020	\$20K	County of San Joaquin	Najee Zarif, Engineering Services Manager • 209.468.3053 • nzarif@sjgov.org



**Systematic Safety Analysis Report Program, Goleta, CA**

Kimley-Horn prepared a SSARP focused on selected major corridors within the City of Goleta. The study was informed by a citywide safety performance to determine crash patterns that stood out and cost-effective countermeasures. The selected crash locations were used to develop template projects that became part of a toolbox for the City's use to simplify the process of identifying higher risk locations and appropriate treatments.

Dates:	Contract Amount:	Agency:	Agency Contact:
December 2018 – February 2021	\$240K	City of Goleta	James Winslow, Senior Project Manager • 805.961.7577 • jwinslow@cityofgoleta.org

**California Strategic Highway Safety Plan Implementation Plan, Statewide, CA**

Kimley-Horn is leading California's multi-agency collaborative effort, 2020 to 2024 SHSP Implementation Plan. The SHSP outlines a safe and sustainable transportation system for motorized and nonmotorized users on all public roads in the state. Kimley-Horn is assisting with SHSP development, action plans, and compliance with federal requirements. The final SHSP will provide guidance on areas of emphasis, make recommendations for improvement, and note responsible agencies and individuals for each action. Kimley-Horn will support Caltrans with overseeing implementation for the next several years. This project has required extensive coordination with several working groups, including a steering and executive committee. Kimley-Horn has successfully worked with Caltrans staff to keep the project on schedule and on budget, while remaining versatile enough to respond to feedback that occasionally shifts project priorities and objectives.

Dates:	Contract Amount:	Agency:	Agency Contact:
July 2018 – Ongoing	\$7.9M	Caltrans	Rachel Carpenter, Chief Safety Officer • 916.651.1248 • rachel.carpenter@dot.ca.gov

**California Highway Safety Improvements Program Implementation Plan, Statewide, CA**

Kimley-Horn developed California's first HSIP Implementation Plan in the summer of 2020. The HSIP Implementation Plan included a review of historical spending of HSIP funds that are provided to the state as they relate to location and project type, size, and selection process. The plan includes recommendations on how to modify future use of HSIP funding to address data-driven needs identified in California. Recommendations included changes to the HSIP grant application, Caltrans monitoring programs, and more opportunities for stakeholder input. The plan was developed in close coordination with Caltrans staff, including input from the Chief Safety Officer and Director.

Dates:	Contract Amount:	Agency:	Agency Contact:
June 2020 – October 2020	Prepared with SHSP Funds Identified Above	Caltrans	Dean Samuelson, P.E., T.E., Chief, Office of Traffic Safety Programs • 916.653.3661 • dean.samuelson@dot.ca.gov

**Vision Zero Crash Study and Action Plan, Minneapolis, MN**

Utilizing 10 years of data to identify trends, contributing factors, and characteristics of more than 40,000 crashes, Kimley-Horn completed a comprehensive analysis of pedestrian, bicycle, and vehicle crashes for the City of Minneapolis. The study considered trends over time, identified high crash and crash severity corridors, and drew connections between crashes and street geometry, land use, demographics, transit, and signal characteristics. The City is currently using the results of the studies to guide and prioritize locations for improvements in its Vision Zero Action Plan and its capital improvement program (CIP).

Dates:	Contract Amount:	Agency:	Agency Contact:
May 2018 – February 2020	\$70K	City of Minneapolis	Ethan Fawley, Vision Zero Program Coordinator, 612.673.5983 • ethan.fawley@minneapolismn.gov

**6. PROFESSIONAL SERVICES AGREEMENT (PSA)**

Kimley-Horn has reviewed the sample Professional Services Agreement and would like to discuss the following modifications with the City that are congruent with previously negotiated terms.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.





Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

5.1. **Minimum Scope and Limits of Insurance.**

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy[...].

6.9. **Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent arising out of the negligence, recklessness, or willful misconduct [...]

## 7. CONFLICT OF INTEREST STATEMENT

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To the best of our knowledge, Kimley-Horn does not have any financial, business, or other relationship with the City of Costa Mesa that may have an impact upon the outcome of the project. Likewise, we do not believe that any of our current clients have a financial interest in the outcome of this contract or projects that may follow.

## 8. LITIGATION

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Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058. Civil litigation cases in California in the last five years are as follows:

- 29Twenty Maintenance Association v. Van Daele Development Corp., et al; Los Angeles County, Superior Court of the State of California; Case No. 19STCV13496; filed 2019; alleged economic loss; settled 2020
- Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; Keemia Abad; and Arianna Abad v. U.S. Foods, Inc., et.al.; Alameda County Superior Court; Case No. RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.
- Air Wing, LLC v. One Piper Ranch, LLC v. Cross-Complainants: San Diego County Superior Court; Case No. 37-2014-00009315; filed 2016; alleged economic loss; Kimley-Horn dismissed; closed 2017.
- Rickey Fraley, Eileen Fraley v Live Nation Worldwide, Inc., et al: San Bernardino County Superior Court; Case No. CIVDS 1707090; filed 2017; wrongful death claim; Kimley-Horn dismissed; closed 2017.
- Nancy Graham v. City of Santa Cruz, et al: Santa Cruz County Superior Court; Case No. 16CV02729; filed 2017; bicycle accident, personal injuries; settled; closed 2018.
- David S. Lindley, individually and as successor in interest to David W. Lindley, Maureen K. Sennhauser, individually and as successor in the interest to David W. Lindley and The Estate of David W. Lindley v. City of Los Angeles, et al: Los Angeles County Superior Court, Central District; Case No. BC576886; filed 2015; wrongful death claim; settled; closed 2016.
- Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019.

## 9. CONTRACT AGREEMENT (ADDITIONAL REQUIREMENTS)

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Kimley-Horn recognizes that the proposal terms will be in effect for 90 days following the date of submittal.

## 10. FINANCIAL RESPONSIBILITY

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Kimley-Horn is privately owned, financially strong, and positioned for continued financial health. In addition to sustaining healthy annual revenues and equity, Kimley-Horn maintains a robust cash flow and has an untapped eight-figure operating line of credit available for short-term cash flow needs. We operate the firm conservatively and have the financial ability to successfully perform the services for your project.



## **11. CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL**

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Vendor Application Form

Company Profile & References

Ex Parte Communications Certificate

Disclosure of Government Positions

Disqualifications Questionnaire

Bidder/Applicant/Contractor Campaign Contribution



**VENDOR APPLICATION FORM**

FOR LRSPL-5312(105)  
RFP No. \_\_\_\_\_ for Local Road Safety Plan Project

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

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

Contact Person for Agreement: Molly M. O'Brien, Vice President

Corporate Mailing Address: 1100 W. Town and Country Rd, Ste. 700

City, State and Zip Code: Orange, CA 92868

E-Mail Address: molly.obrien@kimley-horn.com

Phone: 775.200.1979 Fax: N/A

Contact Person for Proposals: Mychal Loomis, P.E., T.E., RSP1

Title: Project Manager E-Mail Address: mychal.loomis@kimley-horn.com

Business Telephone: 619.744.0161 Business Fax: N/A

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL  SOLE PROPRIETORSHIP  
 PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
John C. Atz, Chairman		561.845.0665
Steven E. Lefton, CEO, President		703.674.1300
Richard N. Cook, Senior Vice President, Secretary		919.677.2000
Tammy L. Flanagan, CFO, Senior Vice President		919.677.2000
David L. McEntee, Vice President, Treasurer, Assistant Secretary		919.677.2000

Federal Tax Identification Number: 56-0885615

City of Costa Mesa Business License Number: Will obtain upon award

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

# Kimley»»Horn

## Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 14, 2021



Richard N. Cook, Secretary

(corporate seal)





**Kimley-Horn and Associates, Inc.**  
**FULL CONTRACT SIGNING AUTHORITY**  
**December 17, 2020**

**ATLANTIC**

**BALTIMORE**

Falk, Katherine W.  
Kraft, Jonathan H.

**HOBOKEN**

Gibson, Adam T.

**NEWPORT NEWS**

Collins, Carroll E.

**NORTHERN VIRGINIA**

Byrd, Michael N.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Hall, Lori A.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Musson, David B.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.

**PHILADELPHIA**

Hughes, Paul W.

**PRINCETON**

Diggan, Tony W.

**RICHMOND**

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Lickliter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

**VIRGINIA BEACH**

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Holland, Kimberly R.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Royal, Jack R.  
Votava Charles F.

**WHITE PLAINS**

Canning, Thomas J.  
Van Hise, Kevin

**CALIFORNIA**

**LOS ANGELES**

Blume, Robert D.  
Fares, Jean B.  
Kyle, Gregory S  
Phaneuf, Alyssa S.

**OAKLAND**

Akwabi, Kwasi  
Dankberg, Adam J.

**ORANGE**

Adrian, Darren J.  
Gillis, Brian R.  
Kerry, Nicole M.  
Matson, Jason B.  
Melchor, Jason J.  
Melvin, M. Pearse  
Phillips, Chad E.

**PLEASANTON**

Dean, Felicia C.  
Durrenberger, Randal R.  
Mowery, Michael C.  
Sowers, Brian E.

**SACRAMENTO**

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

**SAN DIEGO**

Barlow, Matthew T.  
Espelet, Leonardo C.  
Harry, Jennifer L.  
Kaltsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McCormick, Matthew B.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

**SAN JOSE**

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

**FLORIDA**

**BOCA-DEL-RAJ**

Spruce, Michael D.  
Webber, Jason A.

**FORT LAUDERDALE**

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Robertson, Stewart E.

**FORT MYERS**

Wicks, Amy N.

**JACKSONVILLE**

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

**LAKELAND**

Lewis, Jason A.  
Wilson, Mark E.

**MIAMI**

Baldo, Burt L.  
Buchler, Aaron E.  
Campbell, David C.  
Collier, Julio A.  
Fernandez, Jorge L.

**OCALA**

Bryant, M. Lewis  
Busche, Richard V.  
Gartner, Amber L.

**ORLANDO**

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
Wetherell, Ryan S.  
White, Wayne E.

**SARASOTA**

Klepper, B. Kelley  
Nadeau, Gary J.  
Pankonin, James R.  
Schmid, Seth E.

**ST. PETERSBURG**

Dodge, Dawn M.

**TALLAHASSEE**

Barr, Richard R.  
Sewell, Jon S.  
Stephens, Britt L.

**TAMPA**

Bulloch, Kelly B.  
Gilner, Scott W.  
Lee, Nathan Q.

**VERO BEACH**

Dalton, Edward T.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Thomas, Melibe S.

**WEST PALM BEACH**

Atz, John C.  
Barnes, R. Russell  
Heggen, Christopher W.  
Mufleh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Schwartz, Michael F.  
Sumislaski, James M.  
Tercilla, Lindsey A.  
Walthall, David W.

**MID-WEST**

**CHICAGO**

**DOWNTOWN**

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

**CHICAGO**

**SUBURBAN**

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

**COLUMBUS**

Muller, Justin M.

**INDIANAPOLIS**

Butz, Jr., William A.

**TWIN CITIES**

Bishop, Mark C.  
Coyle, Daniel J.  
Horn, Jon B.  
Elegert, Brandon R.  
Kuhnau, JoNette L.  
Leverett, Christopher C.  
Matzek, William D.

**MOUNTAIN**

**COLORADO SPRINGS**

Gunderson, Eric J.

**DENVER**

Andryscik, Kory J.  
Colvin, Scott W.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Sobieski, Dennis  
Turner, Meaghan M.  
Valentine, Brian W.  
Wilhelm, William R.

**LAS VEGAS**

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

**MESA**

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

**PHOENIX**

Henderson, Benjamin J.  
Hermann, Michael J.  
Jupp, Andrew M.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Mutti, Brent H.

Noon, Lisa K.

Perillo, Adam C.  
Purtle, Vicki L.  
Smalkoski, Brian R.  
Williams, Laura J.

**RENO**

O'Brien, Molly M.

**SALT LAKE CITY**

Johnson, Zachary A.

**SEATTLE**

Belsick, Jody W.  
Danielson, Paul B.

**TUCSON**

Crowther, Brent C.  
Rhine, Timothy J.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Stricklin, David L.  
Walker, John D.  
Webb, Floyd C.

**ATLANTA**

Newton, Gary T.  
Rushing, Michael L.

**ATLANTA MIDTOWN**

Bosman, Eric S.  
Fink, Kenneth L.  
Johnston, Sean P.  
Montanye, Emmeline F.  
Ross, Robert A.

**CHARLESTON**

Guy, Jonathan R.  
Hume, Robert M.

**CHARLOTTE**

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Taylor, Benjamin S.

**COLUMBIA**

Iser, Christopher M.

**DURHAM DOWNTOWN**

Beck, Chadwick W.  
Lewellyn, Earl R.

**MEMPHIS**

Collins, James F.  
Danley, Drake E.

Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 17, 2020

NASHVILLE

Creasman, Brett R.  
Dufour, Zachary J.  
McMaster, Ryan L.  
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Cook, Richard N.  
Deans, Neil T.  
Keil, Ashley R.  
Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Meador, Emily H.  
Nuckols, Charles A.  
Otto, James N.  
Sutter, Karl V.  
Venters, Samantha

**TEXAS**

AUSTIN NORTH

Boecker, Brian C.  
Van Leeuwen, Andrew

AUSTIN SOUTH

Mason, Sean R.

DALLAS

Hall, James R.  
Harris, Mark E.  
Hoppers, Kevin P.  
Nathan, Aaron W.  
Smith, Eric Z.  
Sulkowski, Nicholas E.  
Swindler, Roderick P.  
Williamson, Sarah T.

FORT WORTH

Arnold, Scott R.  
Atkins, John R.  
Gary, Glenn A.  
James, Jeffery

FRISCO

Brignon, Brit A.  
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.  
Guillory, Michael B.  
Hicks, Rebecca  
Rader, Aaron K.

LAS COLINAS

Ante, Louis N.

SAN ANTONIO

Farnsworth, Jeffrey A.

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: California Secretary of State  
#C1616788

Business Address: 1100 W. Town and Country Rd, Ste. 700, Orange, CA 92868

Website Address: www.kimley-horn.com

Telephone Number: 714.939.1030

Facsimile Number: N/A

Email Address: mychal.loomis@kimley-horn.com

Length of time the firm has been in business: 54 years

Length of time at current location: 22 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 56-0885615

Regular Business Hours: 7:30 a.m. - 5:30 p.m., Friday - 7:30 a.m. - 11:30 a.m.

Regular holidays and hours when business is closed: Closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

**Contact person in reference to this solicitation:** Mychal Loomis, P.E., T.E., RSP1

Telephone Number: 619.744.0161

Facsimile Number: N/A

Email Address: mychal.loomis@kimley-horn.com

**Contact person for accounts payable:** Elio Portillo

Telephone Number: 657.201.8790

Facsimile Number: N/A

Email Address: elio.portillo@kimley-horn.com

**Name of Project Manager:** Mychal Loomis, P.E., T.E., RSP1

Telephone Number: 619.744.0161

Facsimile Number: N/A

Email Address: mychal.loomis@kimley-horn.com

## **COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Imperial Beach

Contact Name: Eric Minicilli, Public Works Director / 619.628.1369

Contract Amount: \$82,000

Email: [eminicilli@imperialbeachca.gov](mailto:eminicilli@imperialbeachca.gov)

Address: 825 Imperial Beach Blvd., Imperial Beach, CA 91932

Brief Contract Description: Kimley-Horn is conducting a citywide traffic collisions analysis that identifies safety issues throughout the City of Imperial Beach's road network.

**Company Name:** City of Santa Cruz

Telephone Number: 831.420.5107

Contact Name: Claire Gallogly, Transportation Planner

Contract Amount: \$72,000

Email: [cgallogly@cityofsantacruz.com](mailto:cgallogly@cityofsantacruz.com)

Address: 809 Center Street, Santa Cruz, CA 95060

Brief Contract Description: Kimley-Horn is developed an LRSP that included an evaluation of best safety practices and common safety challenges in the City of Santa Cruz.

**Company Name:** County of San Joaquin

Telephone Number: 209.468.3053

Contact Name: Najee Zarif, Engineering Services Manager

Contract Amount: \$20,000

Email: [nzarif@sjgov.org](mailto:nzarif@sjgov.org)

Address: 1810 East Hazelton Avenue, Stockton, CA 95205

Brief Contract Description: Kimley-Horn prepared an SSARP for San Joaquin County, including a citywide traffic collision analysis identifying safety issues throughout its road network.

**Company Name:** City of Goleta

Telephone Number: 805.961.7577

Contact Name: James Winslow, Senior Project Manager

Contract Amount: \$240,000

Email: jwinslow@cityofgoleta.org

Address: 130 Cremona Drive, Goleta, CA 93117

Brief Contract Description: Kimley-Horn prepared a SSARP focused on selected major corridors within the City of Goleta.

**Company Name:** CALTRANS

Telephone Number: 916.651.1248

Contact Name: Rachel Carpenter, Chief Safety Officer

Contract Amount: \$7.9M

Email: rachel.carpenter@dot.ca.gov

Address: 1120 N Street, Sacramento, CA 95814

Brief Contract Description: Kimley-Horn is leading California's multi-agency collaborative effort, 2020 to 2024 SHSP Implementation Plan. The SHSP outlines a safe and sustainable transportation system for motorized and nonmotorized users on all public roads in the state.



**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. \_\_\_\_\_FOR \_\_\_\_\_ at any time after **November 09, 2020**.  
LRSP-5312(105) Local Road Safety Plan Project

  
\_\_\_\_\_  
**Signature**

**Date:** February 23, 2021

Molly M. O'Brien, Vice President  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal RFP No. \_\_\_\_\_FOR \_\_\_\_\_. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE



Kimley-Horn and Associates, Inc.

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space.







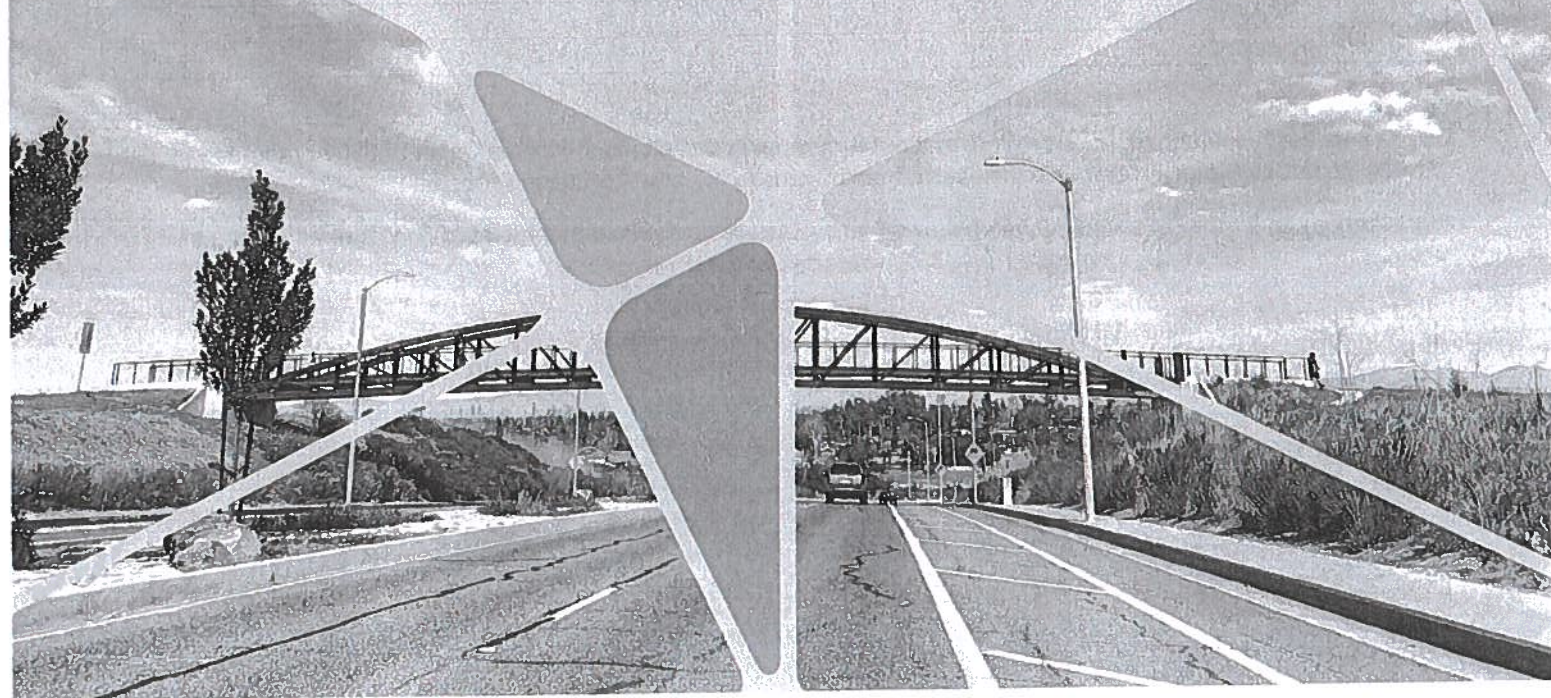
Contact

**Mychal Loomis, P.E., T.E., PTOE, RSP<sub>1</sub>**

✉ [mychal.loomis@kimley-horn.com](mailto:mychal.loomis@kimley-horn.com) ☎ 619.744.0161

📍 1100 W. Town & Country Road, Suite 700,  
Orange, CA 92868

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**EXHIBIT C**  
**FEE SCHEDULE**



March 24, 2021

Jennifer Rosales, Transportation Services Manager  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

» 1100 W. Town and Country Road  
Suite 700  
Orange, CA 92868  
213.354.9402

**Re: Cost Proposal for the City of Costa Mesa's Local Road Safety Plan (LRSPL-5312(105))**

Per the directions in the City's RFP, we have provided our cost proposal as this separate attachment. We welcome the opportunity to discuss our cost with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs. We thank you for your consideration. If you have any questions or require any additional information, please contact our project manager, **Mychal Loomis, P.E., T.E., RSP**, at **619.744.0161** or **mychal.loomis@kimley-horn.com**.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Mychal Loomis, P.E., T.E., RSP**,  
Project Manager

**Molly O'Brien, P.E., PTOE., RSP**,  
Principal-in-Charge/QC/QA Manager/Vice President

**\*Molly O'Brien, P.E., PTOE, RSP**<sub>21</sub>, *Principal, is fully authorized to submit the proposal, negotiate and contractually bind as well as certify that Kimley-Horn complies with nondiscrimination requirements of the state and federal government. Molly can be reached at 775.200.1979 or at molly.obrien@kimley-horn.com*



**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

# CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

