

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT

30222

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3 THIS CONTRACT (this "Contract") is made and entered, in duplicate, as of
4 July 27, 2007 for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on July 24, 2007, by and between
6 KOA CORPORATION, a California corporation, whose address is 17852 E. 17th Street,
7 Suite 102, Tustin, California 92780, ("Consultant"), and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, a "Request for Proposal for the Design and Preparation of
10 Plans, Specifications and Estimates (PS&E) for the East-West Bikeway Connections and
11 Signage Program Project in the City of Long Beach, California" ("Request for Proposal")
12 was released on May 15, 2007, and proposals were received on June 8, 2007; and

13 WHEREAS, the City Manager accepted the proposal of Consultant; and

14 WHEREAS, the City Council has authorized the City Manager to enter a
15 contract with Consultant for furnishing the materials and doing the work described in the
16 Request for Proposal;

17 NOW, THEREFORE, in consideration of these mutual terms and
18 conditions, the parties agree as follows:

19 1. SCOPE OF WORK. Consultant shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
21 work described in the Scope of Work attached as Exhibit "A" and incorporated by
22 reference, said work to be performed according to the Scope of Work and other
23 applicable contract documents identified below. Notwithstanding the foregoing, this
24 Contract is intended to provide to the City complete and finished work and, to that end,
25 Consultant shall do everything necessary to complete the work, whether or not
26 specifically described in the contract documents.

27 2. CONTRACT DOCUMENTS.

28 A. The contract documents include: The Request for Proposal;

1 Consultant's proposal; the City of Long Beach Standard Plans, if applicable; the
2 California Code of Regulations; the various Uniform Codes applicable to trades;
3 the prevailing wage rates; the City of Long Beach Disadvantaged Business
4 Enterprise Program; the City of Long Beach Affirmative Action Program; this
5 Contract and all documents attached to it or referenced in it; the Bond for Faithful
6 Performance; the Payment Bond; any addenda and change orders issued in
7 accordance with the Standard Specifications for Public Works Construction
8 (including any supplements thereto, the "Standard Specifications"); any permits
9 required and issued for the work; and approved final design drawings and
10 documents. These contract documents are incorporated in this Contract by the
11 above reference.

12 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
13 if any conflict or inconsistency exists or develops among or between contract
14 documents, the following priority shall govern: (1) addenda and change orders; (2)
15 this Contract; (3) permits from other public agencies; (4) the City of Long Beach
16 Standard Plans; (5) the Standard Specifications; (6) other reference specifications;
17 (7) other reference plans; (8) the proposal; and (9) the Request for Proposal.

18 3. PRICE AND PAYMENT.

19 A. The City shall pay to Consultant the amount(s) for materials
20 and work stated in the Scope of Work attached as Exhibit "A" and incorporated by
21 reference.

22 B. Consultant shall submit appropriate requests for payment.
23 The City will make progress payments in due course of payments in accordance
24 with Section 9 of the Standard Specifications (latest edition adopted by the City
25 Council at the time of award).

26 4. REPORTS. Consultant shall submit progress reports along with
27 requests for payment. Such reports shall be sufficiently detailed for the City to (a)
28 determine if Consultant is performing to expectations and/or is on schedule; and (b)

1 sufficiently address any difficulties or special problems encountered.

2 5. TERM. The term of this Contract shall commence at midnight on
3 July 30, 2007, and shall terminate at 11:59 p.m. on June 30, 2008, unless sooner
4 terminated as provided in this Contract, or unless the work is completed sooner. Time is
5 of the essence. The City will suffer damage if the work is not completed in the time
6 stated, but the damages would be difficult or impractical to determine. So, Consultant
7 shall pay to the City, as liquidated damages, the amount stated in the contract
8 documents.

9 6. FUNDING. The parties agree that this Contract is valid and
10 enforceable only if sufficient funding is made available to the City. If sufficient funds are
11 not appropriated for this Contract, this Contract may be amended to reflect any reduction
12 in funds.

13 7. COST PRINCIPLES.

14 A. Consultant agrees that the cost principles and procedures in
15 Chapter 1, Part 31.000 et seq. of Title 48 of the Code of Federal Regulations shall
16 be used to determine the allowability of cost individual items.

17 B. Any costs for which payment has been made to Consultant
18 that are determined by subsequent audit to be unallowable under Chapter 1, Part
19 31.000 et seq. of Title 48 of the Code of Federal Regulations shall be subject to
20 repayment by Consultant to the City.

21 C. Consultant agrees to comply with all federal procedures in
22 accordance with 49 CFR Part 18, Uniform Administrative Requirements for Grants
23 and Cooperative Agreements to State and Local Governments.

24 8. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
25 acceptance of any work or the payment of any money by the City shall not operate as a
26 waiver of any provision of any contract document, of any power reserved to the City, or of
27 any right to damages or indemnity under any contract document. The waiver of any
28 breach or any default shall not be deemed a waiver of any other or subsequent breach or

1 default.

2 9. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
3 on the City by Consultant for and on account of any extra or additional work performed or
4 materials furnished, unless such extra or additional work or materials shall have been
5 expressly required by the City Manager and the quantities and price first agreed on, in
6 writing, by the parties.

7 10. CLAIMS; INDEMNITY. Consultant shall, on completion of the work,
8 deliver possession of the work to the City ready for use and free and discharged from all
9 claims for labor and materials in doing the work and shall assume and be responsible for,
10 and shall protect, defend, indemnify and hold harmless the City from and against any and
11 all claims, demands, causes of action, liability, loss, costs or expenses for injuries to or
12 death of persons, or damages to property, including property of the City, which arise from
13 or are connected with the performance of the work.

14 11. INSURANCE.

15 A. Prior to commencement of work, and as a condition precedent
16 to the effectiveness of this Contract, Consultant shall provide to the City evidence
17 of all insurance required in the contract documents. Consultant shall also provide
18 to the City evidence of all insurance required in the contract documents for all
19 subcontractors.

20 B. In addition, Consultant shall complete and deliver to the City
21 the form ("Information Sheet") attached as Exhibit "B" and incorporated by
22 reference, to comply with Labor Code Section 2810.

23 C. Concurrently herewith, Consultant shall submit certification of
24 Workers' Compensation coverage in accordance with California Labor Code
25 Sections 1860 and 3700, a copy of which is attached as Exhibit "C" and
26 incorporated by reference.

27 12. BONDS REQUIRED. Consultant shall, simultaneously with the
28 execution of this Contract, execute and deliver to the City a good and sufficient corporate

1 surety bond, in the form attached to this Contract and in the amount stated in the form,
2 conditioned on the faithful performance of this Contract by Consultant, and a good and
3 sufficient corporate surety bond, in the form attached and in the amount stated in the
4 form, conditioned on the payment of all labor and material claims incurred in connection
5 with this Contract.

6 13. WORK DAY. Consultant shall comply with Sections 1810 through
7 1815 of the California Labor Code regarding hours of work. Consultant shall forfeit, as a
8 penalty to the City, the sum of Twenty-five Dollars (\$25) for each worker employed by
9 Consultant or any subcontractor for each calendar day such worker is required or
10 permitted to work more than eight (8) hours or more than forty (40) hours in any one
11 calendar week unless that worker receives compensation in accordance with Section
12 1815.

13 14. PREVAILING WAGES.

14 A. The Director of Public Works of the City of Long Beach by and
15 on behalf of the City Council has obtained from the Director of the Department of
16 Industrial Relations of the State of California the general prevailing rate of per
17 diem wages, and the general prevailing rate of holiday and overtime work in the
18 locality in which the public work is to be performed for each craft, classification or
19 type of workers needed to perform the work, and the same is on file in the office of
20 the City Engineer, 9th Floor, City Hall, 333 W. Ocean Boulevard, Long Beach, CA
21 90802. It shall be mandatory on the Consultant and all subcontractors to pay not
22 less than the prevailing rate of wages to all workers employed by Consultant and
23 subcontractors in performing the work.

24 B. Attention is directed to the prevailing federal minimum wage
25 rate determinations included in Request for Proposal. The City shall not accept
26 lower state wage rates for classifications not specifically included in the federal
27 minimum wage determinations. This includes "trainees" (or other classifications
28 based on hours of experience) or any other classification not appearing in the

1 federal wage determinations. Where the federal wage determination does not
2 contain the state classification otherwise available for use by Consultant and
3 subcontractors, Consultant and subcontractors shall pay not less than the federal
4 minimum wage rate for the classification which most closely approximates the
5 duties of the employees.

6 C. If any conflict of wage rates exists between the wage scale
7 determined by the Director of the Department of Industrial Relations of the State of
8 California and that established by the U.S. Secretary of Labor, Consultant and all
9 subcontractors shall pay the higher rate.

10 15. PENALTY FOR VIOLATION OF WAGE SCALE. Consultant shall
11 forfeit, as a penalty to the City, Fifty Dollars (\$50) for each laborer, worker or mechanic
12 employed for each calendar day, or portion thereof, such laborer, worker or mechanic is
13 paid less than the specified respective prevailing wage rates for any work done by
14 Consultant or any subcontractor.

15 16. TERMINATION UNDER FEDERAL OR STATE AUTHORITY.

16 A. If the work is terminated pursuant to an order of any federal or
17 state authority, Consultant shall accept as full and complete compensation under
18 this Contract such amount of money as will equal the product of multiplying the
19 Contract price, as determined by the contract documents, by the percentage of
20 work so completed by Consultant as of the date of termination, and for which
21 Consultant has not been paid. If the work is so terminated, the City Engineer, after
22 consultation with Consultant, shall determine the percentage of work completed
23 and the determination of the City Engineer shall be final.

24 B. If Consultant is prevented from strict compliance with the
25 Plans and Specifications due to any federal or state law, rule or regulation, in
26 addition to all other rights and remedies reserved to the parties the City may by
27 resolution of the City Council suspend performance of the work until the cause of
28 disability is removed, extend the time for performance, make changes in the

1 character of the work or materials, or terminate this Contract without liability to
2 either party.

3 17. CERTIFIED PAYROLL RECORDS.

4 A. Consultant shall keep and cause each subcontractor to keep
5 an accurate payroll record in accordance with Division 2, Part 7, Article 2 of the
6 California Labor Code. Consultant's failure to furnish such record to the City shall
7 entitle the City to withhold the penalty prescribed by law from progress payments
8 due to Consultant.

9 B. Without limiting the scope of Section 31, Consultant agrees
10 that any subcontract entered into as a result of this Contract shall contain all of the
11 provisions of this Section.

12 18. RESPONSIBILITY OF CONSULTANT. Notwithstanding anything to
13 the contrary in the Standard Specifications, Consultant shall have the responsibility, care
14 and custody of the work. If any loss or damage occurs to the work that is not covered by
15 collectible commercial insurance, excluding loss or damage caused by the negligence or
16 willful misconduct of the City, earthquake or flood, then Consultant shall immediately
17 make the City whole for any such loss or pay for any damage. If Consultant fails or
18 refuses to make the City whole for any such loss or pay for the damage, then the City
19 may make itself whole and the cost and expense of doing so shall be deducted from the
20 amount due to Consultant under the Contract.

21 19. SAFETY.

22 A. Consultant shall comply with all Occupational Safety and
23 Health Administration regulations applicable to Consultant in performing the
24 services under this Contract and shall comply with all safety instructions issued by
25 the City.

26 B. Pursuant to the authority contained in Section 591 of the
27 California Vehicle Code, the City has determined that the areas described in
28 Section 591 are within the limits of the project area and are open to public traffic.

1 Consultant shall comply with all of the requirements set forth in Divisions 11, 12,
2 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary
3 precautions for safe operation of its vehicles and the protection of the traveling
4 public from injury and damage from such vehicles.

5 C. Without limiting the scope of Section 31, Consultant agrees
6 that any subcontract entered into as a result of this Contract shall contain all of the
7 provisions of this Section.

8 20. DATA.

9 A. All materials, information and data prepared, developed, or
10 assembled by Consultant or furnished to Consultant in connection with this
11 Contract, including but not limited to documents, estimates, calculations, studies,
12 maps, graphs, charts, computer disks, computer source documentation, samples,
13 models, reports, summaries, drawings, designs, notes, plans, information, material
14 and memorandum ("Data") shall be the exclusive property of the City. Data shall
15 be given to the City, and the City shall have the unrestricted right to use and
16 disclose the Data in any manner and for any purpose without payment of further
17 compensation to Consultant. Copies of Data may be retained by Consultant but
18 Consultant warrants that Data shall not be made available to any person or entity
19 for use without the prior approval of the City. This warranty shall survive
20 termination of this Contract for five (5) years.

21 B. Consultant shall place the following copyright protection on all
22 Data: © City of Long Beach, California _____, inserting the appropriate year.

23 C. The City reserves the exclusive right to seek and obtain a
24 patent or copyright registration on any Data or other result arising from
25 Consultant's performance of this Contract. By executing this Contract, Consultant
26 assigns any ownership interest Consultant may have in the Data to the City.

27 D. Consultant warrants that the Data does not violate or infringe
28 any patent, copyright, trade secret or other proprietary right of any other party.

1 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
2 and employees harmless from any and all claims, demands, damages, loss,
3 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
4 whether or not reduced to judgment, arising from any breach or alleged breach of
5 this warranty.

6 21. CONFIDENTIALITY.

7 A. Consultant shall keep the Data confidential and shall not
8 disclose the Data or use the Data directly or indirectly other than in the course of
9 performing its services, during the term of this Contract and for five (5) years
10 following expiration or termination of this Contract. In addition, Consultant shall
11 keep confidential all information, whether written, oral or visual, obtained by any
12 means whatsoever in the course of performing its services under this Contract for
13 the same period of time. Consultant shall not disclose any or all of the Data or
14 other such information to any third party, or use it for Consultant's own benefit or
15 the benefit of others except for the purpose of this Contract.

16 B. Consultant shall not be liable for a breach of confidentiality
17 with respect to Data that: (a) Consultant demonstrates Consultant knew prior to
18 the time the City disclosed it; or (b) is or becomes publicly available without breach
19 of this Contract by Consultant; or (c) a third party who has a right to disclose does
20 so to Consultant without restrictions on further disclosure; or (d) must be disclosed
21 pursuant to subpoena or court order.

22 C. Without limiting the scope of Section 31, Consultant agrees
23 that any subcontract entered into as a result of this Contract shall contain all of the
24 provisions of this Section.

25 22. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In
26 accordance with Public Contract Code Section 10296, Consultant represents under
27 penalty of perjury that no more than one final unappealable finding of contempt of court
28 by a federal court has been issued against Consultant within the immediately preceding

1 two-year period because of Consultant's failure to comply with an order of a federal court
2 that orders Consultant to comply with an order of the National Labor Relations Board.

3 23. DEBARMENT AND SUSPENSION CERTIFICATION. Consultant
4 certifies under penalty of perjury that Consultant has complied with Title 49 of the Code of
5 Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that
6 (a) Consultant or any person associated therewith in the capacity of owner, partner,
7 director, officer or manager is not currently under suspension, debarment, voluntary
8 exclusion or determined ineligibility by any federal agency; (b) Consultant has not been
9 suspended, debarred, voluntarily excluded or determined ineligible by any federal agency
10 within the past three (3) years; (c) Consultant does not have a proposed debarment
11 pending; and (d) Consultant has not been indicted, convicted or had a civil judgment
12 rendered against it by a court of competent jurisdiction in any matter involving fraud or
13 official misconduct within the past three (3) years. Any exceptions to this certification at
14 any time during the term of this Contract must be immediately disclosed to the City. If
15 Consultant breaches this certification or fails to disclose any exceptions to this
16 certification, the City shall have the right to terminate this Contract immediately

17 24. KICKBACKS CERTIFICATION. Consultant certifies under penalty of
18 perjury that this Contract was not obtained or secured through rebates, kickbacks or
19 other unlawful consideration, either promised or paid to any City employee. If Consultant
20 breaches this certification, the City shall have the right to terminate this Contract
21 immediately.

22 25. NONDISCRIMINATION COMPLIANCE. Consultant certifies under
23 penalty of perjury that Consultant has, unless exempt, complied with the
24 nondiscrimination program requirements of Government Code Section 12990 and Title 2,
25 California Administrative Code Section 8103.

26 26. COVENANT AGAINST CONTINGENT FEES. Consultant
27 represents and warrants that Consultant has not employed or retained any entity or
28 person to solicit or obtain this Contract and that Consultant has not paid or agreed to pay

1 any entity or person any fee, commission or other monies based on or from the award of
2 this Contract. If Consultant breaches this warranty, the City shall have the right to
3 terminate this Contract immediately or, in its discretion, to deduct from payments due
4 under this Contract or otherwise recover the full amount of the fee, commission, or other
5 monies.

6 27. PROHIBITION AGAINST EXPENDING CITY, STATE OR FEDERAL
7 FUNDS FOR LOBBYING.

8 A. Consultant represents to the best of its knowledge that no
9 state, federal or City appropriated funds have been paid or will be paid by or on
10 behalf of Consultant to any person for influencing or attempting to influence an
11 officer or employee of any state or federal agency, a Member of the State
12 Legislature or United States Congress, an officer or employee of the Legislature or
13 Congress, or any employee of a Member of the Legislature or Congress, in
14 connection with the awarding of any state or federal contract, the making of any
15 state or federal grant, the making of any state or federal loan, the entering into of
16 any cooperative agreement, and the extension, continuation, renewal, amendment
17 or modification of any state or federal contract, grant, loan or cooperative
18 agreement.

19 B. If any funds other than federal appropriated funds have been
20 paid or will be paid to any person for influencing or attempting to influence an
21 officer or employee of any federal agency, a Member of Congress, an officer or
22 employee of Congress, or an employee of a Member of Congress, in connection
23 with this federal contract, grant, loan or cooperative agreement, Consultant shall
24 complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in
25 accordance with its instructions.

26 28. TAXES AND TAX REPORTING.

27 A. As required by federal and state law, the City is obligated to
28 report the payment of compensation to Consultant on Form 1099-Misc.

1 Consultant shall pay all federal and state taxes resulting from payments made by
2 the City to Consultant under this Contract. Consultant acknowledges that
3 Consultant is not entitled to payment under this Contract until it has provided its
4 Employer Identification Number to the City.

5 B. Consultant shall cooperate with the City in all matters relating
6 to taxation and the collection of taxes, particularly with respect to the self-accrual
7 of use tax. Consultant shall cooperate as follows: (a) for all leases and purchases
8 of materials, equipment, supplies or other tangible personal property totaling over
9 \$100,000 shipped from outside California, a qualified Consultant shall complete
10 and submit to the appropriate governmental entity the form in Appendix "A"
11 attached hereto; and (b) for construction contracts and subcontracts totaling
12 \$5,000,000 or more, Consultant shall obtain a sub-permit from the California
13 Board of Equalization for the work site. "Qualified" means that the Consultant
14 purchased at least \$500,000 in tangible personal property that was subject to
15 sales or use tax in the previous calendar year.

16 C. In completing the form and obtaining the permit(s), Consultant
17 shall use the address of the work site as its business address and may use any
18 address for its mailing address. Copies of the form and permit(s) shall also be
19 delivered to the City Engineer. The form must be submitted and the permit(s)
20 obtained as soon as Consultant receives a Notice to Proceed. Consultant shall
21 not order any materials or equipment over \$100,000 from vendors outside
22 California until the form is submitted and the permit(s) obtained and, if Consultant
23 does so, it shall be a material breach of this Contract. In addition, Consultant shall
24 make all purchases from the Long Beach sales office of its vendors if those
25 vendors have a Long Beach office and all purchases made by Consultant under
26 this Contract which are subject to use tax of \$500,000 or more shall be allocated
27 to the City of Long Beach. Consultant shall require the same form and permit(s)
28 from its subcontractors.

1 D. Consultant shall not be entitled to and by signing this Contract
2 waives any claim or damages for delay against the City if Consultant does not
3 timely submit these forms to the appropriate governmental entity. Consultant may
4 contact the City Controller at (562) 570-6450 for assistance with the form.

5 29. AUDIT.

6 A. If payment of any part of the payment to Consultant is made
7 with federal, state or county funds, then the City, state, State Auditor's office and
8 their respective representatives, and any duly authorized representative of the
9 federal government, shall have the right at all reasonable times to examine, audit,
10 inspect, review, extract information from and copy all work, books, records,
11 accounts and other information relating to this Contract. Consultant shall retain all
12 books, records, documents and papers that are related to this Contract for three
13 (3) years after the City makes final payment.

14 B. Without limiting the scope of Section 31, Consultant agrees
15 that any subcontract entered into as a result of this Contract shall contain all of the
16 provisions of this Section.

17 30. NO PECULIAR RISK. Consultant acknowledges and agrees that the
18 work performed under the Contract does not constitute a peculiar risk of bodily harm and
19 that no special precautions are required to perform the work.

20 31. INDEPENDENT CONTRACTOR. In performing the work under this
21 Contract, Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of the City. Consultant expressly warrants that neither
23 Consultant nor any of Consultant's employees, agents or subcontractors shall represent
24 themselves to be employees or agents of the City.

25 32. SUBCONTRACTORS.

26 A. Consultant agrees to and shall bind every subcontractor to the
27 terms of this Contract; provided, however, that nothing in the contract documents
28 shall create any obligation on the part of the City to pay any subcontractor except

1 in accordance with a court order in an action to foreclose a stop notice. Failure of
2 Consultant to comply with this Section shall be deemed a material breach of this
3 Contract.

4 B. A list of subcontractor(s) submitted by Consultant in
5 compliance with Public Contract Code Sections 4100 et seq. is attached as Exhibit
6 "D" and incorporated by this reference. Each subcontractor performing work
7 under this Contract must be approved in writing by the City and any substitution of
8 a subcontractor must be approved in writing by the City before such substitute
9 subcontractor begins work under this Contract.

10 C. Consultant shall not authorize or allow work to begin on any
11 subcontract until Consultant has submitted to the City a completed
12 "Subcontracting Request" in the form shown as Exhibit "E" (which is Exhibit 16-B
13 of the Local Assistance Programs Manual), attached to this Contract and
14 incorporated by reference.

15 D. Consultant shall pay each subcontractor under this Contract
16 for satisfactory performance of its subcontract no later than ten (10) days after the
17 receipt of each payment that Consultant receives from the City.

18 E. The City may retain payment from Consultant and shall make
19 regular incremental acceptances of portions of the work, as determined by the
20 City, and shall pay such retention to Consultant based on those acceptances in
21 accordance with Section 3 above. In accordance with Public Contract Code
22 Section 7107, Consultant shall return retention payments to each subcontractor
23 from whom retention has been withheld such subcontractor's share of the
24 retention received, within seven (7) days after Consultant receives payment of all
25 or part of such retention from the City. If a retention payment received by
26 Consultant is specifically designated for a particular subcontractor, then
27 Consultant shall pay the designated subcontractor if payment is consistent with the
28 terms of the subcontract. Consultant may withhold from a subcontractor its portion

1 of retention if a bona fide dispute exists between Consultant and the subcontractor
2 as long as the amount withheld does not exceed 150% of the estimated value of
3 the disputed amount. Any delay or postponement of payment from the above-
4 referenced time frame may occur only for good cause following written approval of
5 the City. This clause applies to both DBE and non-DBE subcontractors.

6 33. NONDISCRIMINATION; DISADVANTAGED BUSINESS
7 ENTERPRISE PARTICIPATION.

8 A. In connection with performance of this Contract and subject to
9 applicable rules and regulations, Consultant shall not discriminate against any
10 employee or applicant for employment on the basis of race, religion, national
11 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.
12 Consultant shall ensure that applicants are employed, and that employees are
13 treated during their employment without regard to these bases. Such actions shall
14 include but not be limited to employment, upgrading, demotion, transfer,
15 recruitment, layoff, termination, rates of pay and selection for training.

16 B. It is the policy of City to encourage the participation of
17 Disadvantaged, Minority and Women-Owned Business Enterprises (collectively,
18 "DBE") in the City's procurement process, and Consultant agrees to use its best
19 efforts to carry out this policy in its use of consultants and subcontractors to the
20 fullest extent consistent with the efficient performance of this Contract. Consultant
21 may rely on written representations by consultants and subcontractors regarding
22 their status. The City's policy is attached as Exhibit "F" to this Contract.
23 Consultant shall report to the City in May and in December or, in the case of short-
24 term agreements, prior to invoicing for final payment, the names of all consultants
25 and subcontractors hired by Consultant for this project and information on whether
26 or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise,
27 as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

28 C. Consultant shall maintain records containing the name and

1 address of each first-tier subcontractor and the name and business address of
2 every DBE subcontractor (regardless of tier) and DBE vendor of materials and
3 DBE trucking company; the date of payment and the total dollar amount paid to
4 each of them; and the date of work performed by Consultant's employees with the
5 corresponding dollar value of the work claimed toward DBE goals. When the work
6 is completed, Consultant shall provide a summary of these records to the City.
7 Consultant shall explain, in writing, why the names of subcontractors, the work
8 items or the dollar amounts in the summary are different from what was originally
9 shown if there have been no changes made by the City or if Consultant has not
10 provided sufficient explanation in the "Final Report Utilization of Disadvantaged
11 Business Enterprises".

12 D. Consultant shall notify the City immediately if any DBE in
13 unable or unwilling to perform and shall provide reasonable documentation of such
14 inability or unwillingness with Consultant's notice to the City. Consultant shall
15 obtain the City's prior approval to substitute a DBE and shall provide copies of new
16 or amended subcontracts with the substituted DBE, or documentation of good faith
17 efforts in obtaining a substitute DBE. Consultant agrees that the City may order
18 Consultant to stop work (at no penalty or damages to the City therefor) and that
19 the City may stop payment until Consultant takes satisfactory action with respect
20 to a substitute DBE.

21 E. If a DBE subcontractor is decertified during the term of this
22 Contract or if a subcontractor becomes a DBE-certified subcontractor during the
23 term of this Contract, Consultant shall notify the City in writing within thirty (30)
24 days.

25 F. Neither Consultant nor any subcontractor shall discriminate on
26 the basis of race, color, national origin or sex in the performance of this Contract.
27 Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award
28 and administration of federally funded or assisted contracts. Failure by Consultant

1 to carry out these requirements is a material breach of this Contract, which may
2 result in immediate termination of this Contract or such other remedy as the City
3 deems appropriate..

4 G. Consultant agrees that the City may withhold payment in
5 accordance with Section XI(C)(2) of the City's DBE Program or, if Consultant fails
6 to submit the "Final Report Utilization of Disadvantaged Business Enterprises", at
7 the completion of the work or as otherwise stated in the City's DBE Program.

8 34. NO DUTY TO INSPECT. No language in the contract documents
9 shall create and the City shall not have any duty to inspect, correct, warn of, or
10 investigate any condition arising from Consultant's work, or to insure compliance with
11 laws, rules or regulations relating to the work. If the City does inspect or investigate, the
12 results of the inspection or investigation shall not be deemed compliance with or a waiver
13 of any requirements of the contract documents.

14 35. CONFLICT OF INTEREST.

15 A. Consultant, by executing this Contract, certifies that, at the
16 time Consultant executes this Contract and for its duration, Consultant does not
17 and will not perform services for any other client that would create a conflict,
18 whether monetary or otherwise, as between the interests of the City and the
19 interests of that other client. And, Consultant shall obtain similar certifications from
20 Consultant's employees, consultants and subcontractors.

21 B. Consultant hereby certifies under penalty of perjury that
22 neither Consultant nor any firm affiliated with Consultant will bid on any
23 construction contract or any contract to provide construction inspection for any
24 construction project resulting from this Contract. For purposes of this Section, an
25 affiliated firm is one that is subject to the control of the same person(s) through
26 joint-ownership or otherwise.

27 C. Except for subcontractors whose services are limited to
28 providing surveying or materials testing information, no subcontractor who has

1 provided design services in connection with this Contract shall be eligible to bid on
2 any construction contract or any contract to provide construction inspection for any
3 construction project resulting from this Contract.

4 36. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
5 any of the moneys that may become due to Consultant under this Contract may be
6 assigned by Consultant without the prior written consent of the City, nor will the City
7 recognize any subcontractor as such, and all persons engaged in the work of
8 construction will be considered as independent contractors or agents of the Consultant
9 and will be held directly responsible to Consultant.

10 37. THIRD PARTY BENEFICIARY. This Contract is intended by the
11 parties to benefit themselves only and is not in any way intended or designed to or
12 entered for the purpose of creating any benefit or right of any kind for any person or entity
13 that is not a party to this Contract.

14 38. ADVERTISING. Consultant shall not use the name of the City, its
15 officials, or employees in any advertising or solicitation for business, nor as a reference,
16 without the prior approval of the City Manager, City Engineer, or designee.

17 39. GOVERNING LAW. This Contract shall be governed by and
18 construed pursuant to the laws of the State of California (except those principles of
19 California law pertaining to conflicts of laws).

20 40. INTEGRATION. This Contract, including the contract documents
21 identified in Section 2 above, constitutes the entire understanding between the parties
22 and supersedes all other agreements, oral or written, with respect to the subject matter of
23 this Contract.

24 41. AMENDMENT; WAIVER. This Contract, including all exhibits hereto,
25 shall not be amended, nor any provision or breach waived, except in writing signed by the
26 parties that expressly refers to this Contract.

27 42. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret the contract documents, or to protect or establish any rights or

1 remedies under the contract documents, the prevailing party shall be entitled to its costs
2 and expenses, including reasonable attorney's fees.

3 43. TERMINATION. The City may terminate this Contract at any for any
4 or no reason upon thirty (30) days written notice to Consultant.

5 44. DEFAULT. Default shall include but not be limited to Consultant's
6 failure to perform in accordance with the Plans and Specifications, failure to comply with
7 any contract document, failure to pay any penalties, fines or charges assessed against
8 the Consultant by any public agency, failure to pay any charges or fees for services
9 performed by the City, failure to provide any payroll record, breach of Section 20, Section
10 25, Section 32(B) or Section 32(I) and, if Consultant has substituted any security in lieu of
11 retention, then default shall also include the City's receipt of a stop notice. If default
12 occurs and Consultant has substituted any security in lieu of retention, then, in addition to
13 the City's other legal remedies, the City shall have the right to draw on the security in
14 accordance with Public Contract Code Section 22300 and without further notice to
15 Consultant. If default occurs and Consultant has not substituted any security in lieu of
16 retention, then the City shall have all legal remedies available to it.

17 45. NOTICES. Any notice given with respect to this Contract shall be in
18 writing and personally delivered or deposited in the U.S. Postal Service, first class,
19 postage prepaid, to Consultant at the address first stated above, and to the City at 333
20 West Ocean Boulevard, Long Beach, CA 90802 Attn: City Manager. Notice of change of
21 address shall be given in the same manner as stated for other notices. Notice shall be
22 deemed given on the date deposited in the mail or on the date personal delivery is made,
23 whichever occurs first.

24 ///

25 ///

26 ///

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

KOA CORPORATION, a California corporation

_____, 2007

By Rock Miller

Rock Miller

(Type or Print Name)

_____, 2007

By Joel Falter

Joel Falter

(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

9/4, 2007

By [Signature]
City Manager

"City"

This Contract is approved as to form on 8/28, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

SCOPE OF WORK

EXHIBIT A



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

I – Project Understanding & Approach

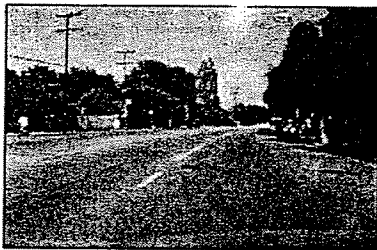
The City of Long Beach has circulated a request for proposals to provide preliminary planning and preparation of Plans, Specifications, and Estimate (PS&E) for implementation of two important east/west bikeway facilities, the Downtown/Los Alamitos bikeway and the CSULB Access Bikeway. The project also includes several additional components as follows:

- ✦ An initiative to develop special logo signing to improve awareness of the system
- ✦ Identify sites for placement of approximately 500 bikeway signs, including logo and Caltrans standard signs.
- ✦ Additional bikeway stenciling for approximately 70 miles of existing bikeway routes
- ✦ A system of kiosks or similar public information stations that will further promote the system, its connectivity, and usability

The City has received SAFTEA-LU funding for this program. The use of these Federal funds requires the project to comply with Caltrans Office of Local Assistance procedures. This will dictate several special steps that must be taken to maintain eligibility for earmarked project funds.

KOA conducted a field review of the proposed routes as well as some potential alternatives. Bicycle lanes appear to be feasible on most of the routes that are identified for Class II facilities. It is an opportunity for cycling that many of the east-west streets in this area of Long Beach were built to width standards wider than conventional local residential streets.

In some cases, it may be necessary to relocate some of the existing striping in order to comply with bikeway width guidelines. Loynes Street is a good example. The existing edge lines are too close to the curbs or barrier rail to provide for the minimum standard 4-5 foot lanes; however the existing edgeline could be moved and relocated to increase the width of the bicycle lanes. Atherton Street and



Bellflower Boulevard are similar examples, where relocation of the lane lines toward the median by 1-1.5 feet may allow for striping of the standard width bicycle lane. The cost of restriping is probably not included in the overall project budget, especially if the restriping needs are significant. As a result, the City may need to locate additional funds to fully implement Class II facilities at this time. These expenses could be postponed, if the city elects to designate



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

Class III facilities at this time and implement modified striping in the future in conjunction with pavement rehabilitation.

Most of the significant segments and turns indicated along the desired routes travel through intersections that are appropriately controlled for bikeway traffic. However, there are some locations where bicyclists may be required to cross or turn left onto busy streets, such as Bonito crossing Broadway and turning left onto 3rd Street. There are also uncontrolled crossings or turns in the vicinity of Loma Avenue. Cross traffic volumes are much lower for Loma; however the presence of uncontrolled crossings will discourage younger and less courageous cyclists and they will subject all cyclists to delays associated with crossing uncontrolled intersections. It would be highly desirable to locate the route to avoid uncontrolled crossings or to determine whether additional controls are feasible and affordable. There are many fully controlled intersections nearby that could probably be used as substitutes.

There are some areas where Class II facilities are identified, but there does not appear to be adequate width, even with restriping to narrow travel lanes and provide additional shoulder areas. Streets that may pose width difficulties include Broadway and 3rd Street in the downtown area between Alamitos and Magnolia. There is no obvious alternative to these routes without significant loss of parking or travel lanes. Willow Street near Studebaker may also pose difficulties where it is currently striped for six lanes.



Stretches of 1st and 2nd Streets in the project area are one way residential streets with diagonal parking. These are probably compatible with one-way bicycle lanes in the direction of permitted travel, however there are many intersections where cross traffic does not stop and where sight distance of approaching cross traffic is limited by parked cars. These routes may not be the best available. Alternatives may exist along Broadway or possibly 3rd Street, particularly if "road diet" treatment is considered in the 3-lane or 4-lane areas. The existing traffic volumes may be appropriate for consideration of elimination of the 3rd and 4th travel lanes present on these roadways to provide room for bicycle lanes in each direction.

It will be informative to identify the types of concerns raised by neighborhoods and other persons at public meetings. KOA has implemented bicycle lanes on existing streets in many neighborhoods in the past. We have generally found that the neighborhood is comfortable with the bicycle lanes, provided (1) they do not currently perceive traffic volume or safety problems in front of their homes and (2) as long as parking is generally preserved at virtually all locations along the route.



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

Objections are frequently raised when desirable parking must be prohibited to make room for bicycle lanes or when there is a perception that the roadway is already unsafe. In some cases, information and education can result in a change of perception especially if the bicycle lanes will help to alleviate other problems; however loss of parking is generally difficult for neighbors to accept. Fortunately, it appears that the proposed route will not require a measurable loss of parking. Further, additional bicycle lanes are potentially feasible if roadway striping is adjusted.

A few communities have implemented a new concept known as a bicycle boulevard. Along these routes, traffic controls are set up to favor bicyclists while traffic calming features are provided to prevent motor vehicles from traveling for long distances along the routes. The City of Berkeley has a number of these facilities. Palo Alto, Portland, Oregon, and other communities have also reported success and support for this concept. Pasadena has been studying the feasibility of incorporating them into neighborhoods where traffic calming treatments have been implemented or are being considered. The bicycle boulevard approach is probably larger and more complex than what was envisioned by the Long Beach grant; however the streets identified may be appropriate for this treatment.

KOA would propose to follow the scope of services intended and pursue the alignment proposed by the City's RFP; however it may be appropriate to take a wider view of potential opportunities presented by this project, perhaps in a phased implementation approach.

KOA has carefully analyzed the requirements for successful completion of the project. Our detailed approach is presented in the project tasks suggested below.

Task 1 – Consultant Start-Up, Planning, Meetings, & Reviews

KOA Corporation will conduct a kick-off meeting, to be held at the City and attended by representatives of the project team. At this meeting, the project schedule and the proposed approach to the project would be confirmed and agreed upon. Also, at this meeting, the Project Team will obtain information from the City: 1) Base plan information for the subject location would also be obtained from progress plans, City records, or other relevant records; and 2) any previous bikeway sign logos and bikeway plans.

Contact Information

Contact information is as follows: 17852 E. Seventeenth Street, Suite 102, Tustin, CA 92780-2142, Tel: (714) 573-0317, Fax: (714) 573-9534, Email: Rmiller@katzokitsu.com.



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

Task 2 – Community Outreach

KOA will schedule and conduct 3 project scoping meetings, as agreed to with City staff. The meetings would be held in different geographic areas of the City. The public would be invited to these meetings to discuss the project intent, public assessment of existing facilities, needs, opportunities and constraints. Potential alignments would be discussed and presented to obtain public reaction to specific proposals.



Workshop Logistics

KOA senior staff and Ms. Leslie Scott will be responsible for facilitating and coordinating all Committee meetings/workshops, including prepare/provide meeting materials, displays, PowerPoint presentations, and neighborhood informational flyers (approximately 1,000 single-sided black on white/colored paper tri-folded for mailing per event).

Public outreach is an important part of this project. For the consultant team, it establishes a better understanding of each of the neighborhoods' specific issues so that the most effective program can be recommended. More importantly, residents become actively involved in the process, making it truly a community based program that will result in a successful project.

The public outreach process involves citizen participation, up to three (3) general community workshops, and follow-up City Council meetings. Workshops create an open forum to gather residents' opinions and ideas about traffic concerns as well as an opportunity to explain to residents the upcoming project and any construction constraints that they need to be aware of. These meetings will schedule accordingly: beginning, during, and at the end of the project. The first workshop will be used for identification of study issues and to build a relationship between the Community and the Consultant team. Up to two (2) additional workshops will be held to refine the project and address issues especially if input at the first workshop identifies substantial issues. All neighborhood participants will be invited to attend all workshops, however it may be advisable to form and work with an advisory committee of residents who are most closely involved in the project.

The community outreach task team will work with the City to organize the logistics of the workshop, set the agenda, facilitate the workshop, prepare minutes and follow up with ongoing tasks for each of the workshops.



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

Information about the general workshops will be disseminated through press releases, mailings, flyer postings, e-mail and a simple project information website, as appropriate. The website would include project information, bikeway information, schedules, and upcoming meetings.

Task 3A – Design Bikeways

3A.1 - Development of Preliminary Alignment for Bikeway Facilities

Based upon public input and preliminary assessment of all possible alternatives, KOA will identify the most appropriate routes for each of the two bikeway facilities. The primary route would be as identified in the City's RFP and completed planning documents. Alternatives and deviations from this route will be based upon opportunities provided by roadway cross sections, existing traffic controls, parking and traffic conditions, and other input. The ideal route would be direct, provide traffic control that is compatible with bikeway traffic, and provide sufficient width to provide for bicycle travel without the need for extensive parking prohibition or other disruptive activities.

The optimum route should generally have positive traffic control, so that bicyclists are not required to look for gaps to cross busy streets. Bikeways can be provided in commercial areas with careful planning, however numerous high volume driveways, opening of car doors where bicycle lanes are located adjacent to parking lanes and other features may be undesirable.

Bicycle lanes are often appropriate for roadways with moderate traffic volume (up to 20,000 daily vehicles) that are appropriate for special "road diet" treatments. These are typically applied to roadways with 4 lanes on 60-foot or wider cross sections to provide one travel lane in each direction, a two-way left turn lane, and bicycle lanes in both directions. The road diet cross section can often carry as many vehicles as the existing condition, while providing additional space for bicycle lanes and potentially more on-street parking. Route alternatives may present this type of opportunity.

An inventory of potential roadways, their existing and potential cross sections, and other features that relate to ease of implementation of bikeways is thus required. From this inventory, a bikeway route that is most consistent with public input, provides maximum utility to bicyclists, and ease of implementation will be developed.

3A.2 - Identification of Preferred Alignments

The preferred alignment for the two bikeways will be identified based upon public input and information gathered from Task 3A.1 above. A recommended alignment will be clearly documented for further development and presentation to neighborhoods and the public. Approximately 2-3 follow up public meetings will be held in appropriate areas to allow for full



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

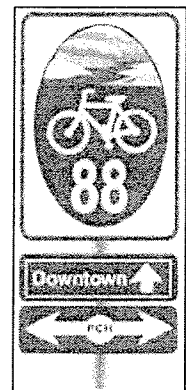
public consideration of the proposed alignment. All residents or homeowners along the preferred routes would be notified and invited to attend the meetings, as well as other interested groups known to the City. The public would be invited to offer viewpoints, and become more aware of the project.

If public reaction is particularly averse and if attractive alternatives are identified, a potential change in the preferred alternative may be considered and appropriate. In our experience, the public is not normally concerned about establishment of bikeways on suitable streets; however they can become very concerned if loss of parking is required to implement Class II facilities. The public can also become concerned if roadways are proposed for restriping to reduce the number of travel lanes, although information presented at public meetings can often address this concern effectively.

If a change in the preferred alignment appears to be appropriate, an additional public meeting may be required to gather input on the proposed alternative route. The final alignments will be identified in a technical memorandum deliverable that should be approved by the City prior to initiation of Task 5.1.

Task 3B – Bike Signage Program

A Bikeway System logo will be developed as a strong identification for the system. The logo should be aesthetically pleasing, be relatively simple to manufacture economically (probably using colorful reflective screening or silk-screening processes) and be designed to convey proper information to motorists and cyclists. Letter size of information to be posted should be suitable for reading by cyclists, highlighting important destinations and other relevant route information. A minimum of three logos will be developed in draft form and a preferred logo will be identified based upon preference surveys from a variety of evaluators.



A design for an information kiosk will also be prepared. The kiosk would likely be located at appropriate locations on off-road bikeway facilities and provide information about the City's bikeway network destinations, connections to other agency facilities and regional information. The use of logo signing for bikeways is relatively rare in Southern California. The City of San Francisco and Marin County have established a system of numbered bicycle routes with logo signs that may be a sample application for further study.

Draft images of proposed logos, cyclist information, and system concept will be summarized into a deliverable technical memorandum document. Review and approval will be requested prior to proceeding to Task 5.1.



PROPOSAL TO THE CITY OF LONG BEACH FOR THE EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

Task 4 – Caltrans Forms and Requirements

KOA would perform all necessary tasks to secure and administer the TEA funding. The first step of this task will be to prepare a *Request for Authorization to Proceed with Preliminary Engineering* as outlined in the *Local Assistance Procedures Manual*. We would also fill out any additional required forms and prepare all correspondents, as required by Caltrans.

Task 5- Produce Final Construction Bid Package

5.1 - Preparation of Implementation Plans (PS&E) for Two Bikeways

This task will result in preparation of PS&E for implementation of the Downtown Alamitos bikeway and the CSULB Access Bikeway. Plans will resemble traditional signing and striping documents, however plans will only show required signs, markings, and other relevant changes required to implement the bikeways. Existing signs will generally not be recorded from field reviews or shown on the plans unless available as an existing reference base layer from AutoCAD or GIS inventories. Where parking is affected by bikeway proposals, appropriate parking restrictions will be modified.

In some cases, implementation of bikeways may require modification of existing roadway striping. The project's implementation budget may not have adequate funding for extensive sandblasting to remove existing striping. Phased implementation of bikeways facilities timed to pavement rehabilitation may be a consideration. Early designation of a Class 3 (signed only) route coupled with future implementation of a Class 2 route (bicycle lanes) is an economic approach.

Plans will be prepared to a suitable scale. It may be possible to show the locations of signs in areas where markings are not required using large scale maps such as 1"=100 feet, perhaps coupled with details. Location of proposed facilities will also be provided in GIS format to insure maintenance of the City's traffic control devices database for record keeping and maintenance purposes.

5.2 - Preparation of Implementation Plans for Signs & Marking on Existing Bikeways

KOA will inventory the existing system of approximately 70 miles of bikeways throughout the City, to be identified and located based upon City records. We will identify locations for placement of additional signs and markings as developed under the logo and information program. These plans are expected to be large scale plans similar to those noted under Task 5.1 above. The plans would identify general locations and provide standard installation details for specific placement in the intended area. The location of these proposed facilities will also be provided in GIS format as required by the RFP.



PROPOSAL TO THE CITY OF LONG BEACH FOR THE
EAST-WEST BIKEWAY CONNECTIONS + SIGNAGE PROGRAM

4 – Proposed Schedule & Cost

PROPOSED SCHEDULE

KOA Corporation will abide by the schedule written within the RFP, as follows:

Task 1 – Kick-Off Meeting	August 2007
Task 2 - Community Outreach	September 2007 - February 2008
Task 3 - Design Bikeways + Bike Signage Program	September 2007 - January 2008
Task 4 - Caltrans Forms and Requirements	January 2008 – February 2008
Task 5 - Produce Final Construction Bid Package	January – February 2008

COST ESTIMATE

Cost Breakdown by Task (by hours)

<i>Tasks / Activities</i>	<i>Project Manager</i>	<i>PS&E Manager</i>	<i>Quality Control</i>	<i>Support Personnel</i>	KOA Total Hours	<i>Other Direct Costs *</i>	Task Costs
1. Consultant Start-up	8	8	2	0	18		\$3,500
2. Community Outreach	12	4	0	4	20	\$5,580	\$9,140
3A. Design Bikeways							
3A.1 Development of Preliminary Alignment for Bikeway Facilities	2	8	4	42	56		\$6,230
3A.2 - Identification of Preferred Alignments	2	8	4	42	56		\$6,230
3B. Bike Signage Program	4	4	0	0	8	\$11,000	\$12,540
4. Caltrans Forms	2	4	0	0	6	\$7,500	\$8,620
5. Final Construction Bid Package							
5.1 Preparation of PS&E Plans for Two Bikeways	8	40	8	240	296		\$30,760
5.2 - Preparation of PS&E for Signs + Marking on Exist Bikeways	4	40	8	120	172		\$19,720
TOTAL HOURS	42	116	26	448	632		
Hourly Costs	\$210	\$175	\$210	\$85			
Labor Costs	\$8,820	\$20,300	\$5,460	\$38,080		\$24,080	\$96,740
Expenses **							\$1,610
TOTAL COSTS	\$8,820	\$20,300	\$5,460	\$38,080		\$24,080	\$98,350

* Other Direct Costs is the subconsultant total fees. ** KOA has budgeted monies for the first workshops mailing (i.e. stamps) only, subsequent workshops will be billed as an extra work expense.

INFORMATION TO COMPLY WITH LABOR CODE SEC 2810

To comply with labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Worker's Compensation Insurance:
 - A. Policy Number: WZP80944693
 - B. Name of Insurer (NOT Broker): American Automobile Ins. Co.
 - C. Address of Insurer: 1277 Treat Blvd., #400, Walnut Creek, CA 9459
 - D. Telephone Number of Insurer: 800-700-5921

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: BA2072L002
 - C. Name of Insurer (NOT Broker): Travelers Indemnity Co. of Connecticut
 - D. Address of Insurer: One Tower Square, Hartford, CN, 06183
 - E. Telephone Number of Insurer: 800-328-2189

- 3) Address of Property used to house workers on this Contract, if any: _____

- 4) Estimated total number of workers to be employed on this Contract: _____

- 5) Estimated total wages to be paid those workers: _____

- 6) Dates (or schedule) when those wages will be paid: _____

(Describe schedule; For example, weekly or every other week, or monthly, etc)

- 7) Estimated total number of independent contractors to be used on this Contract: _____

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name

KOA CORPORATION

Signature of Contractor, or a corporate officer of contractor, or a general partner of Contractor



Title: VICE PRESIDENT

Date: August 10, 2007

EXHIBIT "C"

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name _____

Address _____

Dollar Amount of Contract \$ _____

City _____

MBE / WBE / OTHER Racial Origin _____
(circle one)

Phone No. _____

License No. _____

Name _____

Address _____

Dollar Amount of Contract \$ _____

City _____

MBE / WBE / OTHER Racial Origin _____
(circle one)

Phone No. _____

License No. _____

Name _____

Address _____

Dollar Amount of Contract \$ _____

City _____

MBE / WBE / OTHER Racial Origin _____
(circle one)

Phone No. _____

License No. _____

Name _____

Address _____

Dollar Amount of Contract \$ _____

City _____

MBE / WBE / OTHER Racial Origin _____
(circle one)

Phone No. _____

License No. _____

Name _____

Address _____

Dollar Amount of Contract \$ _____

City _____

MBE / WBE / OTHER Racial Origin _____
(circle one)

Phone No. _____

License No. _____

None

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

EXHIBIT "D"

EXHIBIT "E"

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING REQUEST
DC-CEM-1201 (REV. 4/94) (OLD HC-45) CT# 7541-3514-7

FRONT

See Instructions
On Back

						REQUEST NUMBER	
CONTRACTOR NAME				COUNTY	ROUTE		
BUSINESS ADDRESS				CONTRACT NO.			
CITY/STATE			ZIP CODE	FEDERAL AID PROJECT NO. (From Special Provisions)			
SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	% OF BID ITEM SUBBED	CHECK IF:			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID \$ AMOUNT
			(1)	(2)	(3)		

Categories: 1) Specialty 2) Listed Under Fair Practices Act 3) Certified DBE

I Certify That:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions have been inserted in the subcontracts and shall be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

NOTE: This section is to be completed by the Resident Engineer

1. Total of bid items	\$	
2. Specialty items (previously requested)	\$	
3. Specialty items (this request)	\$	
4. Total (lines 2+3)	\$	
5. Contractor must perform with own forces (lines 1 minus 4) x	%	
6. Bid items previously subcontracted	\$	
7. Bid items subcontracted (this request)	\$	
8. Total (lines 6+7)	\$	
9. Balance of work Contractor to perform (lines 1 minus 8)	\$	

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

CEM-1201 (HC-46 REV 4/94) COPY DISTRIBUTION 1 Original - Contractor 2 Copy - local agency Resident Engineer
3 Copy - local agency Labor Compliance Office 4 Contractor's Information Copy

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "F"

APPENDIX "A"

Please Type or Print Clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a use tax direct payment exemption certificate which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax**, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees**, Deputy Director, Special Taxes Department, 450 N Street, MIC:51, Sacramento, CA 95814; **Property Taxes**, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
 USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRACT TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

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