

JAN 05 2016

**PROFESSIONAL SERVICES AGREEMENT
for the
On-Call Traffic Engineering Services**

City Manager's Office

THIS AGREEMENT is executed this 7 day of January, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and Kimley-Horn and Associates, Inc., (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

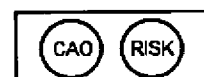
WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: various traffic engineering and transportation planning tasks, as further described in the City's Request for Proposals ("RFP") dated October 12, 2015 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated November 2, 2015, attached hereto as Exhibit "B". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

T00020-CA (v. 2.4 - 0708/2015)

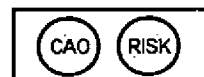


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

T00020-CA (v. 2.4 - 0708/2015)



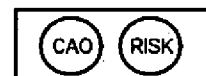
- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").



E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. **AGREEMENT TERM**

A. **Term.** The work under this Agreement shall commence upon the effective date of the Notice to Proceed, and shall be in effect for a period of two (2) years from the effective date of the Notice to Proceed unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.

B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

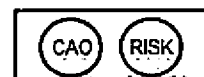
T00020-CA (v. 2.4 - 0708/2015)



- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule. The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "D".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "D" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.



D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

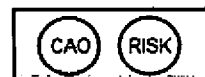
5. **REPRESENTATIVES AND COMMUNICATIONS**

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Andrea Penny, P.E., PTOE
Title: Associate Civil Engineer
Address: 580 Pacific St, Room 7, Monterey CA 93940
Telephone: (831) 646-3705
Email: Penny@monterey.org

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Frederik Venter



Title: Associate
Address: 100 West San Fernando Street Suite 250 San Jose CA 95113
Telephone: 669-800-4130 / 408-340-8542
Email: fredenk.wenter@kimley-horn.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate

T00020-CA (v. 2.4 - 0708/2015)



extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

i. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

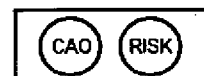
2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.

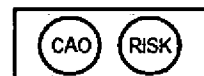
iii. The general liability and auto policies shall:

T00020-CA (v. 2.4 - 0708/2015)



1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
 - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
 - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
 - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

T00020-CA (v. 2.4 - 0708/2015)



- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

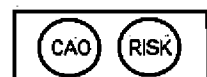
8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet

T00020-CA (V. 2.4 - 0709/2015)

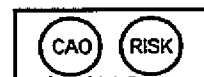


the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall



compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

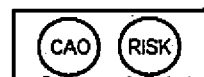
12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

T00020-CA (v. 2.4 - 0708/2015)



- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

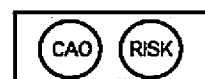
13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

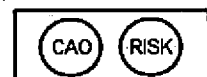
- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant

T00020-CA (v. 2.4 - 0708/2015)



defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.



- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of 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 and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any

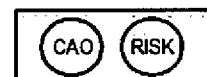
T00020-CA (v. 2.4 - 0708/2015)



Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

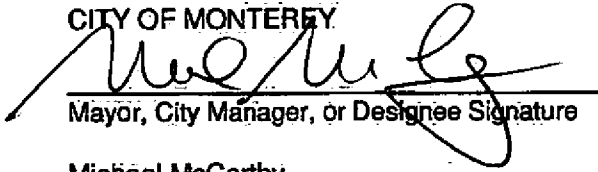
T00020-CA (v. 2.4 – 0708/2015)



- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

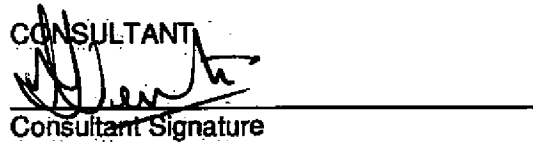


 Mayor, City Manager, or Designee Signature

Michael McCarthy
 Printed Name

City Manager
 Title

CONSULTANT



 Consultant Signature

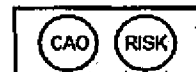
Frederik Venter, P.E. # 64621
 Printed Name

Project Manager
 Title

Kimley-Horn and Associates, Inc.
 Consultant Legal Company Name

KHACA
 03

- Exhibit "A" Request for Proposals
- Exhibit "B" Proposal
- Exhibit "C" Fee Schedule
- Exhibit "D" Key Employees and Subconsultants





**CITY OF MONTEREY
REQUEST FOR PROPOSAL**

TO PROVIDE

ON-CALL TRAFFIC ENGINEERING SERVICES

2015 to 2018

Approved By:


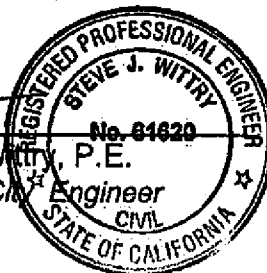

Steve Wittry, P.E.
Acting Chief Engineer




Table of Contents

INTRODUCTION 1

PROJECT DESCRIPTION..... 1

SCOPE OF WORK 1

THE CITY WILL NOT EXPECT THE CONSULTANT TO..... 1

MINIMUM PROPOSAL CONTENT 2

 TECHNICAL PROPOSAL..... 2

 FEE SCHEDULE 2

SUBMITTAL REQUIREMENTS 2

 PROPOSALS..... 2

 DUE DATE/TIME..... 3

PROCEDURES AND EVALUATION OF PROPOSALS 3

 EVALUATION CRITERIA 3

 PROCEDURES 5

POINT OF CONTACT..... 6

GENERAL INFORMATION..... 6

 CONFIDENTIALITY OF CONSULTANT PROPOSALS 6

ATTACHMENT A: Proposed Scope of Work for On-Call Traffic Engineering and Surveying Services for Various Projects Located Within the Monterey Peninsula 7

ATTACHMENT B: Professional Services Agreement 9

ATTACHMENT C: Format and Content of Proposal 24

ATTACHMENT D: Reference Documents on City of Monterey Website..... 26



CITY OF MONTEREY
REQUEST FOR PROPOSAL
TO PROVIDE
ON-CALL TRAFFIC ENGINEERING

1. INTRODUCTION

The City of Monterey is seeking proposals from qualified firms to work on an "on-call" basis for traffic engineering and transportation planning services. The City wishes to retain multiple firms for a three-year period. The solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

2. PROJECT DESCRIPTION

As each project is implemented, City staff will describe the project and what is to be provided by the consultant. The consultant will, in turn, provide a project-specific proposal and a not-to-exceed fee proposal based upon the agreed hourly rates.

Most projects may include but are not limited to the regional plans by Transportation Agency For Monterey County, adopted City 2013 Multi Modal Mobility plan, General plan, Specific neighborhood traffic calming plans, Downtown specific Plan, North Fremont Specific plan, and the soon to be adopted Lighthouse Specific plan, and Water Front Master Plan.

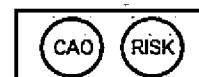
3. SCOPE OF WORK

- o Attachment A describes the proposed scope of work to be performed.
- o Attachment B contains a copy of the City of Monterey's standard Professional Services Agreement, which includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work.
- o The term of the agreement will be for a three (3) year period.

Note: All drawings, reports, data, computer files, renderings in original format, vector and photoshop files in layers, synchro files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction of the same. The consultant will not be liable for any reuse of the work product unless they are asked to provide liability for a specific proposal.

4. THE CITY WILL NOT EXPECT THE CONSULTANT TO:

- A. Obtain right of way or rights of entry, but assist in the preparation of any needed documentation.



- B. Reproduce and distribute plans and specifications for bidding purposes
- C. Provide construction testing or construction inspections services
- D. Obtain permits from other governmental organizations, but assist in the preparation of any needed documentation.
- E. Prepare environmental documents, but assist in the preparation of any needed documentation

5. MINIMUM PROPOSAL CONTENT

Firms wishing to be considered for this "On-Call" contract should submit, as a minimum, the following:

A. Technical Proposal

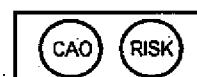
1. Relevant experience, both of the firm and the personnel assigned to this project.
2. Specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
3. A list of sub-consultants to be used, if any, and their expertise as called for in paragraphs (1) and (2) above.
4. A description of methodology, techniques, and procedures for each of the scope of work items listed above.
5. Submit sample of plans (2 sheets maximum) for similar projects as described above.
6. A description of how the firm will utilize its resources to start and complete projects in a timely manner.
7. The consultant will be expected to execute the City's standard Agreement for Services.

Attachment C describes the required format and content for the proposal. Please review this attachment closely and comply with the directions and suggestions it contains. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

B. Fee Schedule

1. Provide the fee schedules for your firm and proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Project Manager, etc.); and fee for related support costs (mileage, blueprint, reproduction, etc.).
2. The scope, schedule, and fee arrangements for each project will be negotiated on a project by project basis. SUBMITTAL REQUIREMENTS

A. Proposals



Five (5) originals and one electronic copy of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Your proposal should at least elaborate on all the services that your firm offers (even if not specifically asked for in this Request for Proposal) and, if appropriate, the number of staff and their individual qualifications that are assigned to each area of services offered. The two copies of the fee schedules must be in a separate envelope or package, clearly marked as the fee schedule for this solicitation, with the due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office until **2:00 p.m., November 2, 2015**. Submit to:

Andrea Renny, P.E., PTOE
Principal Engineer
City of Monterey Engineering
580 Pacific Street, Room #7
Monterey, CA 93940

6. PROCEDURES AND EVALUATION OF PROPOSALS

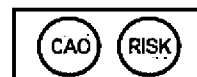
It is the intent of the City to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

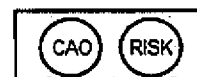
An evaluation committee of City staff will review and evaluate technical proposals against the following criteria:

Contractors should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be cause for rejection.

The selection criteria and the importance of each are included below:



Criteria	Scoring
	Indicate Pass/Fail
Cover Letter-Including firm and contact information	
Signed Proposal and acknowledgement of addenda (if applicable)	
General firm Information-Including responsible charge	
Project experience information	
Organizational chart of proposed team	
Resumes of key personnel for this proposal	
Project management approach	
Schedule management approach	
Cost management approach	
Fee schedule-Submitted in a separate sealed envelope	
Exceptions submitted on a separate sheet	
Proposed Team Qualifications and Resume(s)	Points 0-5
Organizational chart of proposed team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical experience to provide construction management tasks listed in Scope of Work	
Staff has appropriate licenses, registrations and certifications to provide construction management tasks listed in Scope of Work	
Some or all of the team members (within the firm) have previously worked together on similar projects	
Sub Total Possible Points = 20	
Project Experience	Points 0-10
Example project 1 description indicates: (1) Previous experience with governmental/institutional projects (2) Governmental agency work experience (3) Record of accomplishing projects on schedule and within budget (4) Most important role or all roles in the project were performed by the firm	
Example project 2 description indicates: (1) Previous experience with governmental/institutional projects (2) Governmental agency work experience (3) Record of accomplishing projects on schedule and within budget (4) Most important role or all roles in the project were performed by the firm	
Example project 3 description indicates: (1) Previous experience with governmental/institutional projects (2) Governmental agency work experience (3) Record of accomplishing projects on schedule and within budget (4) Most important role or all roles in the project were performed by the firm	
Sub Total Possible Points = 30	
Project Specific Components:	Points 0-15
Quality of project management approach (1 page limit)	
Describe approach and steps and methods to be used from design/study phase through project close-out.	



Includes value engineering, meeting coordination, staff roles and responsibilities for overseeing the coordination of projects	
Quality of Schedule Management Approach (1 page limit)	
Describes schedule management approach, scheduling software used, and methods used to recover from slippage of scheduled milestones	
Quality of Cost Management Approach (1 page limit)	
Describes firms' process for cost management, methods for tracking costs, and methods used to recover budget/estimated cost overrun	
Sub Total Possible Points – 45	
Local Experience	Points 0-5
Describes experience working in the Monterey Peninsula	
Sub Total Possible Points – 5	
Total Possible Points-100	

B. Procedures

1. At the completion of the review process, proposers will be ranked based on the criteria described in 6A and the City will select the highest ranked firms; or, at the City's option, the most highly qualified companies will be used to establish a "shortlist."
2. Should the City elect to establish a "short list", firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions. The interview panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer.
3. Following presentations/interviews, the evaluation committee will complete its ranking. The sealed fee schedule of the highest ranked technical proposers will be opened, and the price negotiations will commence with those firms. To determine a fair and reasonable price, proposals of all the responsive proposers will be opened, and price negotiations will commence with the highest ranked firms. If the fees are mutually agreed upon after negotiations, then the firm will receive the contract. If no agreement can be reached as to price with a firm, then that firm will be excused.
4. Following successful negotiations, the contracts will be referred to the City Council.
5. The City of Monterey reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel projects in design at any point and pay the consultant only for costs incurred to that point and for work completed which is usable by the City as determined by the City.



7. City Capital Improvement Program
Attachment D contains links to the City of Monterey Master Project List.

Schedule

The anticipated schedule for this project is as follows:

Release of RFP.....	September , 2015
Receipt of Proposals.....	October, 2015
Review, rate proposals, interviews & negotiate fee.....	November, 2015
Consultant signature and documentation.....	November, 2015
City Council Award.....	December 1, 2015

8. POINT OF CONTACT

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific, Monterey, CA 93940 at (831) 646-3921.

Primary point of contact: Andrea Renny, P.E., PTOE.

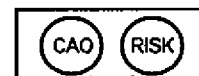
9. GENERAL INFORMATION

A. The period of service required will be three years from the date of the "On Call" contract. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

B. CONFIDENTIALITY OF CONSULTANT PROPOSALS

All proposals received shall be public records, with the exception of those elements of any proposal which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.

C. See the attached form of contract for insurance and indemnification requirements: Proposers should consider the cost of carrying the insurance required by the attached agreement. There will be no guaranteed minimum work issued under any awarded on-call contracts.



ATTACHMENT A

PROPOSED SCOPE OF WORK FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR VARIOUS PROJECTS LOCATED WITHIN THE MONTEREY PENINSULA

Introduction:

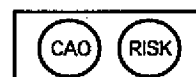
The City of Monterey is requesting proposals from qualified and experienced transportation consulting firms to provide on-call traffic engineering and transportation planning services. The selected consultant will also provide staff augmentation to assist traffic engineering projects as required.

Scope of Work:

The City anticipates identifying various traffic engineering and transportation planning tasks over the contract period and agreeing upon a cost for each project on a task-by-task basis.

The types of Transportation Planning and/or Traffic Engineering Services may include but is not limited to:

- Evaluate transportation and/or traffic operational issues by collecting data, performing field observations, and conducting various transportation and operational analyses, and provide recommendation(s) to the City.
- Design roadway geometric layout including signs and pavement markings, using sound engineering design principles and applicable design guidelines.
- Provide technical support to City programs such as Transportation Demand Management, Safe Routes to School and Bike/Ped Safety Education Program.
- Design and prepare plans, specifications, and engineering cost estimates for civil, and electrical plans such as roadway improvements, traffic signal, fiber optic signal interconnect, traffic control, street light, signing and striping, landscape median and irrigation, and misc. traffic devices. Coordinate with utility companies for design and infrastructure information, if necessary.
- Perform traffic signal warrants, timing and/or synchronization studies based on City approved model and software.
- Prepare and design creative complete street solutions that incorporate all roadway users.
- Prepare and design traffic calming, pedestrian and bicycle enhancement and safety projects to address vehicular, pedestrian and/or bicycle safety concerns.
- Prepare various grant applications and technical reports.
- Engage in public outreach which may include, but is not limited to: represent and/or assist the City by attending community meetings and City Council meetings; identify and communicate with stakeholders; develop agenda and handout materials (to include concept plans and renderings); make



presentations; listen and address concerns; and develop and present alternatives.

- Provide bid and construction support. Work may include, but is not limited to, design, alternatives and estimated costs, review and respond to requests for information (RFI's), review submittals, create plan revisions due to conflicts, and prepare as-builts.



ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT for On-Call Traffic Engineering

THIS AGREEMENT is executed this ____ day of _____, 201__, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: Design and Construction support of ADA upgrades to Pedestrian Signals, as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, the Final Scope shall take first precedence over the RFP, and the RFP shall take precedence over Consultant's Proposal] The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services**. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.



- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed _____ Thousand Dollars (\$_____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;



- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses



shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. Audit and Examination of Accounts:

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule



Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

B. **Substitution of Employees or Subconsultants:**

- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
- iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.



E. Independent Contractor:

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

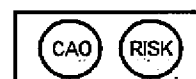
- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as



may be required by the City to insure timely and adequate performance of this Agreement.

- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

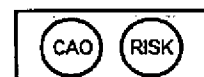
To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:



- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

i. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.

iii. The general liability and auto policies shall:

1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.

3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.



4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall comply with all



applicable laws, rules, regulations, ordinances and codes. 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

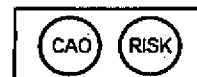
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or

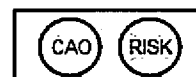


another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as



defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable

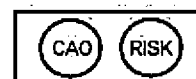


negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or



vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:

1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

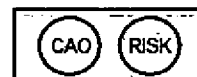
16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of 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 and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be



impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

Mayor, City Manager, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

Consultant Legal Company Name

- Exhibit "A" Request for Proposals
- Exhibit "B" Proposal
- Exhibit "C" Fee Schedule
- Exhibit "D" Project Schedule

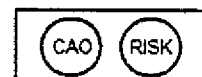
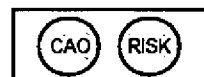


Exhibit "E" Key Employees and Subcontractors



ATTACHMENT C

FORMAT AND CONTENT OF PROPOSAL

Format

Five (5) bound copies of the proposal are to be submitted along with one (1) electronic copy of the proposal on a CD in one envelope. The outside cover should state the firm's name and the title: "Proposal to Provide On-Call Traffic Engineering" Two (2) copies of the cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal."

The required information shall be included in the text of the proposal and shall be presented in the order indicated. The submissions are subject to a limitation of fifteen (15) pages, excluding the cover letter. Additional information such as exhibits (which will not count against the page limit) may be attached. The City of Monterey makes no assurance that any non-requested additional information in exhibits will be reviewed.

The proposal should be indexed and tabbed according to the following sections. Information to include in each section is as follows:

Content

Section 1 – The Firm:

Provide one of the following:

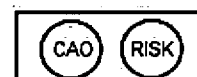
- (1) A small company brochure, if available or excerpts from a larger brochure, which focus only on the services under consideration in the proposal.
- (2) If the firm does not have such a brochure, prepare and include a brief (not to exceed three pages) narrative that focuses on the services under consideration in the proposal. Also include a description of the firm's staff size and makeup (by discipline type), in the office or offices in which the firm would propose to perform the work.

Section 2 – Proposed Approach:

A concise introductory section describing the size and makeup of the team performing the work and the approach recommended to perform the work.

The approach should identify: How the firm proposes to manage public sector projects through all phases of development (1 page max); how the firm will manage the schedule (1 page max); and how the Firm will manage total project costs (1 page max).)

Please address the Scope of Work as presented but include other approaches, items or considerations you feel are warranted. Explain in detail any innovative approaches that might



be used on this On-Call Traffic Engineering if a sub-consultant is to perform a certain task, their involvement should be listed for that sub-consultant.

List up to three (3) similar services the firm has prepared for other entities. Briefly describe each plan's scope, highlighting similarities to the proposed scope of work. Provide client references for each of these consisting of name, address, and telephone number of the client project manager.

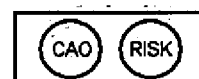
Submit remarks and suggestions to each of the scope of work items contained in Attachment A, "Proposed Scope of Work". Other recommended tasks not listed in the proposed scope of work should be listed and explained.

Section 3 – Resumes of Key Personnel:

Include resumes for all key personnel identified above, clearly stating where each individual works.

Section 4 – Cost Proposal/Fees:

Two (2) copies of the firm's cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal."



ATTACHMENT D
REFERENCE DOCUMENTS ON CITY OF MONTEREY WEBSITE
TO PROVIDE
ON-CALL TRAFFIC ENGINEERING FOR VARIOUS PROJECTS LOCATED
WITHIN THE MONTEREY PENINSULA

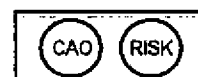
THE FOLLOWING REFERENCE DOCUMENTS AVAILABLE ONLINE

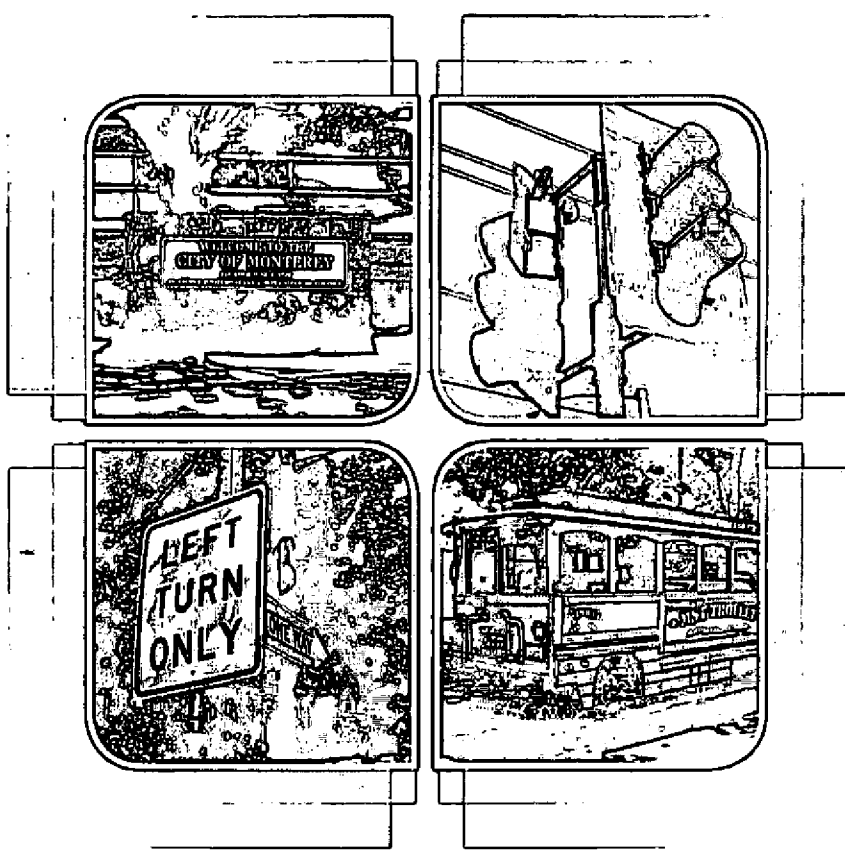
Master project list.

[http://monterey.org/Portals/1/pdfs/Master Project List.pdf](http://monterey.org/Portals/1/pdfs/Master_Project_List.pdf)

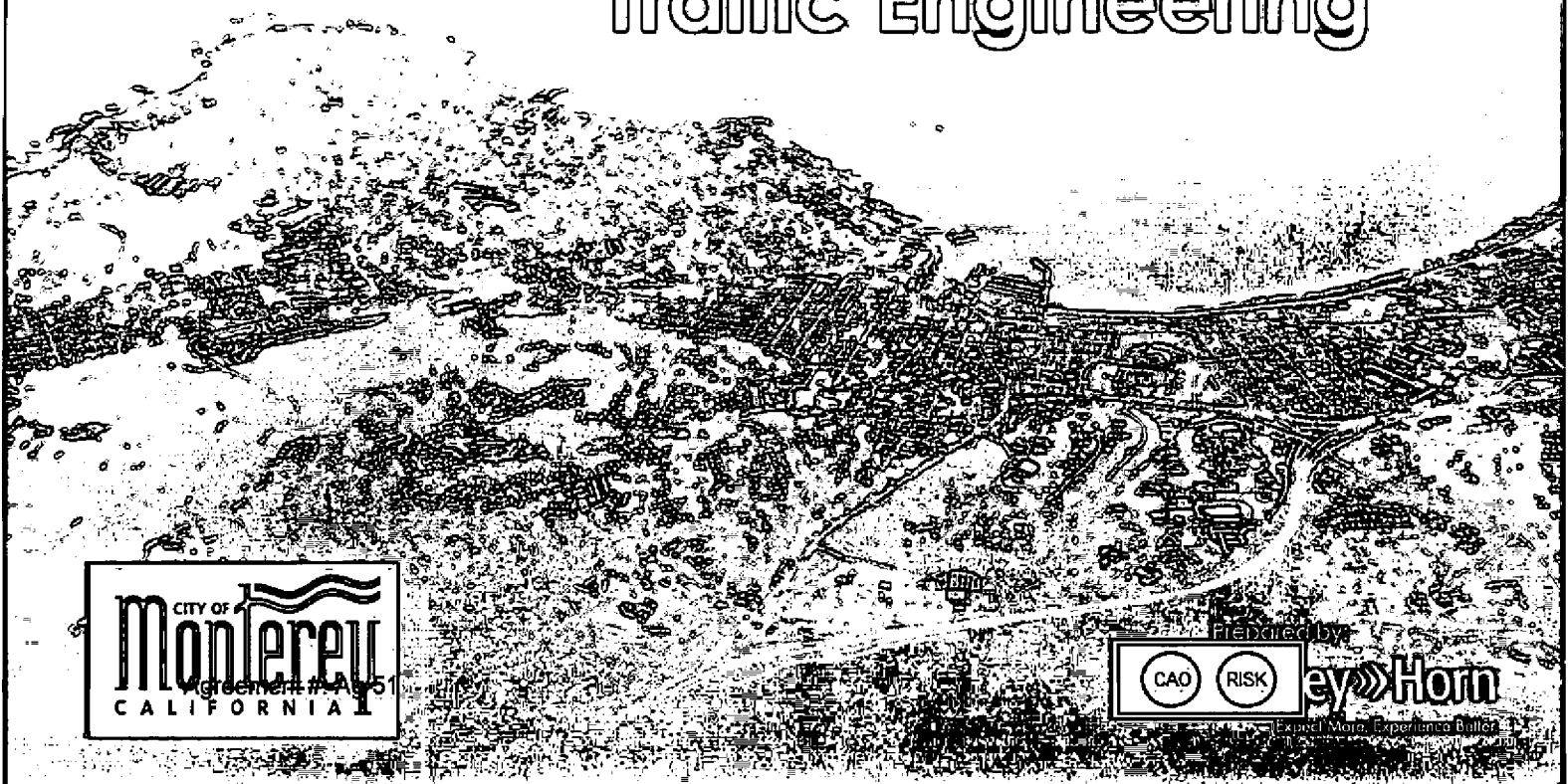
City of Monterey Website Location is <http://monterey.org/en-us/business/bidsandrfp.aspx>

Follow the link under RFPs/RFQs to Plans & Public Works Projects





Proposal to Provide
On-Call
Traffic Engineering





Proposal to Provide
**On-Call
Traffic Engineering**

November 2, 2015

Andrea Renny, P.E., PTQE
Principal Engineer
City of Monterey Engineering
580 Pacific Street, Room #7
Monterey, CA 93940

6 Quail Run Circle
Suite 102
Salinas, California
93907
TEL 669 800 4130

RE: Proposal to Provide On-Call Traffic Engineering Services for the City of Monterey

Dear Ms. Renny and Members of the Selection Committee:

Kimley-Horn is excited about the opportunity to assist the City of Monterey's upcoming Complete Street, Parking, Traffic Impact, Transportation Demand Management, Intelligent Transportation System, Bike & Pedestrian, and Transit projects, designed to promote economic vitality and enhance the quality of life for your residents and visitors. As a result, we have structured our staff to meet the specific needs of those projects seamlessly. We are a local firm with local knowledge and already understands your processes and procedures. You know many of our competent staff and have worked with them on many recent, very successful projects.

Our stellar team can best serve you based on the following reasons:

One-Stop Shop. We are a multidisciplinary team. Our in-house specialists (primarily based in our Salinas, San Jose, Oakland and Pleasanton offices) will provide all the services required under this contract without the need to outsource to major sub-consultants except for survey with Whitson Engineers, who is on the City's civil engineering on-call list. The benefit to you is a seamless, integrated service where every member of the team knows and works well with everyone else. In addition to our technical engineering staff, we are also supported by CEQA and Planning staff, who makes for easy cross reference and integration of these two important elements on any engineering project.

Working Relationship. Kimley-Horn has extensive experience working with the City of Monterey as we have provided on-call traffic engineering services, including ITS starting in 2003. Assignments included preparation of procurement specifications for a new master traffic signal control system and supportive equipment; design documents for fiber optic communications and Ethernet for traffic signal interconnect and CCTV cameras; design documents for a one-way couplet conversion on Lighthouse/Foam; development of coordinated traffic signal timing plans in Synchro; traffic signal cabinet and controller upgrade design; and design of several intersection modifications throughout the City. Our proposed project manager, **Frederik Venter** has also worked with the City while with another firm and our project engineer, **Randy Durrenberger**, was the project manager for the on-call contract. Their biographies and resumes are included in this submittal.

Responsiveness. We know that a strong commitment to client satisfaction must be the foundation of our service to you. We strive to deliver not only technical excellence, but timely service and practical, money-saving solutions. We will be a responsive, readily available team that will examine ways to reduce costs as we work with you to define specific needs and implement sound engineering solutions. We have more than enough professional resources to handle any assignment that may arise during this contract.

Commitment to Our Clients. Kimley-Horn prides itself on being a successful consultant. We have conscientiously served repeat clients for many years, including the City of Monterey, TAMC, Monterey Peninsula Cities, MST and many other municipalities within California. In addition, many of our staff members are former municipal engineers and planners. Our team's combined municipal experience in design, administration, and construction phase services gives us the specific understanding of how to work with City staff and elected officials to effectively achieve your objectives.



Proposal to Provide
**On-Call
Traffic Engineering**

Our comprehensive team is dedicated to meeting the needs of the City of Monterey. We will actively identify and solve critical issues, find reliable and innovative solutions, and help ensure responsive and cost-effective service. We sincerely appreciate the opportunity to present our qualifications to you, and look forward to serving as your proactive on-call consultant.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Frederik Venter, P.E.
Project Manager

Table of Contents:

Section 1 – The Firm	1
Section 2 – Proposed Approach	4
Section 3 – Resumes of Key Personnel	10
Section 4 – Cost Proposal/Fees	15
Appendix – Exhibits	A-1



Proposal to Provide 2015.0
**On-Call
Traffic Engineering**

Section 1 The Firm

Firm Profile

Kimley-Horn is an employee-owned, multi-disciplined engineering and planning firm with more than 80 offices nationwide, and 14 in California, including Salinas, San Jose, Oakland, and Pleasanton. Founded by traffic engineering, transportation planning, civil engineering specialists, the firm has steadily grown into a full-service engineering and planning firm offering a comprehensive range of services to both public and private clients. Today, we have over 2,500 professional, technical, and support staff throughout the country to address the most challenging projects, and over 60 here in the Bay Area. With resources and talents of a nationally-ranked organization, our staff is known for its ability to utilize the latest technology and information to achieve successful results for our clients. Our project managers serve as the primary liaison to clients; and with the support of our technical and administrative staff, we consistently meet the needs and exceed the expectations of our clients. The services for this contract will be provided from Kimley-Horn's Salinas and San Jose offices, and the primary contact will be our proposed project manager, **Frederik Venter, P.E.**

Our continued growth and stability over the past 47 years is the direct result of our commitment to integrity and dedication to providing quality services. Kimley-Horn has extensive history of completing on-call projects successfully by committing resources as needed. Should there be a need for additional experienced professionals to meet a critical deadline, we have the ability to quickly leverage personnel throughout the firm. We have the knowledge, skill, and determination to take your project from concept to ribbon cutting in a variety of disciplines, including: traffic engineering, roadway/civil design, transportation operations, stormwater design, environmental services, green street design, energy services, parking, transit, water utilities and wastewater, and ITS and wireless communications.

Unrivaled local Project Experience. Kimley-Horn has a laundry list of relevant, recent projects that have provided us a unique understanding of the issues specific to the Monterey area. These projects include the Marina-Salinas Multimodal Corridor Study, the Imjin Parkway Corridor, Eastside Parkway, the Carmel Valley Road Corridor Study, the Carmel Valley Transportation Improvement Program, the Salinas Downtown Vibrancy Plan, the North Fremont Street Bicycle and Pedestrian Network Improvements, the Monterey Countywide Traffic Impact Fee Program, and the Monterey County General Plan, the MIIS TIA, Monterey BRT Study, and the upcoming Monterey Aquarium Project. These projects have required close coordination with Caltrans,

Agreement #: Ag-5138 - Page 51 of 82

TAMC agency staff, the County, various City staff, community interest groups, and the broader public. This close coordination has provided us an understanding of how to best communicate and coordinate with these agencies and stakeholders, a skillset that will be particularly valuable for this study.

Traffic Engineering and Design

Our project team is intimately familiar with fundamental traffic engineering principles utilizing the capacity analysis techniques included in the Highway Capacity Manual (HCM). Our understanding of the theory behind the analysis enables our traffic engineers to provide accurate analyses, particularly when addressing unique operating situations. Kimley-Horn also has extensive experience using traffic analysis and modeling software including Synchro, Traffix, and VISSIM.

Our professionals have experience approaching a comprehensive analysis from both macroscopic (system planning) and microscopic perspectives (design issues and operation at specific locations). Using these tools, we can model a microscopic traffic network to determine the interactions between adjacent intersections and produce an animated, graphical display of traffic conditions. For example, on one project we used VISSIM to simulate the expected traffic conditions as part of a BRT implementation, which includes level boarding stations and curb bulbouts. VISSIM allowed us to simulate the conditions with and without BRT buses and curb bulbouts, in addition to the BRT buses using the curb lane to stop at the BRT platforms. The simulation confirmed that the BRT use of the curb lane along with curb bulbouts would have minimal interference main arterial traffic, and with automobiles and pedestrian movements at the curb bulbouts.

Our professionals have designed hundreds of traffic signals for Northern California municipalities and Caltrans. We are in tune with current Caltrans traffic signal design methodology and requirements, and have vast experience adapting this expertise to City of Monterey's standards. Kimley-Horn's traffic signal design efforts typically include solid, fundamental traffic engineering design principles to not only provide the minimum required operational characteristics, but also to provide the appropriate level of future flexibility, as well as balance with the competing users at these critical points of intersection.

Civil Engineering, Bike, Pedestrian, and Complete Streets Design

Collectively, our engineers have been responsible for the design of more than 4,000 miles of roadway. Roadway design and planning is one of the





Proposal to Provide Exhibit C
**On-Call
Traffic Engineering**

mainstays of our firm's professional practice. We are well equipped to address all related aspects of roadway design projects. Our team brings design experience across a wide variety of projects, including roadway widenings and geometric safety improvement projects, complete streets, pedestrian and bicycle facilities, storm drainage including green infrastructure, intersection geometrics, and surface treatment projects. Our roadway team also has significant experience writing special provisions in Caltrans 2010 Standard Specifications format. In addition to writing technical specifications for multiple projects, we have also helped municipalities convert their boiler plate (i.e., "front-end") specifications into the 2010 format. We appreciate the importance of well-written project specifications, and understand what a difference this can make once a project moves into construction.

Our experience in developing Complete Streets that work for specific communities is unmatched in Monterey County; from planning to design and construction, including environmental impacts. We apply NACTO principles, understand its constraints, and how to customize its application for local needs.

Our firm takes pride in designing "buildable" plans, and Kimley-Horn's outstanding record of on-time and on-budget completions attests to our knowledge of construction issues and costs. Construction phase services include cost estimating, pre-bid services, and construction administration and observation.

Traffic Calming/Management

Kimley-Horn is a national leader in the development and implementation of traffic calming, neighborhood transportation plans, and the context sensitive solution (CSS) design of pedestrian and bicycle facilities. Our team of roadway designers, traffic engineers, and planners knows how to design roadways that accommodate a defined volume of through traffic, while serving as corridors for business and residential units and pedestrian and bicycle usage. All reasonable efforts are made to restore a balance between automobiles and pedestrians. When addressing the functional and aesthetic needs of municipal road corridors, Kimley-Horn's team emphasizes a wide variety of traffic calming principles, including:

- **Narrowed lane widths** that serve to slow traffic and reduce the overall street width—while providing safer pedestrian crossings.
- **Heavily landscaped medians** that reduce the appearance of expansive paving, help slow traffic, lower the number of accidents, and promote pedestrian safety through the provision of median "refuges" at crosswalk locations.
- **Raised intersections** (or "speed tables"), equal to the elevation of the sidewalk that redefine the road as a "pedestrian area through

which traffic must pass" vs. traditional intersections that are clearly "vehicular spaces through which pedestrians and bicyclists must pass." Such intersection designs often incorporate special paving designs to further reinforce their presence and importance.

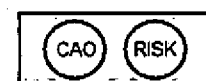
- **Paving designs**, including the use of pre-cast paving systems, or color asphaltic pavement mixes, that help to "announce" intersections or neighborhood gateways, and provide a unique character and quality to the roadway corridor. We also have used special pavement striping patterns to create special areas, thereby reducing vehicle speeds.
- **Traffic circles** (or "roundabouts") that permit the development of major gateway features, calm through-traffic, and in some instances, even improve the flow of traffic.

Being a leader in this field, we understand the various traffic calming techniques and the numerous alternatives available to facilitate traffic calming. Our staff has extensive experience in the planning, evaluation, and design of traffic calming and CSS measures throughout the region. We have played a role in building RAB's in Monterey Bay more than any other firm: Salinas, Watsonville, Santa Cruz, Capitola, and Marina

Signal Timing/Design

Kimley-Horn has worked with many agencies across California to provide traffic signal timing services. In many of these projects, we have received the highest ratings for the quality of service that we have provided. We have worked very well, closely, and successfully with numerous agencies and their staff in the San Francisco Bay Area and in Alameda County in the development and implementation of traffic signal timings. This has included the conversion of traffic signal controller databases, incorporation of agency signal timing guidelines and requirements, ensuring compliance with MUTCD, bench testing of the new signal timings including transit signal priority (using either the City's or Kimley-Horn's equipment), and the field implementation and fine tuning of the new timings.

Kimley-Horn has also performed numerous implementations of Transit Signal Priority (TSP). We have planned, designed, and integrated nearly 40 BRT/TSP systems throughout the nation. Our traffic, transit, systems, and electrical engineers have worked on all stages of BRT/TSP systems, from project feasibility and planning studies to systems integration, acceptance testing, and system commissioning. We understand the details of BRT/TSP systems inside and out, and in several cases we have written the TSP and queue jump algorithms. We know the proper TSP and queue jump algorithms and operating parameters.





On-Call Traffic Engineering

ITS

ITS technology is based on the understanding that transportation systems are more than infrastructure. At Kimley-Horn, we understand this and specialize in integrating the components of the total system—the road, the vehicle, and the traveler—to make getting around safer and more efficient.

Intelligent Transportation Systems, including successful inter-agency program management, feasibility studies, and strategic plans are among Kimley-Horn's key strengths in technology and traffic signal-related transportation work. Utilizing a pool of highly talented Systems, Software, and Electrical Engineers, these kinds of projects require a broad-scale vision and a depth of experience in assisting local, regional, and state agencies in identifying and prioritizing its transportation deficiencies, and in finding solutions to those transportation problems from a systems analysis perspective. ***Our engineers have designed thousands of miles of fiber-optic networks, prepared design plans for thousands of new traffic signal installations, and performed hundreds of technology assessments for clients to ensure that specific user needs are met with sound and available technologies.*** We carry our client's vision one project at a time. Our resident electrical engineers also provide us with a unique view into the software component of the signal designs and, most often, enable us to provide connectivity and incorporate varying levels of intelligent transportation system (ITS) components.

As a founding member of ITS America, our engineers are specialists in the planning, design, and implementation of modern transportation systems, and we have remained at the forefront of systems design and transportation technology for more than a quarter century. Vision is a necessary characteristic of those who work with ITS because systems are continually shaped by advancing technology. With Kimley-Horn, you'll be on the leading edge. We know the technology: What's out there, what works, what doesn't, and why.

Kimley-Horn also offers expertise in roadway lighting, intersection safety lighting, bus station lighting, transit center lighting, tunnel lighting, bridge lighting, trail lighting, pedestrian scale lighting, sport field lighting, and monument illumination design. We have project experience in providing the following design services: developing photometric plans using AGI32 Lighting Analysis software, designing step-up and step-down lighting transformers to accommodate available electrical power sources, designing special lighting circuit for both photoelectric and time-of-day lighting on/off control, and designing lighting conductors and circuit breakers to comply with National Electric Codes (NEC) requirements.

Transportation Planning

Kimley-Horn offers unparalleled expertise in assessing traffic and transportation impacts, developing methodologies to continuously monitor development-generated traffic, and analyzing and recommending feasible financing mechanisms for transportation improvements. Since 1967, we have assessed the impact of thousands of developments on existing transportation networks across California and the nation.

Our firm's success with transportation planning and engineering for residential, commercial, and retail development is a natural result of our long experience with both public and private agencies. We have the capacity to assess traffic impacts; develop master plans; design roadways, accesses and interchanges; develop workable circulation and parking plans; and design both surface and structural parking facilities. Our staff background in municipal government keeps us aware of regulations and requirements.

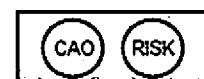
We have assisted numerous local agencies in developing and modifying traffic impact analyses and fee procedures as a means of ensuring planned growth, and obtaining assistance from the private sector to fund transportation improvements. Our firm has been involved in the development and application of Traffic Impact Analysis (TIA), conducting thousands of TIAs for projects of virtually all magnitudes and types, including mixed-used, commercial, institutional, recreation, residential, industrial, and research developments ranging from a few acres to more than 10,000 acres.

Traffic Analysis

Kimley-Horn has been involved in the development and application of traffic and traffic impact analyses for over 40 years. We have conducted thousands of impact analyses for virtually all magnitudes and types of development, including mixed-use, commercial, institutional, recreation, residential, industrial, and research developments ranging from a few acres to more than 10,000 acres. Our engineers and planners have also reviewed traffic analysis studies for local and regional agencies, developed impact analysis and fee systems, trained public agency staff in traffic impact analysis review and computer modeling techniques, and conducted transportation financing and research for the federal government. In addition, we have provided review services for numerous public agencies. Our local knowledge in Monterey is unmatched.

Grant Preparation And Management Overview

Our team's planners and engineers have the experience, tools, and relationships to expedite the completion of your funding applications.





Section 2 Proposed Approach

Approach

How Kimley-Horn proposes to manage public sector projects through all phases of development.

The Kimley-Horn team has developed a proven project approach that is fully responsive to the stipulations of the Request for Proposal. The steps proposed in our project approach include comprehensive and detailed project administration, quality management, and client communication processes that will oversee the technical process.

Value Engineering Strategies

Project alternatives and innovation on project technical items will be pursued through value engineering strategies designed to maximize the synergies of major project elements. This will entail the examination of risk management, ROW concerns, complete streets, pedestrian, bicycle, transit, roadway, vehicle turning templates, utility, and beautification improvements and the elimination of overlapping costs for items such as demolition, restoration, maintenance of traffic, and contractor mobilization. These costs may account for up to 20 percent of the total construction budget, and offer substantial opportunities for savings. As a part of our cost estimating and value engineering process, we work closely with contractors to pinpoint project costs and redefine construction procedures and details to minimize costs and maximize constructability.

Additionally, we will work closely with utility service providers, including PG&E, to identify opportunities to reduce the cost of addressing overhead utilities. This approach is highly effective when combined with a road improvement project and offers significant opportunities for Monterey.

How Kimley-Horn will manage the schedule

Scheduling Software Used

Kimley-Horn has extensive experience using scheduling and project management software, such as Microsoft project and Primavera. We know how much efficient project management means to our clients. We have developed a successful project management system consisting of the following proven fundamentals:

- Develop a clear understanding of what the project is to accomplish
- Develop a comprehensive Work Plan and schedule to accomplish the project goals

- Set weekly or bi-weekly milestones (more manageable) that support the larger milestones
- Review milestones with the project team on a weekly basis.
- Involve stakeholders as integral members of the team
- Coordinate with other consultants
- Create an atmosphere that encourages clear communication and teamwork

Effective Project Management

One of the advantages that Kimley-Horn offers is our ability to assign the right staff to each task. The depth of staff in our Salinas, San Jose and other Bay area offices allow us to draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline; or a complicated task requiring numerous people and multiple disciplines and sub-consultants. We are focused on project management from the inception phase through the construction phase of each project. Kimley-Horn project managers use our internal management information system (MIS) to monitor the progress of projects on a bi-weekly basis. Each project's work plan and specific details are entered into the MIS, including expenses and labor; the system can then provide an up-to-date status report on each project twice a month. The MIS allows us to efficiently allocate resources to each project and successfully complete concurrent tasks.

Schedule and Cost Control Procedures

Kimley-Horn is well suited to manage and administer your projects. We are prepared to commit the necessary resources to ensure the success of your efforts. Moreover, we also have the tools that tell us exactly how and when to implement these resources. While this can be perceived as an internal issue to Kimley-Horn, the tools we use to manage and administer a project are really for the client's benefit because a firm basis is established for on-time, within-budget delivery of all services. Schedule and budget are extremely important to Kimley-Horn, and our resources will allow us to meet the goals established for your project.

To assist our project managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proved to be a valuable tool.



Proposal to Provide
**On-Call
Traffic Engineering**

Schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop for your project, as we do for every project we undertake, a work plan that allocates item and person-hour commitments by individual for each task. Bi-monthly, the MIS generates a Project Effort Report showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget.

Cost control is achieved through two independent processing systems within our MIS program that we integrate to provide a complete financial and report overview of each individual task, as well as the entire project. Project managers and task managers receive status reports twice each month as to the costs associated with the project. This level of tracking allows us to control project budgets and to keep our clients fully informed of the administrative aspects of each project.

Kimley-Horn's Approach to every project is consistent with project requirements, City staff needs and community needs. We fully understand the dynamics of the City of Monterey socio-economic and political environment. Every project will be approached in the same diligent and comprehensive manner:

1. Scope of work and understanding
2. Data collection and review
3. Kick-off Meeting
4. Site visit with City staff
5. Existing conditions evaluation
6. Project evaluation and innovation
7. Concept layouts and or Report
8. Interim site walk/meeting reviewing concept layout of study findings
9. Response to comments
10. Innovation
11. Final design and or Report
12. Appropriate outreach, if required, Planning Commission/City Council attendance and presentation
13. Sub-consultant management
14. Invoicing and budget management

15. Schedule management
16. Quality Control/Quality Assurance
17. Meeting Agendas and Minutes/Notes
18. Closure

How Kimley-Horn will manage total project costs

At each step of the project, we will update the opinion of probable construction cost to gauge where we are in relation to the budgeted amount. In today's atmosphere of ever-increasing construction cost, it will be important to update the estimate throughout the design process.

Kimley-Horn has a proven record of performing on time and within budget. The key to our success in this area is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule.





Proposal to Provide
**On-Call
Traffic Engineering**

References

Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA

Kimley-Horn completed the design of a 6.75 mile BRT project in the Monterey Bay area through the communities of Monterey and Seaside, one of the most heavily traveled transportation corridors in the Monterey Bay region.

The goals of the BRT project were to increase transit ridership in the Monterey Bay area and achieve the benefits associated with reduced reliance on personal automobiles. The corridor is used by pedestrians, cyclists, and transit patrons, as well as autos, and serves as a key linkage between the Commuter Rail service to be extended to Salinas and the Monterey Branch Line running along the Monterey Peninsula. The project was divided into two phases.

The first phase, identified a preferred alignment along the existing roadway network for a BRT corridor and accompanying bike facilities, connecting key land use and transportation facilities. Kimley-Horn extensively reviewed existing and future land use, transportation network connectivity, transportation demand, sensitive environmental areas, and existing and future infrastructure constraints to identify preferred alignment segments. The effort required extensive coordination with local jurisdictions, the regional transportation agency, and transit operators in order to build consensus on the alignment.

The project entailed conceptual design of state-of-the-industry transit and bicycle features elements that were to be provided within the selected corridor. Dedicated transit lanes, signal priority, enhanced transit stations, road diets, buffered bike lanes and dedicated bikeways were all included in the corridor plan. Based on jurisdictional and public input, Kimley-Horn developed plan line drawings to guide future development of the corridor and project implementation. The Plan was just adopted by all of the multiple affected jurisdictions and funding sources are currently being pursued.

Todd Muck, Deputy Executive Director

Transportation Agency for Monterey County
55 Plaza Circle, Salinas, CA 93901
(831) 772-4407

North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA

North Fremont Street provides a vital link between residential, commercial, educational, and community facilities, and this project will improve the safety of pedestrians, cyclists, and transit users along the corridor. The first phase of this project includes completion of the preliminary design and cost estimate, completion of the environmental process, and acquisitions and Caltrans certification of the right-of-way necessary to complete the project. The improvements include bulbouts, curb return modifications, ADA ramp upgrades, buffered bike lanes, and signal modifications. Bike improvements along the corridor will include Class II bike lanes that incorporate green striping along with other NACTO striping treatments at the intersections, including bike boxes and intersection crossing markings. Bike detection will be incorporated at all signalized intersections along the corridor. Our services also included reduced pedestrian crossing widths, bus preemption, driveway consolidation, and optimization.

Rich Deal, P.E., City of Monterey Traffic Engineer

City Hall/Public Works
526 Pierce Street, Monterey, CA 93940
(831) 646-3473

Wilson Way Traffic Adaptive System, Stockton, CA

This project involves ten traffic signals including two Caltrans traffic signals along Wilson Way in the City of Stockton. Kimley-Horn prepared the PS&E documents and all of the Systems Engineering (SE) documents including the Systems Engineering Management Plan (SEMP), Concept of Operations, Needs Assessment, System Requirements, and the System and Subsystem Verification and Validation Plans for the City's first Traffic Adaptive Control System. The SE documents were approved by FHWA to secure the authorization to proceed for this designated "high risk" ITS project. Kimley-Horn worked closely with the City and Caltrans District 10, who owns and operates two intersections at the Highway 4 freeway interchange. Following the development of the Systems Engineering documents, Kimley-Horn conducted a detailed evaluation of commercially available traffic adaptive control systems, and worked closely with the City and Caltrans to select the preferred traffic adaptive control system. Once selected, Kimley-Horn worked to include the adaptive system elements of the preferred system including working with the adaptive system vendor and the cabinet manufacturers to ensure that the procurement documents (PS&E) contained the requirements and specifications for furnishing, installing and integrating the adaptive system elements. Kimley-Horn was involved in all steps of the design, and



Proposal to Provide
**On-Call
Traffic Engineering**

detailed design in order to achieve a complete system design including provisions for non-adaptive control should the City wish to revert to normal operations. The system construction is nearly complete with system training being provided by the adaptive system vendor.

Todd Greenwood, City Traffic Engineer

City of Stockton
Department of Public Works
22 E. Weber Ave, Room 301
Stockton, CA 95202-2317
(209) 937-8237

Fresno Area Express BRT Design

Kimley-Horn is providing final design services for the City of Fresno's Blackstone-Ventura-King's Canyon BRT project. This 15-mile-long project includes 27 stations (51 separate platforms), each with level-boarding, off-board fare collection, and custom/branded shelters. Transit signal priority will be implemented on over 80 signals, and a bus only lane will be developed for three miles of the corridor. Kimley-Horn has worked closely with the city's Public Works Department to address their concerns over far-side bulb-out stations, buses stopping in the vehicular way, and other vehicular and pedestrian concerns. Synchro and VISSIM simulations were used to demonstrate how the BRT buses will operate along the corridor. The project included a Value Engineering workshop to identify opportunities to improve the design and reduce construction costs. The project also included extensive utility coordination for wet and dry utilities to avoid impacts to their facilities.

Monterey County General Plan EIR Supplement

The Monterey County General Plan Update is a blueprint for the County's future that describes the future growth and development within the County over the long-term. Kimley-Horn prepared the transportation chapter of the General Plan Update EIR. This included analysis of travel modes including vehicle, bicycle, air, freight, and rail. Kimley-Horn worked closely with the County of Monterey to develop land use projections for a number of horizon year scenarios. Incorporating those land use projections into the most recent version of the AMBAG model, Kimley-Horn produced average daily traffic forecasts, PM peak hour directional forecasts, and developed a series of color-coded modeling plots summarizing different types of information including lanes, traffic projections, V/C ratios, etc. for the entire County and for planning subareas. The traffic analysis resulted in the development of a list of capital improvements to be integrated into the General Plan and supporting documents. Kimley-Horn developed the text for the EIR that included analysis of all of the policies included in the General Plan Update.

Agreement #: Ag-5138 - Page 57 of 82

On-Call Civil and Traffic Engineering Services

Kimley-Horn was under contract with the City of Monterey to provide on-call traffic engineering services, including ITS. Assignments included preparation of procurement specifications for a new master traffic signal control system and supportive equipment; design documents for fiber optic communications and Ethernet for traffic signal interconnect and CCTV cameras; design documents for a one-way couplet in the Lighthouse/Cannery Row area; development of coordinated traffic signal timing on North Fremont Street and Lighthouse Avenue/Foam Street corridor; traffic signal cabinet and controller design on North Fremont and Lighthouse/Foam corridor; and design of several intersection modifications.

Beach Area Roundabout and Traffic Signal Feasibility Study and Design (aka Santa Cruz Depot Roundabout), Santa Cruz, CA

Kimley-Horn performed the feasibility study for two roundabouts on Pacific Street in the City of Santa Cruz, as well as the design for these high profile improvements, which have a variety of design challenges. The intersection of Pacific Avenue and Beach Street includes a two-direction bike path, hundreds of pedestrians crossing during peak hours, an old and undocumented storm drain system, constrained right-of-way, and a railroad crossing through the roundabout. Kimley-Horn provided extensive coordination between the City, CPUC, and railroad as part of the final design. The intersection of Pacific Avenue and Center Street includes steep grades with associated ADA issues, utility pole conflicts, and relocation of a decorative arbor over the roadway. The Pacific/Center roundabout is complete and was recognized as Monterey APWA Chapter Project of the Year. The Beach Street roundabout is scheduled for construction as soon as funding is available.

Capitola Safe Routes to School Plan

As part of an on-call contract with the City of Capitola, Kimley-Horn and Associates, Inc. completed the Safe Route to School Project for the Soquel Union Elementary School District (SUESD) during the 2013-2014 school year. Kimley-Horn conducted an in-depth studies of walking routes at each of the elementary and middle school campuses, which consist of three elementary schools (Main Street Elementary School, Santa Cruz Gardens Elementary School, and Soquel Elementary School) and one middle school (New Brighton Middle School). For each school, Kimley-Horn assisted in developing an online survey to collect parents' attitudes towards walking/biking to school. Each school had a site council which consisted of district staff, County/City staff, police department, school faculty and staff, parents, students, and Kimley-Horn. The site council conducted walking and biking audits to evaluate existing conditions and to identify barriers or challenges





to students walking or bicycling to and from school. These walking and biking audits include a tour of the school area, followed by a debriefing and brainstorming session to rank high-priority concerns and identify potential solutions. Based on the walking and biking audit, recommendations were summarized in a draft report for each school. The site council for each school reviewed the draft report and final recommendations were made in a final safe route to school safety audit and survey report.

Crystal Springs Uplands School TIA, Belmont, CA

A traffic impact analysis for a private middle-high school was completed by KHA in Belmont, CA. The analysis was made in accordance with standards and guidelines outlined by CEQA and implemented as part of an environmental impact report application. In conjunction with the Applicant, KHA prepared a robust transportation demand management program for the school including the establishment of school shuttle route and stop locations, a carpooling initiative program, and the enforcement and monitoring parameters to ensure the school was in compliance with the TDM program.

Windy Hill TIA, San Carlos, CA

A traffic impact analysis for an office building was prepared by KHA in San Carlos, CA. The analysis was made in accordance with standards and guidelines outlined by CEQA. As part of the project mitigation, a robust transportation demand management program was developed that will include the following elements:

- On-site pedestrian and bicycle amenities
- Pedestrian and bicycle infrastructure
- Emergency Ride Home Program
- Caltrain Go Pass
- TDM Coordinator establishment
- Carpool, vanpools, and electric vehicle amenities
- Property management amenities, and
- The establishment of applicable regional trip credits

Mountain View TDM Plan for El Camino, Mountain View, CA

Kimley-Horn was part of the team that developed a precise plan for the San Antonio area and the El Camino corridor. The transportation element of the Precise Plan focused on best practices for a TDM program which included parking, alternative modes, employer contributions, management, and implementation.

Transportation Demand Management Assessment for 1315 O'Brien Drive, Menlo Park, CA

Kimley-Horn was retained by Tarleton Properties, Inc. to evaluate the expected number of project trips based on the existing and proposed uses at the project site and mitigate the number of trips by implementing a TDM Plan. The TDM program was specifically designed to focus on incentives and rewards for employees to participate in the program rather than penalties for not participating in the program. Program elements included:

- Bike storage
- Shuttle service
- Subsidized transit tickets
- Preferential carpool parking
- Commute assistance center establishment,
- Allowance for bikes/pedestrians/carpoolers
- Ride-Home Program, and
- Flexible work hours

Elements were developed and assessed for their potential effectiveness at the site location as part of the analysis.



Exceptions

Kimley-Horn has reviewed the sample Professional Services Agreement and would like to discuss the following modifications. We look forward to negotiating a mutually acceptable Agreement.

8. PERFORMANCE STANDARDS

B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall exercise the professional standard of care to comply with all applicable laws, rules, regulations, ordinances and codes. 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. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.



Proposal to Provide Exhibit B
**On-Call
 Traffic Engineering**

Section 3 Resumes of Key Personnel

Team Experience and Qualifications

Our proposed team members were selected for their relevant experience in the discipline areas sought by the City, their proven ability to work as a team, and their availability to serve the City of Monterey on this on-call contract.

Should additional personnel be required to meet any aggressive deadlines or to work on multiple assignments, we have more than 30 other engineers and planners available at our three Bay Area offices. We are able to assign resources, from all of our California offices, quickly and easily, and we always have the resources of the entire firm at our immediate disposal as well. We have the availability to meet the needs of multiple and concurrent assignments based on your needs.

Organization Chart

Frederik Venter, P.E., will be the primary point of contact for all efforts associated with this on-call contract. As the client liaison, Frederik will maintain a broad overview of the ongoing needs and objectives of the City, as well as be very involved in the details of production and delivery. From that perspective, he will be best able to direct staff efforts as needed.

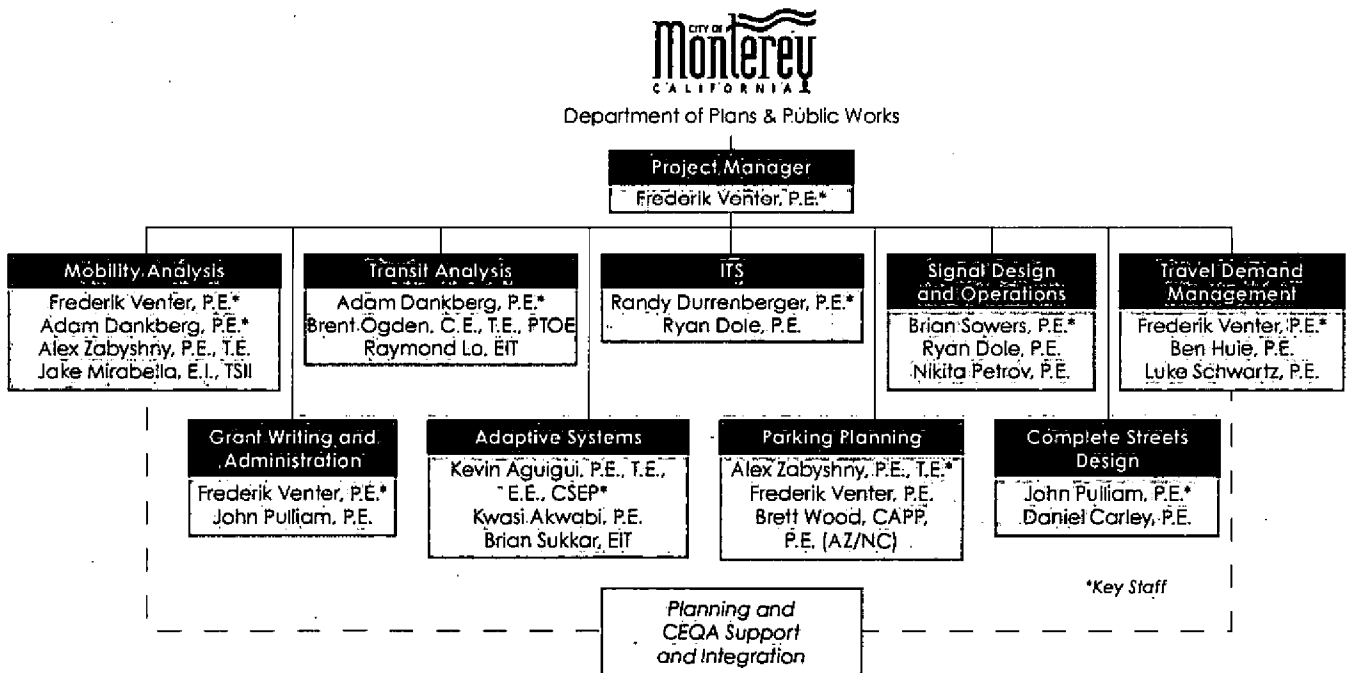
Key Team Resumes

The success of any project depends on the quality of the individuals who make up the project team. We have selected our most talented professionals to serve the City of Monterey. Our local team brings the technical expertise, hands-on experience with similar projects, and a shared commitment to high-quality deliverables and client service. In addition, we can call upon the resources of our 2,000-person firm should the need arise, which allows us to offer clients the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer. Please find our key staff resumes on the following pages.

QC/QA

Kimley-Horn has established a Quality Control/Quality Assurance program to which all project managers and task managers adhere to. QC managers are identified for every project we were on.

Resumes for ALL key personnel listed above (Include where each works)





On-Call Traffic Engineering



Frederik J. Venter, P.E.
 – Salinas and San Jose Offices
Project Manager

Frederik has 25 years of experience as a transportation planner, civil engineer, and traffic engineer. He has been involved in several major transportation and traffic engineering studies in Monterey and throughout the United States. Frederik also has extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the cities and counties, as well as development impact studies. He has extensive experience in Parking management, Travel Demand Management, Traffic impact studies, multimodal analysis, complete streets, survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and concept designs.

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria,
- Bachelor of Science, Civil Engineering, University of Pretoria
- Bachelor of Science, Transportation Engineering, University of Pretoria
- Professional Engineer In California #64621
- American Public Works Association (APWA), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA** – Project Engineer
- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Engineer
- **North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** – QC/QA Reviewer
- **TAMC Commuter Rail Branch Line to Monterey County, Monterey and Santa Clara Count, CA** – Project Engineer
- **State Route 152 Watsonville Roundabout Additional Services, Watsonville, CA** – Project Engineer
- **Windy Hill TDM Measurements, San Carlos** – Project Manager
- **El Camino Real TDM Plan, Mountainview** – Project Manager
- **San Antonio Precise Plan TDM, Mountainview** – Project Manager
- **City of Santa Cruz Parking Analysis, Santa Cruz** – Project Manager

Agreement #: Ag-5138 - Page 61 of 82



Randal R. Durrenberger, P.E. – Oakland Office
ITS

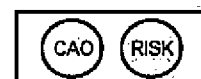
Randy Durrenberger is a senior transportation engineer with 21 years of experience in the planning, design, testing, and implementation of traffic engineering, transit, and ITS projects. He has managed several transit-oriented projects, major freeway management systems, and Intelligent Smart Corridors involving all facets of a project from planning to implementation. His experience includes leading the design of the Monterey-Salinas Transit Bus Rapid Transit, service improvements for AC Transit, ITS strategic plans, Systems Engineering, communications master plans, communications infrastructure design, specifications and field coordination of multiple contractors on various phases of implementation. Randy has also worked with the City of Monterey to establish a citywide communications network for traffic signals, surveillance, and other field equipment.

Professional Credentials

- Master of Science, Civil Engineering, University of Texas, Austin
- Bachelor of Science, Civil Engineering, University of Minnesota
- Professional Engineer In California #65157, Nevada #13989, and Minnesota #50191 (website shows MN expired)
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Monterey Signal System Procurement, Monterey, CA** – Project Manager
- **Monterey On-Call Civil and Traffic Engineering Services, Monterey, CA** – Project Manager
- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Manager
- **AC Transit Line 51** – Project Manager
- **Rancho Cordova ITS Implementation Plan and Design** – Principal-In-Charge (Matt Weir PM)
- **I-80 Integrated Corridor Mobility Project** – Project Manager



Kimley»Horn



On-Call Traffic Engineering



Adam J. Dankberg, P.E.
– Oakland Office
Transit Analysis

Adam has over 10 years of transit operations, multimodal transportation planning, and traffic operations experience. He has worked on a wide variety of projects throughout the Bay Area, northern California, and the state, including multimodal access studies, transit facility planning studies, corridor studies, master plans, and large-scale development studies. Adam's diverse project experience encompassing a range of transit improvement and multimodal project planning, design, and implementation has proven beneficial to a wide variety of transit projects. He is particularly adept at communicating complex technical analysis and design to diverse audiences in order to achieve consensus and buy-in. He is experienced in numerous transportation modeling, analysis, and micro-simulation platforms, as well as ArcView GIS, Adobe Illustrator, and AutoCAD.

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil Engineering, Rice University, Texas
- Bachelor of Arts, Economics, Rice University, Texas
- Professional Engineer in California #70598
- American Society of Civil Engineers (ASCE), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **TAMC Monterey Branch Line Alternatives Analysis, Monterey County, CA** – Project Manager
- **Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA** – Project Manager
- **San Rafael Transit Center Relocation Study, San Rafael, CA** – Project Manager
- **BART Silicon Valley Station Campus Access Study, Santa Clara County, CA** – Task Lead
- **AC Transit East Bay BRT FEIS, Oakland, CA** – Project Engineer
- **I-80 High Capacity Transit Study, Contra Costa County, CA** – Task Lead



Aleksandr Zabyshny, P.E., T.E. – San Jose Office
Mobility Analysis, Parking Planning

Alex brings over 11 years of project management, traffic engineering, and transportation planning experience, specializing in modeling, simulation, and analysis of multimodal transportation networks. Alex is experienced in traffic signal timing and coordination, including transit priority treatments, site access and traffic circulation assessments; preparing traffic impact studies and traffic operations analyses; parking demand analyses; evaluating transportation demand management (TDM) programs; light rail at-grade crossings; and mitigation, monitoring, and reporting programs.

Professional Credentials

- Master of Science, Civil and Environmental Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, California State University, San Jose
- Professional Engineer in California #C71342
- Professional Traffic Engineer in California #TR2367

Relevant Experience

- **Stanford General Use Permit Monitoring Program, Traffic and TDM, County of Santa Clara, CA**
- **City of Palo Alto On-Call**
- **Villages of Laguna San Luis TIA, Merced County, CA**
- **Santa Clara/ Alum Rock BRT Traffic Operations and Parking Assessment, Santa Clara, CA**
- **Central Corridor Transit, Minneapolis – St. Paul, Minnesota**
- **Community School for Music and Art Parking Evaluation, Mountain View, California**





Proposal to Provide
**On-Call
 Traffic Engineering**



Brian E. Sowers, P.E.
 – Pleasanton Office
Signal Design

Brian Sowers has over 19 years of experience focusing on providing a broad range of traffic and civil engineering services to public agencies.

His experience includes signal design (over 100 signals), signal timing and coordination (over 3,000 signals), signal interconnect design, signal system design and evaluation, signing and striping design, street lighting design, minor civil improvement layout and design, pedestrian/bicycle studies, ramp metering studies, traffic operations and safety studies, and analysis and design for Intelligent Transportation Systems (ITS). He has managed a full range of project sizes from small intersection studies to large multi-agency analysis and design projects. He has a long track record of delivering quality and on-time services, resulting in providing a significant amount of repeat services to his clients.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo,
- Professional Engineer in California (#C60296)
- Instructor for UC Berkeley's Institute of Transportation Studies "Advanced Traffic Signal Operations" Course".
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Capitol Expressway ITS Infrastructure and Sidewalks Project (17 intersections), Santa Clara, CA** – Project Manager
- **Imjin Parkway/SR-1 NB Ramps Signal and Interconnect Design, Marina, CA** – Project Manager
- **Oregon Expressway Improvements Project PS&E (8 intersections), Santa Clara County, CA** – Project Manager
- **Lone Tree Way Package 1 & 2 Improvements: Traffic Signal Modifications (7 signals), Lighting Design, and Signing and Striping PS&E, Antioch, CA** – Project Manager
- **Windemere Development Traffic Signal Designs (12 locations), San Ramon, CA** – Deputy Project Manager
- **Various On-Call Services** – Project Manager
 - **Civil and Traffic Engineering On-call Services** – Santa Clara County, CA
 - **Traffic Engineering On-call Services** – Dublin, CA
 - **Civil and Traffic Engineering On-call Services** – Concord, CA

Agreement #: Ag-5138 - Page 63 of 82



Kevin G. Aguigui, P.E., T.E., E.E., CS
 – Oakland Office
Adaptive Systems

With 26 years of experience, Kevin Aguigui is a technical specialist in the evaluation, design, and

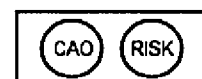
implementation/integration oversight of adaptive traffic control systems and ITS networks. He has evaluated and designed the implementation of numerous adaptive control system software packages including participation in the TRB A318 committee on adaptive systems. Kevin was the systems design lead for the Monterey-Lighthouse BRT project for Monterey-Salinas Transit (MST) in the cities of Monterey and Seaside. Additionally, he has worked on commuter rail systems including Caltrain, which operates on UPRR tracks, where he designed at-grade preemption systems as well as station amenities at key regional transit stations including wayfinding signs and real-time transit information displays.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii
- Professional Civil Engineer in California (#48732)
- Professional Traffic Engineer in California (#1781)
- Professional Electrical Engineer in California (#19888)
- Certified Systems Engineering Professional (CSEP) (#00156)

Relevant Experience

- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Engineer
- **Beach Area Roundabout and Traffic Signal Feasibility Study and Design (aka Santa Cruz Depot Roundabout), Santa Cruz, CA** – Project Engineer
- **Adaptive Control System (Santa Clara County), Sunnyvale, CA** – Project Manager
- **Adaptive Traffic Signal System, Walnut Creek, CA** – Project Manager
- **City of Santa Cruz, Owner's Agent for Procurement of Adaptive Traffic Control System for the Ocean Street Adaptive Traffic Control Project, Santa Cruz, CA** – Project Manager



Kimley»Horn



Proposal to Provide
**On-Call
 Traffic Engineering**



John E. Pulliam, P.E.
 – Pleasanton Office

Complete Streets Design, Grant Writing and Administration

John Pulliam is a Senior Engineer with over 17 years of experience specializing in Roadway and BRT design. He has managed highly complex projects of all types including concept, preliminary, and final designs of BRT systems and street modifications, including Complete/Green Street and roadway widenings and realignments; transit facility design including bus bulb-outs, pads and BRT stations; utility relocation/coordination and design; ADA compliance improvements, detention basins and outfall structures; construction oversight; and general civil engineering. John has managed teams of consultants during design development, construction oversight, integration testing, and operations support. John has successfully written grant proposals, and managed a team of engineers who specialized in grant writing, for federal, state, and local grants, including the Local Highway Bridge Program, Highway Safety Improvement Program, and Safe Routes to School.

Professional Credentials

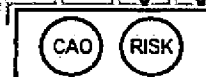
- Bachelor of Science, Civil Engineering (Environmental emphasis), University of Missouri, Columbia
- Bachelor of Arts, Biology, Drury University
- Professional Engineer in California #C68897
- American Public Works Association (APWA), Member

Relevant Experience

- **North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** — Project Manager
- **Regional Transportation System Enhancements Project (RTSEP), San Rafael, CA** — Project Engineer
- **AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/ Oakland, CA** — Project Engineer
- **Community Visioning Implementation and Design (Complete Streets Preliminary Concept), Sonoma, CA** — Project Engineer
- **Carolan Avenue Complete Streets Project Engineering Design Services, Burlingame, CA** — Project Manager
- **East Bay Bus Rapid Transit, Program Management and Construction Management Support Services, Oakland, CA** — Project Engineer

*Task Managers
 Collaboration*

	North Fremont Street	Fresno BRT	Monterey County GP EIR	City of Monterey ITS On Call	Safe Routes to School Capitola	Salinas - Marina Multimodal Corridor	Beach Area FAB	Crystal Springs Upland School TDM	Windy Hill TDM Plan	TDM Plan Menlo Park	Wilson Way TDM
Frederik J. Venter, P.E.	X		X		X	X		X	X	X	
John E. Pulliam, P.E.	X	X				X	X				
Adam Dankberg, P.E.	X	X	X			X					
Randy Durrenberger, P.E.		X		X	X						
Brian Sowers, P.E.		X									X
Kevin Aguigui, P.E., T.E.		X									X
Alex Zabyshny, P.E., T.E.											





Proposal to Provide **On-Call Traffic Engineering**

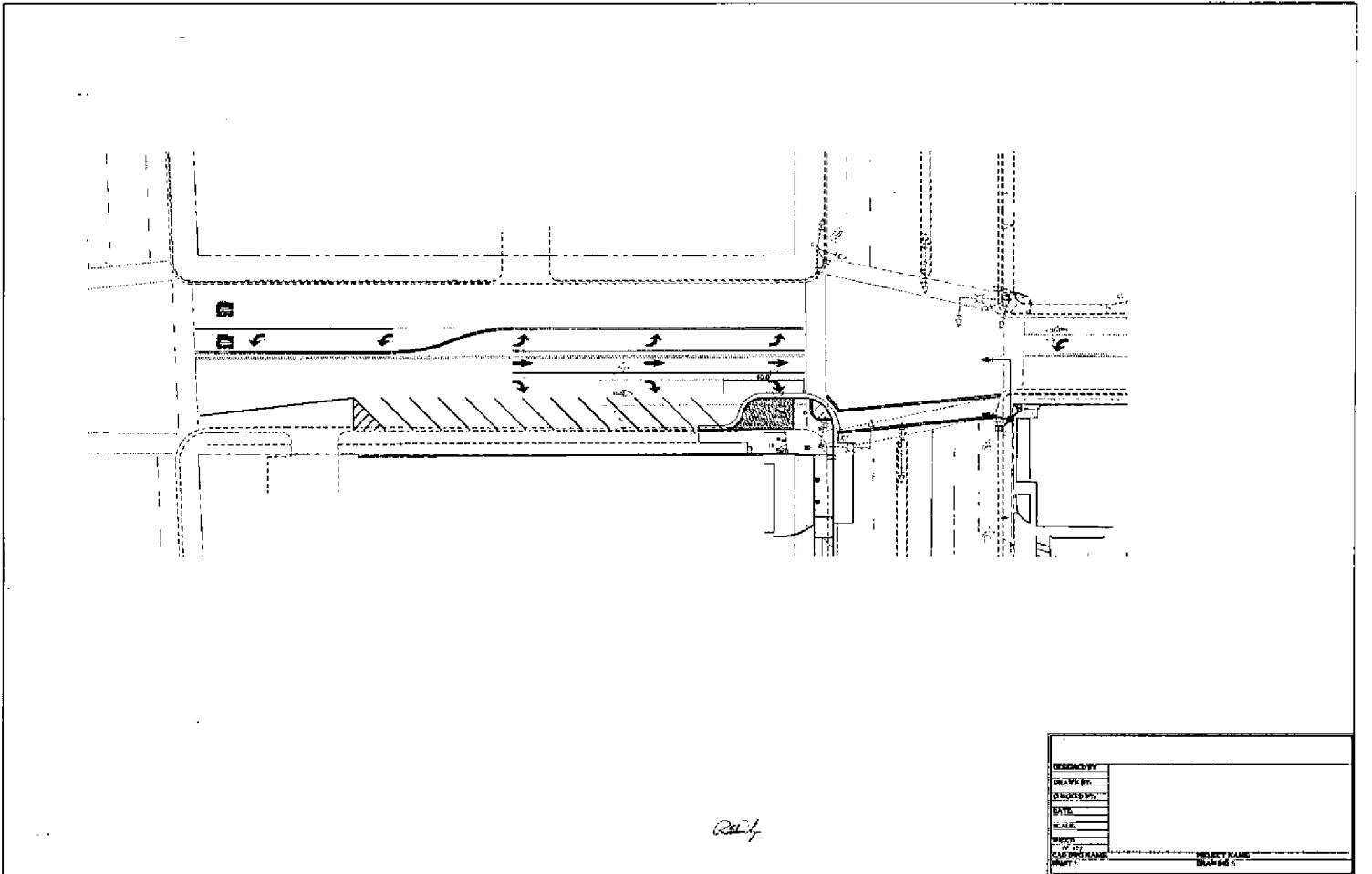
Section 4 Cost Proposal/Fees

Please see separate sealed envelope for cost proposal and fees
(two copies)



Proposal to Provide Exhibit 1:
**On-Call
Traffic Engineering**

Appendix Exhibits

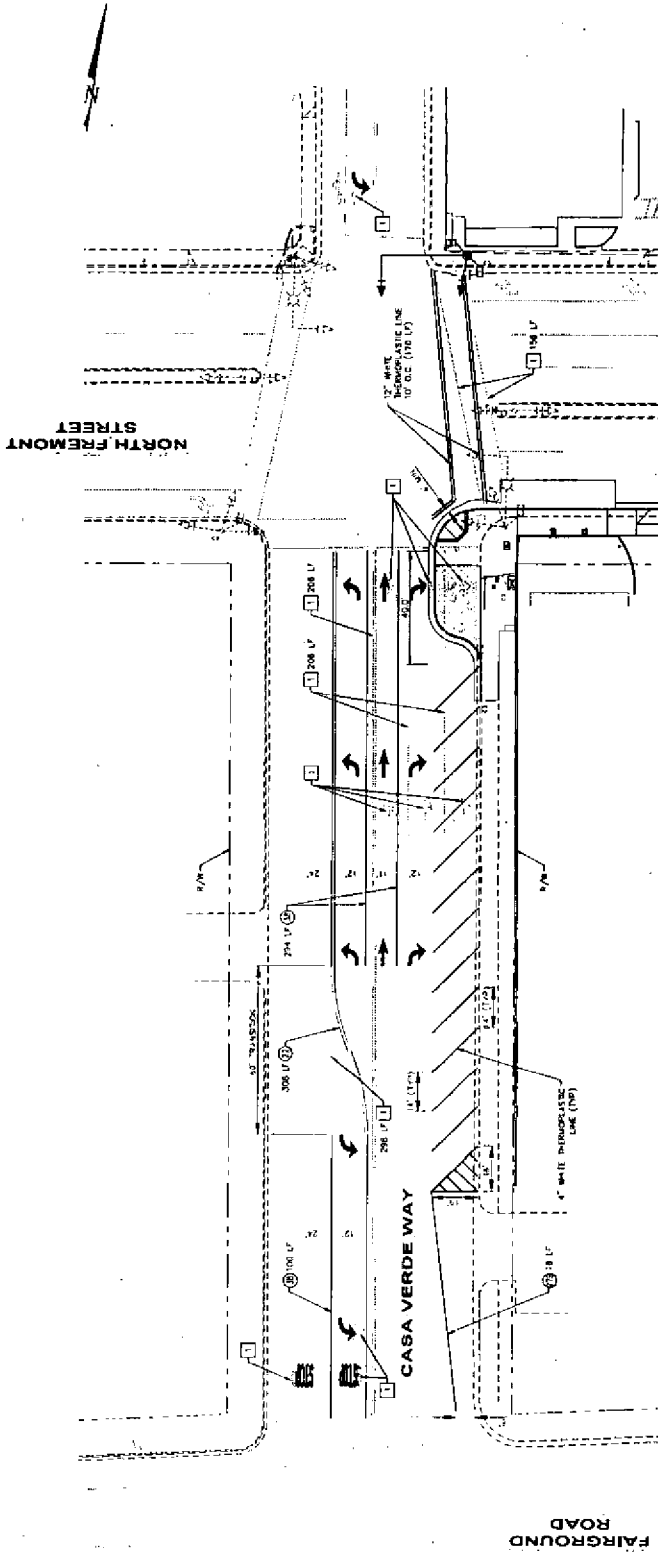


Ref

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
SHEET	
OF 17	
LOADING PLANE	
PROJECT NAME	
DRAWING	

GENERAL NOTES (THIS SHEET ONLY)

1. STOPPING AND PAVEMENT MARKINGS TO CONFORM TO "CHAPTER 7" OF THE 2010 CALIFORNIA MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AND THE CALTRANS STANDARD PLANS DATED MAY 2006.
2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC
3. CONTRACTOR SHALL REMOVE ALL EXISTING STOPPING



STRIPING SCHEDULE (THERMOPLASTIC)

DETAIL	PATTERN OR LEGEND	INSTALL (LF)	REMOVE (LF)
1	DOUBLE YELLOW CENTERLINE	308	310
2	RIGHT EDGE LINE	78	-
3	LANE LINE	334	206
4	LANE LINE	315	289
5	4" WHITE THERMOPLASTIC	170	156

PAVEMENT MARKING SCHEDULE (THERMOPLASTIC)

PATTERN OR LEGEND	INSTALL		REMOVE	
	No.	SQ. FT.	No.	SQ. FT.
TYPE IV (L)	6	90	3	45
TYPE IV (R)	3	45	2	30
TYPE I	3	75	2	50
TYPE VII (L)	-	-	1	27
STOP	2	44	2	44

- LEGEND**
- ⊙ INSTALL STRIPING FOR CALTRANS DETAILS 420A-420D
 - ⊖ EXISTING STRIPING/PAVEMENT MARKING
 - PROPOSED STRIPING/PAVEMENT MARKING
- CONSTRUCTION NOTES (THIS SHEET ONLY)**
- 1 REMOVE EXISTING STRIPING OR PAVEMENT MARKING.

MONTEREY - SALINAS TRANSIT
 MONTEREY BAY BUS RAPID TRANSIT
 NORTH FREMONT ST
 AT CASA VERDE WAY

SIGNING AND MARKING PLAN

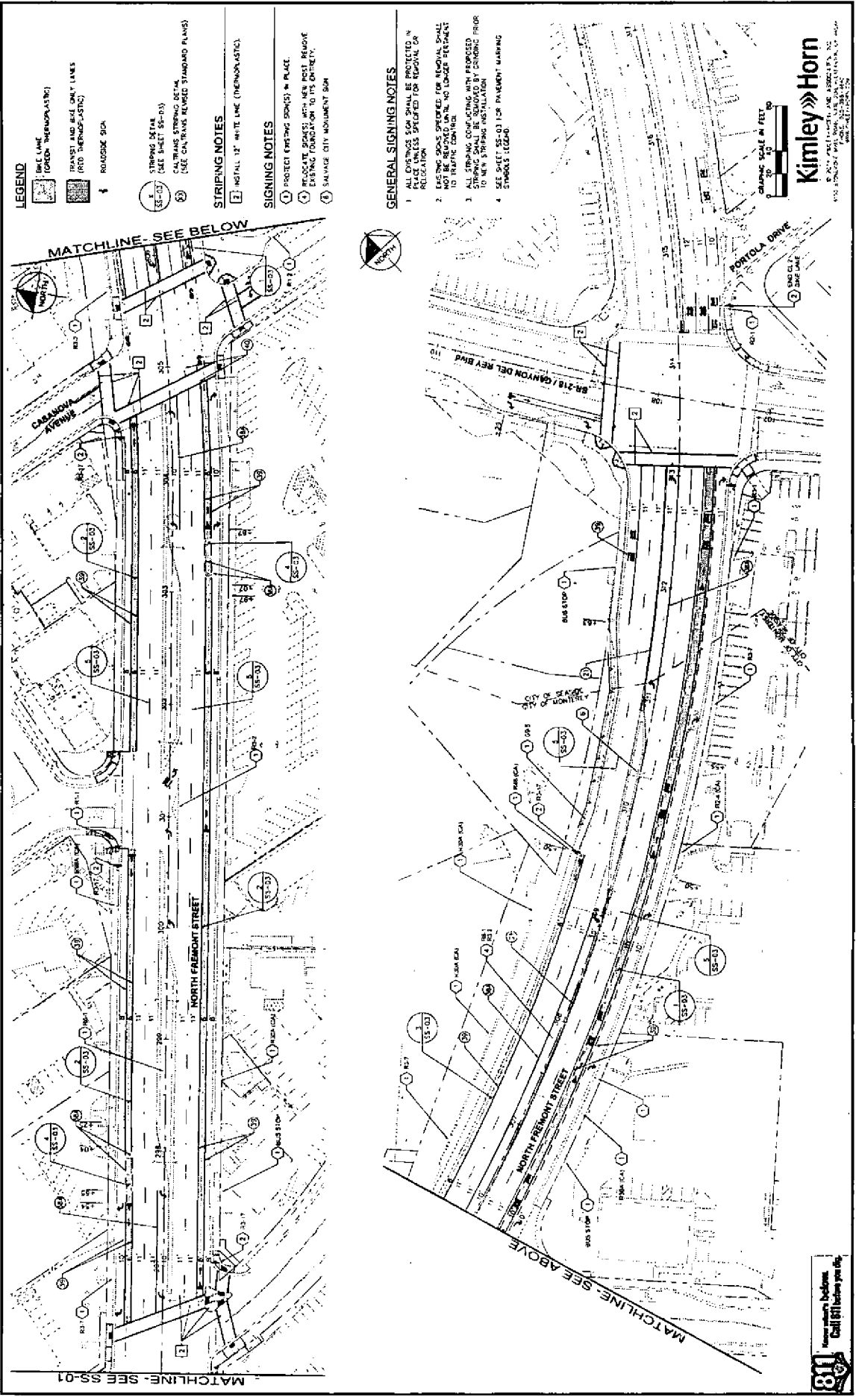
APPROVED: _____
 DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____
 SHEET: _____

Kimley-Horn and Associates, Inc.
 1000 City Street, Suite 300
 Berkeley, California 94702
 Tel: 916.733.0773
 Fax: 916.733.0808

100% PLANS
 FOR CONSTRUCTION
 JULY 2012

GRAPHIC SCALE
 1" = 40' (1:40)

Sheet



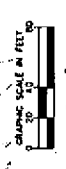
LEGEND
GREEN LINE
(GREEN THERMOPLASTIC)
TRANSIT AND BICYCLE LINES
(RED THERMOPLASTIC)
ROADSIDE SIGN

STRIPING DETAIL
(SEE SHEET SS-03)
CALL TRANS STRIPING DETAIL
(SEE CALL TRANS REVERSED STANDARD PLANS)

STRIPING NOTES
1 INSTALL 12" WHITE LINE (THERMOPLASTIC)

SIGNING NOTES
1 PROJECT EXISTING SIGN(S) & PLACE.
2 RELOCATE SIGN(S) WITH NEW POST REMOVE EXISTING FOUNDATION TO ITS ENTIRETY.
3 SALVAGE CITY MONUMENT SIGN

GENERAL SIGNING NOTES
1 ALL SIGNINGS SHOWN ON THIS SHEET ARE SUBJECT TO CHANGES SUPPLIED FOR REGIONAL OR REGULATION.
2 EXISTING SIGNS SPECIFIED FOR REGIONAL SHALL NOT BE RELOCATED UNLESS NO LONGER PERTINENT TO PLACING CONTROL.
3 ALL STRIPING COEXISTING WITH EXISTING STRIPING SHALL BE MAINTAINED UNTIL NEW STRIPING IS INSTALLED.
4 SEE SHEET SS-03 FOR PAVEMENT MARKING SYMBOLS LEGEND.



Kimley»Horn
KIMLEY-HORN ASSOCIATES, INC.
3150 CENTRAL EXPRESSWAY, SUITE 100
DALLAS, TEXAS 75201
TEL: (972) 420-1100
WWW.KIMLEY-HORN.COM

SIGNING AND STRIPING PLANS
NORTH FREMONT STREET TRANSIT, BICYCLE AND
PEDESTRIAN NETWORK IMPROVEMENTS PROJECT
CITY OF MONTEREY

DATE:	REVISION:	APPROVED FOR SUBMITTAL:	CITY ENGINEER (LOCAL)

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
Daniel Pook
Deputy City Manager

Agenda # 1950 31- Page 49 of 102

SS-02
SHEET



Proposal to Provide
**On-Call
 Traffic Engineering**



J. Brett Wood, CAPP, P.E.
 (AZ/NC) – Phoenix Office
Parking Planning

Brett has over 11 years of extensive experience in parking demand and management analysis, including supply and demand evaluations,

parking operations management, and strategic parking planning for downtown areas, larger communities, universities, and medical campuses. Brett led the development of a unique software application, Park+, which helps municipalities monitor changes to parking demand based on development intensity, transportation mode choices, and zoning changes. Over the past three years, Brett has implemented variations of this platform in more than 25 municipalities, universities, and medical campuses throughout the country.

Professional Credentials

- Master of Science, Civil Engineering, University of Alabama
- Bachelor of Science, Civil Engineering, University of Alabama
- Professional Engineer in Arizona # 52197 and North Carolina #034469
- Certified Administrator of Public Parking
- International Parking Institute
- Southwest Parking Association

Relevant Experience

- **Downtown Salinas Vibrancy Plan, Salinas, CA** – Project Engineer
- **Lower Pacific Avenue Parking Study, Santa Cruz, CA** – Project Engineer
- **Santa Cruz Downtown Parking Model, Santa Cruz, CA** – Project Engineer
- **South Lake Tahoe Parking Solutions Study, South Lake Tahoe, CA** – Project Manager
- **SANDAG Parking Management Toolbox, San Diego, CA** – Project Manager
- **Beverly Hills Park+ Model, Beverly Hills, CA** – Project Manager



Brent Ogden, P.E., T.E., PTOE – Oakland Office
Transit Analysis

Brent is a professional civil engineer with more than 40 years of experience leading and participating in a wide variety of transportation

projects ranging from preliminary feasibility studies to final design. A registered traffic engineer, Brent has special expertise in grade crossing safety. His experience in public transport includes general planning and operational analysis for bus/BRT, LRT, heavy rail mass transit as well as commuter/intercity conventional rail services and high-speed trains. He also has lead conceptual design and preliminary engineering for a wide range of transit facilities including busways, rail, stations and multi-modal facilities.

Professional Credentials

- Master of Architecture, Architecture, University of California, Berkeley, 1977
- Bachelor of Science, Civil and Geological Engineering, Princeton University, 1973
- Professional Civil Engineer in California #32017
- Professional Traffic Engineer in California #1391
- Professional Transportation Operations Engineer #1182
- Institute of Transportation Engineers (ITE), Fellow
- National Committee on Uniform Traffic Control Devices, Member

Relevant Experience

- **2018 California State Rail Plan, sub to AECOM, Statewide, CA** – Project Manager
- **California Public Utilities Commission (CPUC), Railroad Crossing Inventory and Field Survey, sub to RSE, Statewide, CA** – Task Manager
- **Los Angeles County Grade Crossing and Corridor Safety Program, sub to AECOM, Los Angeles County, CA** – Project Manager
- **Transit Center, Scotts Valley, CA** – Principal in Charge*
- **Downtown Transit Center, Mountain View, CA** – Project Manager*
- **Route 68 Project, Monterey, CA** – Lead Traffic Engineer*

* prior to Kimley-Horn



Proposal to Provide
**On-Call
 Traffic Engineering**



Daniel C. Carley, P.E.
 – Pleasanton Office
Complete Streets Design

Daniel is a professional engineer with over eight years of specialized experience in municipal and State roadway design. He has been involved with several types of projects from planning to preliminary engineering, final PS&E for roadway modifications, BRT systems, complete streets, roundabouts, and freeway interchanges. Daniel has been involved with developing design alternatives, estimates of probable cost, specifications, and final construction plans. He is well versed in applicable design standards and guidelines, including ADA guidelines, Caltrans' HDM and Standard Plans, AASHTO design guidelines, and the California MUTCD.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in California #76304
- American Society of Civil Engineers (ASCE), Member

Relevant Experience

- **North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** – Project Engineer
- **Carolan Avenue Complete Streets Project, Burlingame, CA** – Project Engineer
- **Beach Area Roundabout and Traffic Signal Feasibility Study and Design, Santa Cruz, CA** – Project Engineer
- **I-880/SR-92 Reliever Route - Phase I Project, Hayward, CA** – Project Engineer
- **Dougherty Road Improvements (Sierra Lane to North City Limit) and Final Design, Dublin, CA** – Project Engineer
- **AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/ Oakland, CA** – Project Engineer
- **Agoura Road Widening Project (Complete Streets), Agoura Hills, CA** – Project Engineer
- **Santa Clara County Page Mill/I-280 Multimodal Operations Study, Los Altos Hills, CA** – Project Engineer



Benjamin Huie, P.E.
 – Pleasanton Office
Travel Demand Management

Benjamin Huie is a transportation engineer with more than eight years of experience in traffic impact studies, traffic signal design plans, freeway congestion performance monitoring, ramp metering plan development, speed surveys, roadway design projects, and safe routes to school projects. In addition to his technical expertise, Benjamin is a task manager who delegates project tasks, manages project accounting, handles project scheduling, and manages internal and external clients. Benjamin is skilled in the latest versions of Traffix, Synchro, Highway Capacity Software, FreQ, AutoCAD, and Microsoft Office.

Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley
- Professional Engineer in California #C76682

Relevant Experience

- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Engineer
- **Downtown Watsonville Road Diet Project Analysis, Watsonville, CA** – Project Engineer
- **Sunnyvale, On-Call Traffic Engineering Consulting Services 2012-2015, Sunnyvale, CA** – Project Engineer
- **Clipper Consultant Assistance Program (On-call), Oakland, CA** – Project Engineer
- **Los Gatos Housing Element (HE) Update 2012, Los Gatos, CA** – Project Engineer
- **Public Participation Plan (PPP)/VTA LEP Program, Santa Clara County, CA** – Project Engineer
- **Citywide Gateway General Plan Queuing Evaluation/Study, Pleasanton, CA** – Project Engineer





Proposal to Provide
On-Call
Traffic Engineering



Jacob Mirabella, E.I.T., TSII – San Jose Office
Mobility Analysis

Jacob specializes in developing traffic models and conducting traffic analysis studies. He has aided in traffic/pedestrian safety studies, traffic signal timing studies, and traffic impact analysis. He has direct experience in determining levels of service and operations for signalized/un-signalized intersections and roadway segments, as well as identifying alternatives that will lead to safety and operations improvements.

Professional Credentials

- Master of Science, Civil Engineering/Transportation, University of South Florida, Tampa, FL, 2013
- Bachelor of Science, Civil Engineering / Concentration: Structural Engineering, University of South Florida, Tampa, FL, 2012
- Engineer-in-Training, Florida #1100018644
- Traffic Signals Level II Certification, International Municipal Signal Association (IMSA)
- Institute of Transportation Engineers (ITE), Member
- International Municipal Signal Association, Member

Relevant Experience

- **California Flats Traffic Impact Analysis, Monterey, CA** – Analyst
- **Complete Streets Grant Application, Monterey, CA** – Analyst
- **Santa Cruz Corridors Project, Santa Cruz, CA** – Analyst
- **Warm Springs Last Mile, Fremont, CA** – Analyst
- **Enterprise Way EIR, Scotts Valley, CA** – Analyst
- **Stringer Traffic Impact Analysis, Tracy, CA** – Analyst



Luke J. Schwartz, P.E.
 – Oakland Office
Travel Demand Management

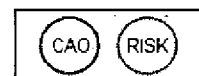
Luke is a licensed civil engineer in California, with over eight years of transportation planning and traffic engineering experience working on a wide variety of projects with private and public sector clients throughout Northern California. With a focus on urban transportation systems and multi-modal planning, he has specialized expertise involving area plans, trip generation research for urban infill development, transportation demand management planning, corridor planning, active transportation improvement projects, traffic impact and parking studies for urban and suburban development, traffic operations modeling, and other major transportation projects. Luke has a broad range of technical skills and is proficient in the latest versions of AutoCAD, Synchro, SimTraffic, Traffix, HCS, SIDRA Intersection, ArcGIS, Adobe Illustrator.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, 2007
- Professional Civil Engineer in California #79837
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA** – Project Engineer
- **Downtown Watsonville Road Diet Project Analysis, Watsonville, CA** – Project Engineer
- **1300 El Camino Real Development** – Transportation Demand Management Plan, Menlo Park, CA – Project Engineer
- **Downtown San Leandro TOD Strategy, San Leandro, CA** – Project Engineer
- **Carmel Valley Road Corridor Study, Monterey County, CA** – Project Engineer
- **851 Main Street Mixed Use Development** – Transportation Demand Management Plan, Redwood City, CA – Project Manager





Proposal to Provide
**On-Call
 Traffic Engineering**



Nikita Petrov, P.E. –
 Pleasanton Office
Signal Design and Operations

Nikita brings eight years of practical work experience in traffic engineering and transportation planning. He specializes in signal

design as well as signal timing and operations, and has worked on over 60 signal design, signal modifications, and signing and striping projects. Additionally, he developed signal timing and coordination plans for over 2,000 signals throughout the Bay Area. Nikita also has experience working with projects that involve capacity analysis, signal warrant studies, accident analysis, traffic impact studies, signal design, interconnect, and fiber interconnect design. He is proficient with Synchro, VISSIM, AutoCAD, AGI32, and has strong working knowledge and practical experience with different signal controllers and communication technologies.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Los Angeles
- Professional Engineer in California #C80570

Relevant Experience

- SR1 at Imjin Traffic Signal Design, Marina, CA
- Del Monte Boulevard and Beach Road Traffic Signal and Lighting Design, Marina, CA
- Oregon Expressway Improvements Project PS&E (7 locations), Santa Clara County/Palo Alto, CA
- Capitol Expressway ITS Infrastructure and Sidewalks Improvements Project (17 locations), Santa Clara County, CA
- CCAG Incident Response Timing, various Cities in San Mateo County, CA
- Program for Arterial System Synchronization (PASS) 2010/11, 2011/12 and 2012/13, 2013/14, 2014/15, Bay Area, CA



Ryan J. Dole, P.E. –
 Oakland Office
Signal Design and Operation

Ryan Dole is a transportation engineer with over nine years of experience in roadway and ITS design for freeways, arterials, traffic signals,

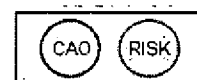
and signal operations. His ITS and traffic signal systems experience includes data collection, planning and design of interconnect/communications networks, analysis and development of Synchro models, adaptive traffic management systems, CCTVs, transit signal priority, potential cycle lengths, ramp metering, and vehicle detection systems. Ryan has extensive experience developing PS&E construction documents as well as preparing ITS technology evaluations and strategic plans. He is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and ArcGIS.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, 2006
- Professional Engineer in California #75749

Relevant Experience

- Monterey On-Call Civil and Traffic Engineering Services, Monterey, CA – Analyst
- Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA – Project Engineer
- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – Traffic Signal Design Lead
- ITS Deployment in the Oakland Airport-Coliseum Area, Oakland, CA – Analyst
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – Analyst
- iGrant Road Adaptive Traffic Signal System, Mountain View, CA – Project Engineer





Proposal to Provide EXHIBIT B
**On-Call
 Traffic Engineering**



Kwasi Akwabi, P.E.
 – Oakland Office
Adaptive Systems

Kwasi Akwabi is a civil engineer with more than 11 years of experience specializing in traffic signal design and arterial ITS projects. He has specialized experience in adaptive traffic signal system design, traffic operations, signal design and modification, signal interconnect design, and ITS design throughout various municipalities and jurisdictions in and around the San Francisco Bay Area. Kwasi is proficient in AutoCAD, MicroStation, and Synchro.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis, 2004
- Professional Engineer in California (#73863)

Relevant Experience

- **Grant Road Adaptive Signal System, Mountain View, CA** – Design Lead and Project Manager
- **Sand Hill Road Interconnect and Adaptive Signal System, Menlo Park, CA** – Project Manager
- **Wilson Way Adaptive Traffic Signal Control System, Stockton, CA** – Lead Project Engineer
- **March Lane Adaptive Traffic Signal Control System, Stockton, CA** – Lead Project Engineer
- **Ocean Street Adaptive Traffic Signal Control System, Santa Cruz, CA** – Project Engineer
- **Traffic Signal Interconnect and Coordination Projects – Santa Clara, CA** – Project Engineer



Raymond Y. Lo, EIT
 – San Jose Office
Transit Analysis

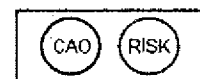
Raymond has five years of professional experience in transit operations, planning, and development. Raymond supports the transportation planning, transit and environmental planning groups at Kimley-Horn in the San Jose and Salinas offices. Recent examples of his work also include supporting the production of a Request for Proposals (RFP) for shuttle services at the San Diego Airport, developing an alternative fuel strategy for Long Beach Transit, and improving the service operations for Miami Dade Transit. He is also currently working on the Santa Cruz Corridors Complete Street project. Raymond is well versed in technical writing for transit service contracts and environmental documentation pursuant to local agency, state, and federal mandates.

Professional Credentials

- Master of Science, Civil and Environmental Engineering, University of California, Berkeley
- Bachelor of Science, Environmental Engineering, University of California, Berkeley
- Engineer-in-Training (EIT) #145959

Relevant Experience

- **Santa Cruz Corridors Complete Streets, Santa Cruz, CA** — Analyst
- **MTC Ramp metering monitoring** — Analyst
- **TAM-Transportation System Monitoring, Marin County, CA** — Task Manager
- **South Bay Bus Rapid Transit (BRT) CEQA-EIR, San Diego, CA** — Analyst
- **Anaheim Rapid Connection (ARC) Streetcar, Anaheim, CA** — Analyst
- **Big Blue Bus Expo Integration Study, Santa Monica, CA** — Analyst
- **San Diego Uptown Streetcar Feasibility Study, San Diego, CA** — Analyst
- **North UTC/Sorrento Valley Transit Study, San Diego, CA** — Analyst





Proposal to Provide
**On-Call
Traffic Engineering**



Brian Sukkar, EIT
– Pleasanton Office
Adaptive Systems

Brian Sukkar is an analyst focused on the practice of transportation engineering. Over the last three years he has been involved in transportation projects throughout the San Francisco Bay Area and San Luis Obispo County, ranging from minor intersection-specific traffic studies to large scale multi-agency signal timing projects. He specializes in traffic signal operations and design, ITS design, traffic engineering studies, and minor roadway design.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo.
- Engineer-in-Training (EIT) #145758
- Institute of Transportation Engineers (ITE), Member.

Relevant Experience

City of Menlo Park – Kadence Adaptive System.

Brian programmed and developed the base signal timing for ten traffic signals that are to run the Kadence Adaptive system along El Camino Real.

City of Walnut Creek – PASS 2014-15 Traffic Responsive System

Brian helped develop traffic responsive signal timing plans for the city of Walnut Creek along Ygnacio Valley Road and Treat Boulevard.

City of San Rafael – Traffic On-call.

Working at the City of San Rafael office, Brian assisted engineering staff by performing traffic calming studies, pedestrian crosswalk reviews, traffic controller programming, and traffic controller cabinet bench testing.

County of San Mateo – SMART Corridors Incident Response Signal Timing

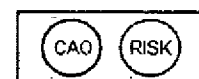
Brian developed numerous incident response traffic signal timing patterns to be used on parallel arterials in the event of a major bottleneck along route 101 in San Mateo County.

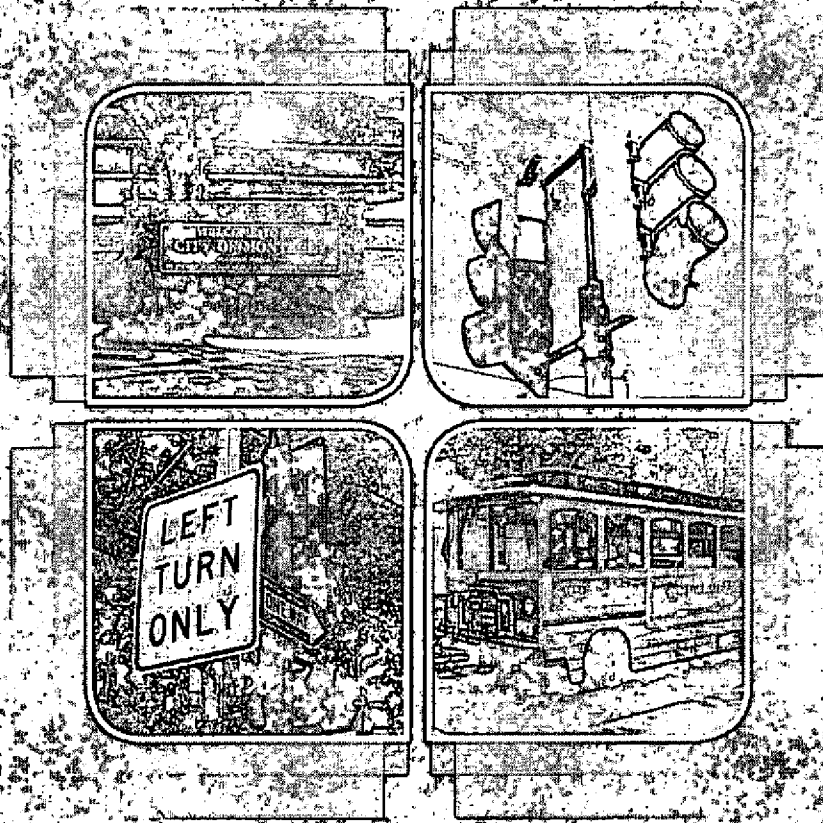
City of Antioch – PASS 2014-15

Brian developed traffic signal coordination patterns to be used along Auto Mall Drive during the AM, Midday, and PM peak periods of a standard weekday.

Levi's Stadium – Traffic Signal Timing

Brian field fine-tuned special event traffic signal operations on Great America Parkway during two of the first major events to be hosted at Levi's Stadium.





Contact:

Frederik Venter, P.E.

frederikventer@kimley-horn.com

Kimley-Horn and Associates, Inc.

6 Quail Run Circle

Suite 102

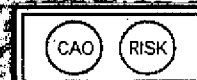
Salinas, CA 93907

Phone: 831-783-0352

www.kimley-horn.com

Kimley»Horn

Expect More Experience. Select.





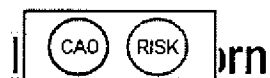
Proposal to Provide
On-Call
 Traffic Engineering

Cost Proposal/Fees

City of Monterey Traffic Engineering On-Call 2015-2018

Category	Fully Burdened Hourly Rates		
	2016	2017	2018
Project Manager	\$275 - \$295	\$285 - \$310	\$295 - \$325
Sr. Professional II	\$255 - \$295	\$265 - \$310	\$280 - \$325
Sr. Professional I	\$210 - \$250	\$220 - \$260	\$230 - \$270
Professional II	\$165 - \$200	\$170 - \$210	\$180 - \$220
Professional I	\$135 - \$160	\$140 - \$170	\$145 - \$180
Analyst	\$110 - \$130	\$130 - \$140	\$125 - \$145
Sr. Technical Support	\$130 - \$170	\$135 - \$175	\$140 - \$180
Technical Support	\$100 - \$125	\$110 - \$130	\$115 - \$135
Sr. Administrative Support	\$105 - \$130	\$110 - \$135	\$115 - \$140
Administrative Support	\$75 - \$100	\$80 - \$105	\$85 - \$110

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, Travel Expenses, and Subconsultant Costs will be billed at actual rate + 5%. Mileage will be billed at the current Federal Rate.





Proposal to Provide
On-Call
 Traffic Engineering

Cost Proposal/Fees

City of Monterey Traffic Engineering On-Call 2015-2018

Category	Fully Burdened Hourly Rates		
	2016	2017	2018
Project Manager	\$275 - \$295	\$285 - \$310	\$295 - \$325
Sr. Professional II	\$255 - \$295	\$265 - \$310	\$280 - \$325
Sr. Professional I	\$210 - \$250	\$220 - \$260	\$230 - \$270
Professional II	\$165 - \$200	\$170 - \$210	\$180 - \$220
Professional I	\$135 - \$160	\$140 - \$170	\$145 - \$180
Analyst	\$110 - \$130	\$130 - \$140	\$125 - \$145
Sr. Technical Support	\$130 - \$170	\$135 - \$175	\$140 - \$180
Technical Support	\$100 - \$125	\$110 - \$130	\$115 - \$135
Sr. Administrative Support	\$105 - \$130	\$110 - \$135	\$115 - \$140
Administrative Support	\$75 - \$100	\$80 - \$105	\$85 - \$110

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, Travel Expenses, and Subconsultant Costs will be billed at actual rate + 5%. Mileage will be billed at the current Federal Rate.



Proposal to Provide
**On-Call
 Traffic Engineering**

Section 3 Resumes of Key Personnel

Team Experience and Qualifications

Our proposed team members were selected for their relevant experience in the discipline areas sought by the City, their proven ability to work as a team, and their availability to serve the City of Monterey on this on-call contract.

Should additional personnel be required to meet any aggressive deadlines or to work on multiple assignments, we have more than 30 other engineers and planners available our three Bay Area offices. We are able to assign resources, from all of our California offices, quickly and easily, and we always have the resources of the entire firm at our immediate disposal as well. We have the availability to meet the needs of multiple and concurrent assignments based on your needs.

Organization Chart

Frederik Venter, P.E., will be the primary point of contact for all efforts associated with this on-call contract. As the client liaison, Frederik will maintain a broad overview of the ongoing needs and objectives of the City, as well as be very involved in the details of production and delivery. From that perspective, he will be best able to direct staff efforts as needed.

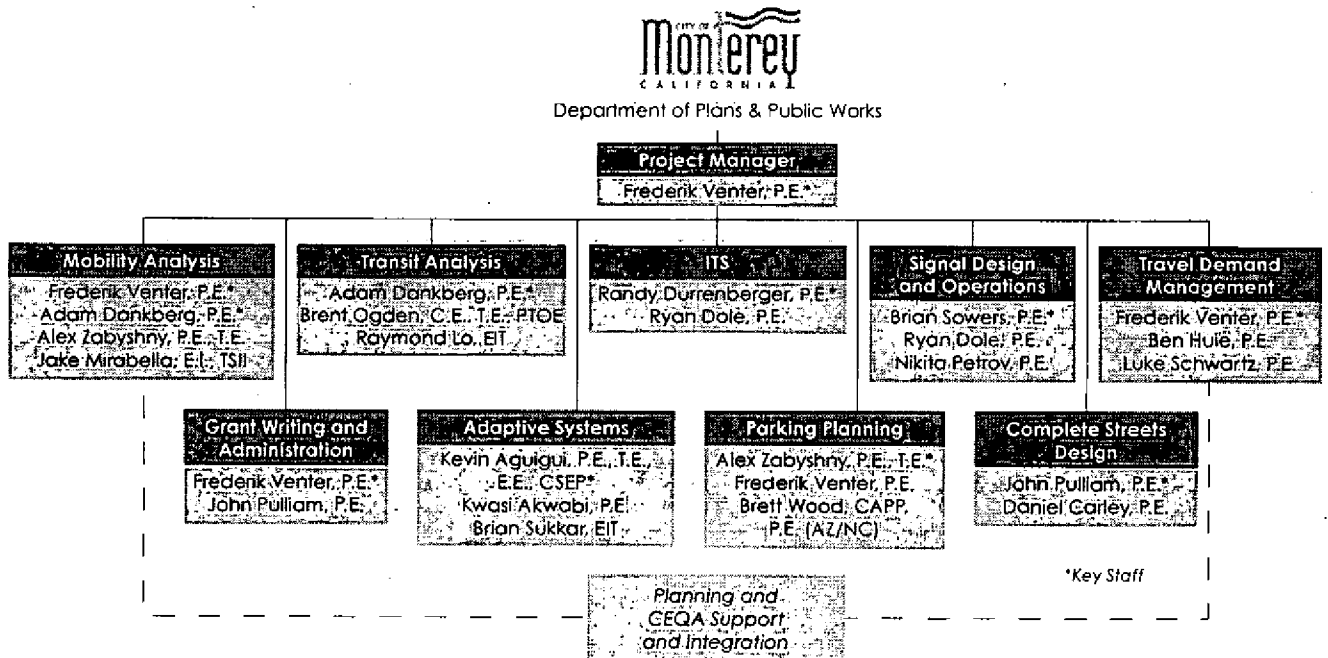
Key Team Resumes

The success of any project depends on the quality of the individuals who make up the project team. We have selected our most talented professionals to serve the City of Monterey. Our local team brings the technical expertise, hands-on experience with similar projects, and a shared commitment to high-quality deliverables and client service. In addition, we can call upon the resources of our 2,000-person firm should the need arise, which allows us to offer clients the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer. Please find our key staff resumes on the following pages.

QC/QA

Kimley-Horn has established a Quality Control/Quality Assurance program to which all project managers and task managers adhere to. QC managers are identified for every project we were on.

Resumes for ALL key personnel listed above (Include where each works)





Proposal to Provide Exhibit B

On-Call Traffic Engineering



Frederik J. Venter, P.E.
– Salinas and San Jose Offices
Project Manager

Frederik has 25 years of experience as a transportation planner, civil engineer, and traffic engineer. He has been involved in several

major transportation and traffic engineering studies in Monterey and throughout the United States. Frederik also has extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the cities and counties, as well as development impact studies. He has extensive experience in Parking management, Travel Demand Management, Traffic impact studies, multimodal analysis, complete streets, survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and concept designs.

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria.
- Bachelor of Science, Civil Engineering, University of Pretoria
- Bachelor of Science, Transportation Engineering, University of Pretoria
- Professional Engineer in California #64621
- American Public Works Association (APWA), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA** – Project Engineer
- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Engineer
- **North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** – QC/QA Reviewer
- **TAMC Commuter Rail Branch Line to Monterey County, Monterey and Santa Clara Count, CA** – Project Engineer
- **State Route 152 Watsonville Roundabout Additional Services, Watsonville, CA** – Project Engineer
- **Windy Hill TDM Measurements, San Carlos** – Project Manager
- **El Camino Real TDM Plan, Mountainview** – Project Manager
- **San Antonio Precise Plan TDM, Mountainview** – Project Manager
- **City of Santa Cruz Parking Analysis, Santa Cruz** – Project Manager

Agreement #: Ag-5138 - Page 79 of 82



Randal R. Durrenberger, P.E. – Oakland Office
ITS

Randy Durrenberger is a senior transportation engineer with 21 years of experience in the

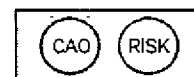
planning, design, testing, and implementation of traffic engineering, transit, and ITS projects. He has managed several transit-oriented projects, major freeway management systems, and Intelligent Smart Corridors involving all facets of a project from planning to implementation. His experience includes leading the design of the Monterey-Salinas Transit Bus Rapid Transit, service improvements for AC Transit, ITS strategic plans, Systems Engineering, communications master plans, communications infrastructure design, specifications and field coordination of multiple contractors on various phases of implementation. Randy has also worked with the City of Monterey to establish a citywide communications network for traffic signals, surveillance, and other field equipment.

Professional Credentials

- Master of Science, Civil Engineering, University of Texas, Austin
- Bachelor of Science, Civil Engineering, University of Minnesota
- Professional Engineer in California #65157, Nevada #13989, and Minnesota #50191 (website shows MN expired)
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- **Monterey Signal System Procurement, Monterey, CA** – Project Manager
- **Monterey On-Call Civil and Traffic Engineering Services, Monterey, CA** – Project Manager
- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Manager
- **AC Transit Line 51** – Project Manager
- **Rancho Cordova ITS Implementation Plan and Design** – Principal-In-Charge (Matt Weir PM)
- **I-80 Integrated Corridor Mobility Project** – Project Manager



Kimley»Horn



Proposal to Provide **On-Call Traffic Engineering**



Adam J. Dankberg, P.E.
 – Oakland Office
Transit Analysis

Adam has over 10 years of transit operations, multimodal transportation planning, and traffic operations experience. He has worked on a wide variety of projects throughout the Bay Area, northern California, and the state, including multimodal access studies, transit facility planning studies, corridor studies, master plans, and large-scale development studies. Adam's diverse project experience encompassing a range of transit improvement and multimodal project planning, design, and implementation has proven beneficial to a wide variety of transit projects. He is particularly adept at communicating complex technical analysis and design to diverse audiences in order to achieve consensus and buy-in. He is experienced in numerous transportation modeling, analysis, and micro-simulation platforms, as well as ArcView GIS, Adobe Illustrator, and AutoCAD.

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil Engineering, Rice University, Texas
- Bachelor of Arts, Economics, Rice University, Texas
- Professional Engineer in California #70598
- American Society of Civil Engineers (ASCE), Member
- Institute of Transportation Engineers (ITE), Member

Relevant Experience

- TAMC Monterey Branch Line Alternatives Analysis, Monterey County, CA – Project Manager
- Marina-Salinas Multi-Modal Corridor Plan (Study), Monterey County, CA – Project Manager
- San Rafael Transit Center Relocation Study, San Rafael, CA – Project Manager
- BART Silicon Valley Station Campus Access Study, Santa Clara County, CA – Task Lead
- AC Transit East Bay BRT FEIS, Oakland, CA – Project Engineer
- I-80 High Capacity Transit Study, Contra Costa County, CA – Task Lead



Aleksandr Zabyshny, P.E., T.E. – San Jose Office
Mobility Analysis, Parking Planning

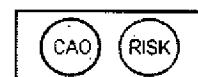
Alex brings over 11 years of project management, traffic engineering, and transportation planning experience, specializing in modeling, simulation, and analysis of multimodal transportation networks. Alex is experienced in traffic signal timing and coordination, including transit priority treatments, site access and traffic circulation assessments; preparing traffic impact studies and traffic operations analyses; parking demand analyses; evaluating transportation demand management (TDM) programs; light rail at-grade crossings; and mitigation, monitoring, and reporting programs.

Professional Credentials

- Master of Science, Civil and Environmental Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, California State University, San Jose
- Professional Engineer in California #C71342
- Professional Traffic Engineer in California #TR2367

Relevant Experience

- Stanford General Use Permit Monitoring Program, Traffic and TDM, County of Santa Clara, CA
- City of Palo Alto On-Call
- Villages of Laguna San Luis TIA, Merced County, CA
- Santa Clara/ Alum Rock BRT Traffic Operations and Parking Assessment, Santa Clara, CA
- Central Corridor Transit, Minneapolis - St. Paul, Minnesota
- Community School for Music and Art Parking Evaluation, Mountain View, California





Proposal to Provide
**On-Call
 Traffic Engineering**



Brian E. Sowers, P.E.
 – Pleasanton Office
Signal Design

Brian Sowers has over 19 years of experience focusing on providing a broad range of traffic and civil engineering services to public agencies.

His experience includes signal design (over 100 signals), signal timing and coordination (over 3,000 signals), signal interconnect design, signal system design and evaluation, signing and striping design, street lighting design, minor civil improvement layout and design, pedestrian/bicycle studies, ramp metering studies, traffic operations and safety studies, and analysis and design for Intelligent Transportation Systems (ITS). He has managed a full range of project sizes from small intersection studies to large multi-agency analysis and design projects. He has a long track record of delivering quality and on-time services, resulting in providing a significant amount of repeat services to his clients.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo,
- Professional Engineer in California (#C60296)
- Instructor for UC Berkeley's Institute of Transportation Studies "Advanced Traffic Signal Operations" Course.
- Institute of Transportation Engineers (ITE), Member.

Relevant Experience

- **Capitol Expressway ITS Infrastructure and Sidewalks Project (17 intersections), Santa Clara, CA** – Project Manager
- **Imjin Parkway/SR-1 NB Ramps Signal and Interconnect Design, Marina, CA** – Project Manager
- **Oregon Expressway Improvements Project PS&E (8 intersections), Santa Clara County, CA** – Project Manager
- **Lone Tree Way Package 1 & 2 Improvements: Traffic Signal Modifications (7 signals), Lighting Design, and Signing and Striping PS&E, Antioch, CA** – Project Manager
- **Windemere Development Traffic Signal Designs (12 locations), San Ramon, CA** – Deputy Project Manager
- **Various On-Call Services** – Project Manager
 - **Civil and Traffic Engineering On-call Services** – Santa Clara County, CA
 - **Traffic Engineering On-call Services** – Dublin, CA
 - **Civil and Traffic Engineering On-call Services** – Concord, CA

Agreement #: Ag-5138 - Page 81 of 82



**Kevin G. Aguigui, P.E.,
 T.E., E.E., CS**
 – Oakland Office
Adaptive Systems

With 26 years of experience, Kevin Aguigui is a technical specialist in the evaluation, design, and

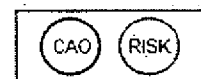
implementation/integration oversight of adaptive traffic control systems and ITS networks. He has evaluated and designed the implementation of numerous adaptive control system software packages including participation in the TRB A318 committee on adaptive systems. Kevin was the systems design lead for the Monterey-Lighthouse BRT project for Monterey-Salinas Transit (MST) in the cities of Monterey and Seaside. Additionally, he has worked on commuter rail systems including Caltrain, which operates on UPRR tracks, where he designed at-grade preemption systems as well as station amenities at key regional transit stations including wayfinding signs and real-time transit information displays.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii
- Professional Civil Engineer in California (#48732)
- Professional Traffic Engineer in California (#1781)
- Professional Electrical Engineer in California (#19888)
- Certified Systems Engineering Professional (CSEP) (#00156)

Relevant Experience

- **Monterey-Salinas Transit, Fremont-Lighthouse BRT Design (task order from TAMC On-Call), Monterey, Salinas, Seaside, CA** – Project Engineer
- **Beach Area Roundabout and Traffic Signal Feasibility Study and Design (aka Santa Cruz Depot Roundabout), Santa Cruz, CA** – Project Engineer
- **Adaptive Control System (Santa Clara County), Sunnyvale, CA** – Project Manager
- **Adaptive Traffic Signal System, Walnut Creek, CA** – Project Manager
- **City of Santa Cruz, Owner's Agent for Procurement of Adaptive Traffic Control System for the Ocean Street Adaptive Traffic Control Project, Santa Cruz, CA** – Project Manager



Kimley»Horn



Proposal to Provide
**On-Call
 Traffic Engineering**



John E. Pulliam, P.E.
 – Pleasanton Office
Complete Streets Design, Grant Writing and Administration

John Pulliam is a Senior Engineer with over 17 years of experience specializing in Roadway and BRT design. He has managed highly complex projects of all types including concept, preliminary, and final designs of BRT systems and street modifications, including Complete/Green Street and roadway widenings and realignments; transit facility design including bus bulb-outs, pads and BRT stations; utility relocation/coordination and design; ADA compliance improvements, detention basins and outfall structures; construction oversight; and general civil engineering. John has managed teams of consultants during design development, construction oversight, integration testing, and operations support. John has successfully written grant proposals, and managed a team of engineers who specialized in grant writing, for federal, state, and local grants, including the Local Highway Bridge Program, Highway Safety Improvement Program, and Safe Routes to School.

- Professional Credentials**
- Bachelor of Science, Civil Engineering (Environmental emphasis), University of Missouri, Columbia
 - Bachelor of Arts, Biology, Drury University
 - Professional Engineer in California #C68897
 - American Public Works Association (APWA), Member

Relevant Experience

- **North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA** — Project Manager
- **Regional Transportation System Enhancements Project (RTSEP), San Rafael, CA** — Project Engineer
- **AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/ Oakland, CA** — Project Engineer
- **Community Visioning Implementation and Design (Complete Streets Preliminary Concept), Sonoma, CA** — Project Engineer
- **Carolán Avenue Complete Streets Project Engineering Design Services, Burlingame, CA** — Project Manager
- **East Bay Bus Rapid Transit, Program Management and Construction Management Support Services, Oakland, CA** — Project Engineer

*Task Managers
 Collaboration*

	North Fremont Street	Fresno BRT	Monterey County GP EIR	City of Monterey ITS On Call	Safe Routes to School Capitola	Salinas - Marina Multimodal Corridor	Beach Area RAB	Crystal Springs Upland School TDM	Windy Hill TDM Plan	TDM Plan Menlo Park	Wilson Way TDM
Frederik J. Venter, P.E.	X		X		X	X		X	X	X	
John E. Pulliam, P.E.	X	X				X	X				
Adam Dankberg, P.E.	X	X	X			X					
Randy Durrenberger, P.E.		X		X	X						
Brian Sowers, P.E.		X									X
Kevin Aguigui, P.E., T.E.		X									X
Alex Zabysny, P.E., T.E.											

CAO RISK